

# BARGE DESIGN SOLUTIONS, INC.

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of date last signed below by and between City of Mt. Juliet, Tennessee (**Client**) and Barge Design Solutions, Inc. (**BARGE**) for professional services for the assignment described as follows:

Project: Cedar Creek Greenway Phase II

Location: Mt. Juliet, Tennessee

Description of Project:

Phase II of the Cedar Creek Greenway, from Charlie Daniels Park to the Mt. Juliet Little League Park, a 10-foot-wide paved multi-use path, approximately 3,000 feet in length.

- I. **PROFESSIONAL SERVICES:** **BARGE** agrees to perform the following Basic Services under this contract: See Attachment A – Scope of Services
- II. **COMPENSATION:** **Client** shall compensate **BARGE** for the Basic Services as follows:  

See Attachment A, page 8 – Fee Summary Table
- III. **PAYMENTS:** Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.
- IV. **TIME:** Unless agreed otherwise in writing, **BARGE** will commence its services within a reasonable time after receipt of an executed copy of this Agreement. **BARGE** will perform its services in a timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **BARGE**'s control. If such delay or suspension extends more than six months (cumulatively), **BARGE**'s compensation shall be equitably adjusted.
- V. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BARGE** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **BARGE** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **BARGE** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.
- VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **BARGE** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **BARGE**. The parties further agree that **BARGE** is not a fiduciary of **Client**.
- VII. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by **Client** upon ten (10) days' written notice to **BARGE**. On termination, **Client** shall pay **BARGE** all amounts due for any services performed to the date of termination

(plus all reimbursable expenses incurred). Upon such termination by **Client**, it may retain all drawings, reports, documents, and other instruments of professional services prepared by **BARGE** up to date of termination.

**VIII. OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **BARGE** pursuant to this Agreement are instruments of professional service. **Client** shall own all legal and equitable rights therein, including copyrights, but **BARGE** will have a license to use such instruments. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BARGE** shall be at **Client's** sole risk and without liability to **BARGE**. **BARGE** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.

**IX. ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **BARGE** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **BARGE** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **BARGE** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

**X. INSURANCE:** **BARGE** shall secure and maintain insurance in the following minimum amounts:

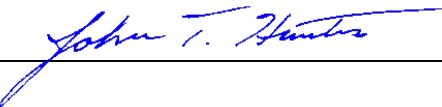
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Commercial General Liability	\$1,000,000 per occurrence and in the aggregate
Automobile Liability	\$1,000,000 per occurrence and in the aggregate
Professional Liability	\$1,000,000 per claim and in the aggregate

**BARGE** shall provide a Certificate of Insurance naming the **Client** as an additional insured before commencing the work.

**XI. DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator. Venue for any exercise of rights at law will be a court of competent jurisdiction in Wilson County, Tennessee. In the event of any litigation or disputes regarding this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and all costs at all trial and appellate levels and in any mediation.

**XII. OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **BARGE** represents the judgment of one or more **BARGE** design professionals and is supplied for general guidance of **Client**. Since **BARGE** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **BARGE** does not guarantee the accuracy of such opinions.

**XIII. GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.

City of Mt. Juliet, Tennessee	Barge Design Solutions, Inc.
By:	By: 
Printed Name:	Printed Name: John T. Hunter, PE
Title:	Title: Vice-President
Address:	Address: 615 3rd Avenue South, Suite 700 Nashville, Tennessee 37210
Date Signed:	Date Signed: 10/23/2023
Tax I.D. Number:	

Barge Design Solutions, Inc. (Barge) will provide the following scope of services for the City of Mt. Juliet, Tennessee (City) for the Cedar Creek Greenway Phase II Trail, in accordance with the Professional Services Agreement (Agreement) dated \_\_\_\_\_. The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Additional Services
- IV. Project Understanding, Assumptions, and Exclusions
- V. Time of Performance
- VI. Client's Responsibilities
- VII. Deliverables
- VIII. Compensation

