

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on the 17 day of October, 2023, between the **CITY OF SHAKOPEE**, 485 Gorman Street, Shakopee, MN 55379("City") and **BOLTON & MENK, INC.** 2638 Shadow Lane, Ste. 200, Chaska, MN 55416 ("Consultant").

Preliminary Statement

The purpose of this Agreement is to set forth terms and conditions for the provision of professional services by the Consultant for the City for the following described Project:

Minnesota Riverbank Protection and Parks Integration Preliminary Engineering

The City and Consultant agree as follows:

1. **Consultant's Services.** The Consultant agrees to provide professional services as described in Exhibit A, Scope of Work and any addenda thereto. The Consultant shall serve as the City's professional consultant in the specified work and shall provide consultation and advice to the City during the performance of its services. The Consultant agrees to use the City's standard specifications in any bidding documents prepared under this Agreement. The requirements of this section may be waived by the City if the City Engineer determines that they are not necessary for the successful completion of the project. A Consultant requesting a requirement to be waived must have written authorization from the City Engineer and must be incorporated into this agreement.
2. **Time for Performance of Services.** The Consultant will endeavor to perform the services outlined in the work program within the prescribed days from the date of the contract award. Any changes in this schedule must be approved in writing by the City.
3. **Term.** The term of this Agreement will be from October 17, 2023, through August 31, 2024, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
4. **Compensation for Services.** City agrees to pay the Consultant for services as described in Exhibit A, attached and made a part of this Agreement, which may be amended from time to time by mutual agreement by City and Consultant. The Consultant's hourly rates must be based on the hourly rates approved by the City.

The Agreement amount shall include all services to be rendered by the Consultant as part of this Agreement (including all travel, living and overhead expenses incurred by the Consultant in connection with performing the services herein) except for special services authorized in writing by the City. The amount stipulated shall be considered a "Not to Exceed" cost to the City.

The Consultant must keep track of the costs billable under this contract at all times; any work in excess of the negotiated amount shall not be eligible for payment unless preapproved. The Consultant must notify the City if the Consultant anticipates that the negotiated amount might be exceeded, in order to determine whether or not the City is prepared to increase the compensation. This notification and approval must occur in advance of the work occurring to be considered for compensation.

5. **Payment of Fees.** The Consultant must submit itemized bills for services provided to the City on a monthly basis. The monthly billing must summarize the progress of the project as certified by the Consultant. For work reimbursed on an hourly basis, the Consultant must indicate for each employee, his or her classification, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, the total amount due, the original contracted amount, the current requested amount, and the total amount. Consultant must verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.931. For reimbursable expenses, the Consultant must provide such documentation as reasonably required by the City. Consultant bills submitted will be paid in the same manner as other claims made to the City.
6. **Audit Disclosure.** The Consultant must allow the City or its duly authorized agents reasonable access to such of the Consultant's books and records as are pertinent to all services provided under this Agreement.

Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential must not be made available to any individual or organization without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant will become the property of the City upon termination of this Agreement, but Consultant may retain copies of such documents as records of the services provided and may reuse standard portions of such documents in the normal course of its business.

7. **Termination.** Termination for Cause. This Agreement may be terminated by City by seven day's written notice to Consultant delivered to the address written above. Upon termination under this provision, the Consultant will be paid for services rendered and reimbursable expenses until the effective date of termination.

If, through any cause (except those reasonably beyond Consultant's control), the Consultant shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulation of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of termination. In that event the Consultant shall have sixty (60) days to furnish all finished or unfinished documents, computer programs, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant under this Contract, which shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just, equitable compensation for any satisfactory work completed on such documents and other materials prior to the effective date of termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

In the event this Contract is terminated for cause, then the City may take over and complete the work, by contract or otherwise, and the Consultant and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, any other rights which the City may have.

Termination Not For Cause. The City may terminate this Contract at any time, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, the Consultant shall have sixty (60) days to furnish all finished or unfinished documents, computer programs, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant under this Contract, which shall, at the option of the City, become its property. If the Contract is terminated by the City as provided in this paragraph, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments or compensation previously made.