#### **I. Project Description**

Phase II of the Cedar Creek Greenway, from Charlie Daniels Park to the Mt. Juliet Little League Park involves a 10-foot-wide paved multi-use path, approximately 3,000 feet in length. Phase II of the Cedar Creek Greenway will connect at Charlie Daniels Park, where the current Phase I Cedar Creek Greenway project terminates. From there, Phase II of the Cedar Creek Greenway will continue north, running parallel with Cedar Creek and connecting to the future sidewalks along Lebanon Road and the Mt. Juliet Little League parking lot. Minor improvements are to be made to the Little League parking lot to create accessible (ADA) parking spaces and to designate it as an official trailhead. A 12-foot-wide pedestrian bridge over the tributary to Cedar Creek will be required as well as benches, trash receptacles, and way-finding signage. The City's intent is to utilize the existing Lebanon Road (SR 24) bridge over Cedar Creek and construct the Greenway under the bridge. Barge will review the proposed crossing over the tributary leading to Cedar Creek and the proposed path going under the Lebanon Pike (SR 24). After a field review, Barge will review various structure types and provide the City a brief report on the pros and cons of the design effort, construction cost, construction timeline, ROW impacts, and environmental impacts for each option. This will allow the City to choose which design to proceed with for the tributary crossing and bridge underpass during the National Environmental Policy Act (NEPA) phase.

This scope of services includes survey, geotechnical investigations, preparation of NEPA documents, development of Preliminary plans and right-of-way (ROW) plans. Assistance with ROW acquisition, ROW revisions, Final Construction plans, Bidding services, and Construction Engineering and Inspection (CEI) services are expressly not included in this Scope of Services but can be added as Additional Services.

Funding for this project up to Construction is being provided solely by the City. Construction funding is being jointly provided by the City and Tennessee Department of Transportation (TDOT), through a Transportation Alternatives Program (TAP) grant. Due to TDOT funding, all phases of the project will conform to TDOT's Locally Managed Program guidelines.

## II. Scope of Services

- A. Task 1 – Survey, NEPA Environmental Approval, Geotechnical Investigation & Crossing Feasibility Study (*Notice to Proceed (NTP) with NEPA*)

### Surveying Services

Surveying services will be performed and data obtained as follows:

1. Topographic features (50 feet from Western Top of Bank (TB) along Cedar Creek, scanning of Lebanon Road, conventional survey of creek from TB-TB, and use of drone based LiDar for the entire project)
2. Property survey / ROW establishment
  - a. Establish existing ROW along Lebanon Road (western side of creek) within project limits.
  - b. Establish property for eight properties within project limits (west side of Creek only, no boundary surveys)
    - i. Map 054 Parcel 17.01
    - ii. Map 054 Parcel 126.01
    - iii. Map 054 Parcel 126.00
    - iv. Map 054 Parcel 130.05
    - v. Map 054 Parcel 122.01
    - vi. Map 054I A Parcel 16.00
    - vii. Map 054I A Parcel 15.00
    - viii. Map 054 Parcel 114.01
  - c. Establish Tract numbers.
  - d. Fill out ROW Acquisition Table
3. Utility survey
  - a. Locate above and below ground utilities by field observation and TN One-Call information.
4. Drainage survey
  - a. Locate Stream profile (TB to TB) for up to 480 feet either side of the bridge along Lebanon Road
  - b. Locate 100 feet of additional creek for the Tributary that ties into Cedar Creek
  - c. Locate existing underneath bridge along Lebanon Road (abutment, piers, low beam)
  - d. Inverts and pipe sizes within limits
  - e. Previous design plans review (for drainage features)
5. Process survey data to TDOT standards (using Microstation/Geopak)
6. Deliverables:
  - a. Survey Drawings (dgn)
  - b. Digital Terrain Model
  - c. Utility Owner Contacts Table
  - d. ROW Acquisition Table
7. Exhibits and descriptions.
  - a. Prepare eight exhibits and legal descriptions, one for each of the subject tracts, to include the area being taken in the proposed right-of-way acquisition. These exhibits will be prepared using the easements together with the trail/right-of-way for Cedar Creek Greenway Phase I.

The following items are excluded from the surveying phase:

- Staking alignments
- Survey updates
- Aerial control
- Railroad survey
- Stake soil borings
- Subsurface Utility Engineering (SUE) Services

#### NEPA Environmental Approval

Once the project has been initiated and can proceed, Barge will prepare a NEPA document including necessary agency consultation scoping letters. In addition, Barge will complete the environmental technical studies indicated herein as required by TDOT to satisfy NEPA documentation requirements for the project. Barge will initiate work on this task upon authorization and team kick-off meeting.

#### NEPA Document Coordination

Barge anticipates that a NEPA C-List Categorical Exclusion (CE) document will be required. Barge will obtain agency concurrences and produce supplemental information to attach to the CE form and letter. Figures and resource maps will also be required to be attached to the CE and will be produced or obtained. The CE form, letter, and all supplemental information, including attachments, will be sent to the City for review and approval. Barge will incorporate City comments and submit a final CE to TDOT for review. It is anticipated that TDOT may also require technical studies for Endangered Species and Ecology.

#### Technical Studies

As a part of the NEPA phase, the need for certain technical studies will be determined. The potential need for an ecology field review has been identified and is included in this scope of work, as follows:

##### *Ecology Field Review*

Prior to beginning fieldwork, available literature will be reviewed to gain an understanding for the areas of interest. We will also review pertinent data from previous City projects near the corridor. National Wetlands Inventory (NWI) maps, U.S. Geological Survey (USGS) topographic maps, infrared aerial photographs, the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soils maps, and aerial imagery will be reviewed to determine the potential presence and likelihood of waters of the U.S., including wetlands. Additionally, review of the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) database will be conducted to determine if there are any potential federally listed threatened or endangered species or critical habitat that may exist within or near the project area.

During field work, ecologists certified in wetland delineation methodologies will perform a Natural Resources technical review of the project study area. A Professional Wetland Scientist (PWS) and TN Qualified Hydrologic Professional (QHP) will identify and delineate all waters of the US/State (i.e., wetlands and streams) and perform a hydrologic determination of any questionable headwater channels. In addition to potentially jurisdictional waters, Barge will review the project study area corridor for potential rare, threatened, and endangered species habitat. A summary report will be prepared for the City's review prior to submittal to TDOT.

### *Bat Presence/Absence Survey and Radio Tracking*

*Barge will complete a bat survey for the presence/probable absence of the endangered Indiana bat (*Myotis sodalis*), northern long-eared bat (*Myotis septentrionalis*), and proposed endangered tricolored bat (*Perimyotis subflavus*). The following task will be performed:*

- *Mist Net Survey: Barge will prepare a study plan and submit to USFWS to finalize the mist net survey effort, locations, and protocols as required by the Federal Scientific Collecting Permit. Barge will follow guidelines and technical criteria outlined in the USFWS agency document titled 2023 Range-Wide Indiana Bat & Northern Long-Eared Bat Survey Guidelines, dated March 2023. We assume that USFWS will concur with two net sites with ten net-nights of sampling. If USFWS requires additional survey efforts, this can be completed as part of the Additional Services clause of this agreement.*

### Geotechnical Investigation

#### *Field Exploration*

Boring offset locations are slightly west of the tree line running along the greenway alignment to prevent the need for path clearing within a 30-foot buffer area of Cedar Creek. Six exploration points are planned to an exploration depth of ten feet within the greenway. Borings will be terminated at shallower depths if refusal is encountered. Two exploration points are planned to an exploration depth of auger refusal at the pedestrian bridge.

#### *Boring Layout and Elevations*

Handheld GPS equipment will be used to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map or most recent Google Earth TM or GIS imagery to assist in determining site elevations.

#### *Subsurface Exploration Procedures*

Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to a soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling. The exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

#### *Property Disturbance*

Reasonable efforts to reduce damage to properties, however, in the normal course of work some disturbance could occur including rutting of the ground surface and damage to landscaping. Borings will be backfilled with auger cuttings and/or bentonite pellets upon completion. Services do not include repair of the site beyond backfilling boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole.

### *Laboratory Testing*

A project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Moisture-density relationship
- California Bearing Ratio (CBR)

The laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, soil samples will be described and classified in accordance with the Unified Soil Classification System (USCS).