8. **Subcontractor.** The Consultant must not enter into subcontracts for any of the services provided for in this Agreement without the express written consent of the City.
9. **Independent Contractor.** At all times and for all purposes hereunder, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
10. **Assignment.** Neither party will assign this Agreement, nor any interest arising herein, without the written consent of the other party.
11. **Services not Provided for.** No claim for services furnished by the Consultant not specifically provided for herein will be honored by the City.
12. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
13. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties unless otherwise provided herein.
14. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant must abide by all statutes, ordinances, rules and regulations pertaining to the provision of services to be provided. Any violation will constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
15. **Equal Opportunity.** During the performance of this contract, the Consultant must not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. The Consultant must post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant must incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
17. **Liability and Indemnity.** The Consultant must indemnify and hold harmless the City, its employees and agents, for all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, which they may suffer or for which they may be held liable, as a result of, and to the extent of, the negligent or wrongful acts of the Consultant, his employees, or anyone else for whom he is legally responsible in the performance of this Agreement.

The Consultant assumes full responsibility for relations with its subcontractors, and must hold the City harmless and must defend and indemnify the City, its employees and agents, for any claims, damages, losses, and expenses in any manner caused by such subcontractors, arising out of or connected with this contract.

18. **Insurance.** During the term of this Agreement, Consultant must procure and maintain during the life of this Contract, and provide the City with a certificate of insurance showing, the following coverage for each occurrence and in aggregate:

A. Comprehensive General Liability Insurance, including Broad Form Property Damage, Completed Operations and Contractual Liability for limits not less than \$1,500,000 each occurrence for damages of bodily injury or death to one or more persons and \$1,500,000 each occurrence for damage to or destruction of property.

B. Insurance coverage for Special Hazards, including but not limited to explosion hazard, collapse hazard, underground property damage hazard, (commonly known as XCU).

C. Comprehensive Automobile Liability Insurance, in an amount not less than \$1,500,000 for each occurrence. Coverage shall include all owned autos, non-owned autos, and hired autos.

D. Errors and Omissions Insurance against errors and omissions resulting from the performance of Consultant's work under this Agreement. Said coverage shall be in an amount not less than \$2,000,000 per claim, \$2,000,000 annual aggregate.

E. Workmen's Compensation insurance for all its employees as required by the Minnesota Worker's Compensation Act.

F. The City of Shakopee must be named as "ADDITIONALLY INSURED" on the insurance described in paragraphs A, B, and C, and must receive 30 day written notice in the event of cancellation of any of the specified insurance. If the deductible provisions of the Consultant's coverage or any subcontractor's coverage is questioned by the City, the Consultant shall provide the City, upon request, "Proof of Assets".

This policy must provide, as between the City and the Consultant, that the Consultant's coverage shall be the primary coverage in the event of a loss. If the Consultant is providing either architectural or engineering services, the Consultant must also maintain during the term of this Agreement a professional liability insurance policy with the same limits as for general liability. A certificate of insurance on the City's approved form which verifies the existence of these insurance coverages must be provided to the City before work under this Agreement is begun.

19. **Governing Law.** This Agreement will be controlled by the laws of the State of Minnesota.
20. **Whole Agreement.** This Agreement embodies the entire agreement between the parties including all prior understanding and agreements, and may not be modified except in writing signed by all parties.

Executed as of the day and year first written above.

CITY OF SHAKOPEE

BOLTON & MENK, INC.

By: _____
William H. Reynolds, City Administrator

Date: _____

By:  _____
Todd E. Hubmer, PE

Its: _____
Principal Engineer

Date: _____
10/11/2023

By: _____
Matt Lehman, Mayor

Date: _____



Real People. Real Solutions.

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Bolton-Menk.com

October 6, 2023

Mr. Alex Jordan, PE
City Engineer
City of Shakopee, MN

RE: Proposal for Minnesota Riverbank Protection and Parks Integration - Preliminary Design

Dear Mr. Jordan,

In accordance with your request, we have developed a scope of work and fee associated with the Minnesota Riverbank Restoration and Huber Park and Historic Marina Integration. We understand the city would like to develop project phasing based on preliminary design and environmental and cultural resources permitting, final design and final permitting, and construction administration. Following our original Minnesota Riverbank Stabilization Study completed earlier this year, we understand the city wishes to amend the scope and phasing of the project to focus on integration of riverbank stabilization with parks master plan visioning and protect critical infrastructure nearest the riverbank. This scope has been developed to usher the city the following.

- Develop a preliminary design to identify construction limits and enhance the overall project cost estimate.
- Initiate and secure environmental and cultural resources permitting and define a project schedule.
- Deliver final design and project specifications. This task will be complete under a separate contract.
- Provide construction administration under a separate contract.