### *Engineering and Project Delivery*

Results of the field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Seismic site classification
- Earthwork recommendations including site/subgrade preparation
- Recommended pavement options and design parameters

### *Additional Geotechnical Services*

In addition to the services noted above, the following are often associated with geotechnical engineering services, which are not included:

- Limited Dozer Path Clearing
- Review of Plans and Specifications
- Observation and Testing of Pertinent Construction Materials

### Hydraulic Analysis

The proposed alignment of the multi-use path will be located along the west side of Cedar Creek which has an AE Zone with designated floodway based on Federal Emergency Management Agency (FEMA) panel 47189C0132D with an effective date of 02/20/2008. The current alignment will be in the floodway, but the Greenway will follow the existing grade as much as practical to reduce the amount of fill placed in the floodway. The alignment will also require a new pedestrian bridge be placed over a tributary to Cedar Creek that is currently mapped as a Zone A. The FEMA National Flood Insurance Program (NFIP) states that a community may permit construction and development within a Zone AE with designated floodway if it can be demonstrated that the construction and development will not increase base flood elevations, floodway elevations, or floodway widths. This condition, referred to as a No-Rise, is typically reviewed by the community floodplain administrator or State of Tennessee Emergency Management Agency (TEMA). Up to one foot of rise is allowed in Zone A's so long as upstream property is not impacted.

Barge will provide the following hydraulic analysis services for the purposes of a No-Rise certification:



- Obtain the effective FEMA model for the Cedar Creek area of Mt. Juliet
- Collect and prepare LiDAR topographic data.
- Prepare duplicate effective, corrected effective, existing conditions and proposed conditions models for Cedar Creek
- Evaluate up to two proposed conditions alternatives for the Greenway along Cedar Creek
- Prepare existing and proposed conditions models for the tributary to Cedar Creek
- Evaluate up to two proposed conditions bridge design alternatives for the structure to be constructed on the tributary to Cedar Creek.
- Prepare a hydraulic study submittal that contains the following and submit to the City:
  - Hydraulic models
  - Project narrative
  - Topographic work map
  - Cross-section plots
  - Property survey
  - No-rise certification for Cedar Creek and No-impact for the tributary to Cedar Creek
- Address external review comments.
- Finalize the No-Rise certification.

#### Crossing Feasibility Study

Barge will prepare a brief, informal document for purposes of City decision-making based on an evaluation of placing the proposed Greenway beneath the existing Lebanon Road (S.R. 24) bridge over Cedar Creek. Should the proposed location not be feasible, Barge will perform a high-level evaluation of up to two alternatives and provide recommendations for this crossing. The study will review the design, cost, and permitting and construction time required.

#### B. Task 2 – Preliminary Engineering Services (*NTP with Preliminary Design*)

##### Preliminary Plans

Barge will develop the proposed alignment of the Greenway and prepare Preliminary plans for review by the City. During development, a review meeting will be held to discuss the alignment and determine if any major changes are necessary. This coordination meeting will finalize the baseline design parameters. An opinion of probable construction cost (OPCC) will be prepared for this submittal.

##### Tributary to Cedar Creek Crossing

Barge will provide preliminary bridge drawings for the Greenway crossing over the Tributary to Cedar Creek. These preliminary drawings will show the type, size, and location of the bridge. Barge expects this bridge to be a single span prefabricated bridge on reinforced concrete abutments with driven piles.

##### Utility Coordination

Barge will work with TDOT and the City in coordinating with the local utility companies. Once fully coordinated, Barge will work with TDOT to obtain Utility Certification from the Local Programs Development Office. This task will consist of working with utility owners to identify conflicts and to clearly delineate relocation requirements. During this task, Barge will:

- Make initial contact with utility owners to identify/verify location and service information.
- Prepare notices and agenda for two utility coordination meetings.
- Identify and help to resolve potential utility conflicts.
- Lead utility coordination meetings (ROW and Final plans stages).
- Prepare and distribute utility coordination meeting minutes.

### ROW Plans

Barge will prepare ROW Plans, including addition of property acquisition/easement tables and/or maps. Upon approval of ROW Plans by the City and TDOT, Barge will prepare the legal descriptions and exhibits that will be used to acquire property from property owners. An updated OPCC will be included with this submittal.

#### C. Project Management

Through each task and phase Barge will manage the project with scope, budget, resource, schedule and communication management. Specific project management tasks throughout the project include:

- *Progress meetings* – Progress meetings will be conducted with the City to keep project on schedule. These meetings are anticipated to be one per month for up to 18 months.
- *Preparation of monthly progress reports and invoicing.*
- *Coordination with TDOT - Local Programs* – Barge will coordinate with TDOT to keep the project on schedule through the Local Programs Development Office.

### III. Additional Services

The following additional services are anticipated to be required depending on the above preliminary work outcomes. A supplemental scope of services and fee will be prepared at the appropriate time.

#### A. NEPA

- a. NEPA Re-evaluation
- b. Public meetings
- c. 4f Study for the Little League Park

#### B. Right-of-Way (ROW) Acquisition

- a. Includes project administration, appraisal, appraisal review, negotiations. The City will close on the properties and file the Deeds.
- b. ROW staking
- c. ROW certification

#### C. Final Design

- a. Preparation of Final Construction Plans after ROW Acquisition has been completed. Preparation and design plan set will include all items required by the TDOT Roadway Design Checklist.
- b. Updated OPCC

#### D. Construction Phase Services

- a. Bidding Services
- b. Construction Engineering and Inspection (CE&I) Services

### IV. Project Understandings, Assumptions, and Exclusions

A. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.

1. Barge will have access to the site and adjoining areas, as required.
2. Permit, recording fees, etc., are to be paid by the City.
3. Design fee is based upon the original Grant application as provided by the City.
4. Schedule is dependent upon the timely receipt of critical information. Information to be provided by others will be received in a timely manner.
5. Easements for utilities or other site requirements are assumed to be secured by others.
6. Public involvement meetings are not required for the NEPA approval, and the cost for a public meeting is not included in the scope and fee.
7. The No-rise will be reviewed by local City staff.
8. A No-rise condition is possible, and a conditional letter of map revision (CLOMR) and a letter of map revision (LOMR) will not be required.
9. The Client understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and

that Barge's OPCC is made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's OPCC.

- B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees.
  - 1. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.) – including NEPA Re-evaluations
  - 2. Additional studies for NEPA Approval (i.e., hazardous materials, cultural resources)
  - 3. Design revisions requested by those outside the project team and stakeholders beyond the schematic design phase.
  - 4. Public involvement
  - 5. Utility relocation design (no utility conflicts assumed).

#### **V. Time of Performance**

Barge is prepared to begin work within two weeks upon receipt of a signed professional services agreement or written authorization to proceed. Upon receipt of the authorization to proceed, Barge will furnish a schedule to the City.

#### **VI. City's Responsibilities**

Barge strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the City and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.
- B. Provide review comments in a timely manner.
- C. Provide single point of contact for project coordination purposes.

#### **VII. Deliverables**

Several deliverables will be produced as part of the basic professional services. The following is a list of documents that will be produced as a part of this effort.

- A. Task 1 – Environmental Approval, Survey, Geotechnology Investigation & Structural Assessment Study (*NTP with NEPA*)
  - a. Document Early environmental agency coordination.
  - b. Section 106 Assessment.
  - c. Submit C-List CE letter to the City and TDOT for review and approval.
  - d. Survey with Property Owners
  - e. Geotechnical investigation
  - f. Crossing Feasibility Study
  - g. No-Rise Hydraulic Certification
- B. Task 2 – Preliminary Engineering Services (*NTP with Preliminary Design*)
  - a. Utility Coordination and Certification
  - b. Preliminary Plans
  - c. Preliminary Plans for crossing over Tributary to Cedar Creek
  - d. Right-of-Way Plans

### VIII. Compensation

City agrees to pay Barge a Lump Sum Fee as listed in the table below to complete the scope of work as defined in the tasks above. Barge will submit monthly invoices based on percent of work completed to date. The project status will be summarized monthly in our progress report and invoice submittal.

**Fee Summary Table**

<b>Project Task</b>	<b>Fee Type</b>	<b>Total Cost</b>
<b>Task 1 – Environmental Approval</b>		
Survey	Lump Sum	\$54,828
NEPA/Preliminary Design	Lump Sum	\$114,299
Geotechnical Investigation	Lump Sum	\$8,000
<b>Task 2 – Preliminary and ROW Plans Design Services</b>		
Preliminary Engineering/ROW Plans	Lump Sum	\$78,625
<b>TOTAL</b>	<b>LS</b>	<b>\$255,752</b>

The fees provided above are valid up to three months from the date of this proposal.