The following table summarizes the funding sources and anticipated timeline based on the City's capital improvement plan.

Year	Amount	Source	Purpose
2024	\$1,000,000	State Bonding	Engineering
2025	\$1,500,000	State Bonding	Engineering
2026	\$5,760,000	State Bonding	Construction
	\$3,500,000	Federal STAG	
	\$2,000,000	Local Storm Drainage	
	\$1,760,000	Local Sanitary Sewer	
	\$1,000,000	Local Park Development	
Total	\$16,520,000		

Project Purpose and Scope

The intent of the preliminary design phase is to further develop the previous riverbank stabilization, parks improvements, utility protection, and permitting through final design. This will establish the project limits and effective project timelines contingent on permitting and funding. The project has been divided into three phases, which include the following.

- Phase 1 – Preliminary Design, October 17, 2023 to August 31, 2024. This phase will include project management and coordination meetings, geotechnical evaluation, survey data collection, preliminary project communications, wetland delineation, preliminary concept development, initial project permit development and submittals.
- Phase 2 – Final Design, September 1, 2024 to December 31, 2025. This phase will include final design, final permitting coordination, final project communications, and construction bidding support.
- Phase 3 – Construction Administration, April, 2026 to November, 2026. This phase will include assistance in project advertising and bidding, construction inspection and administration, survey staking, and as-built survey collection.

Phase 1: Preliminary Design

Task 1.1 – Project Management

We will lead a team of qualified professionals to complete the work and provide periodic progress reports and information to the city's project team. This includes managing the scope, schedule, budget through the development of a project schedule. The schedule will include major project milestones and completion dates for all phases of the project.

Given the scale and timeline of the project, routine project coordination meetings will help us stay on schedule and provide consistent updates to the City. We propose to establish project management team meetings throughout the project. We propose scheduling a recurring 30-minute virtual meeting every month throughout the project. During periods of less activity, these meetings can be canceled or replaced with brief email updates as needed. During more critical project phases, the meetings may need to be extended to a full hour, or occur more frequently than once per month. The intent is to be flexible yet retain a hold time for coordination as needed to keep the project on track.

We will identify a quality manager who will develop and implement a quality management plan (QMP) and QA/QC procedures specifically for this project. This will incorporate Bolton & Menk's comprehensive QA/QC program, which has been designed to meet the needs of our firm and clients. Our program systematically and dramatically reduces the potential for issues. Routine product reviews are an integral part of the QC process.

Agency coordination will help keep the project on track through regular check-ins with technical experts. The Project Management Team (PMT) will serve as the main coordination point between agencies. These meetings will be scheduled monthly and can be adjusted if required. There may be instances where meetings are canceled and instances where we need to schedule an interim PMT meeting during more intense portions of the project to make decisions promptly. Early on, this group will focus on developing a definition for success on this project and how we will measure it.

Task 1.2 – Preliminary Concept Advancement

Initially, we will advance parks master planning and previous riverbank restoration concepts to build confidence in the ultimate project outcomes and budget. We understand the primary need for this area is to reconnect the city park with the riverfront which is complex and difficult to visualize. Our initial efforts will build on the concept needs and understandings and advance the concepts to a graphic design approval level. We will present ideas visually and graphically and allow the city council and staff to review the options and implications within the park and riverfront.

As we advance concepts to design, we will develop design renderings to display the project in a manner that will help the city understand the options, how they might look in various flood conditions, and bring the park into the center of the design process. Initially, these concepts will be high level and allow the city to direct the project outcomes prior to advancing design on any single concept. We will also present renderings to the city council to ensure all alternatives are vetted and the park's impacts are fully understood.

Task 1.3 – Communications and Engagement

Bolton & Menk's communication team will work with the city to develop a communications plan that is custom to the level of public engagement appropriate for the project. Communications and administration may be required throughout the park improvement project to ensure the public understands the need for the project, impacts to park use during construction, any impacts to adjacent residents and businesses, and what the park will look like when complete. Communication will happen during both preliminary and final design, and can be included during construction. This effort includes, but may not be limited to, the following.

Public Engagement – The public will be kept up to date on the progress of the riverbank and parks improvements. This will be done through presentations to the Council, informational meetings and/or open houses, publications including online options and website, and media releases. We will work with City staff and Council to determine the frequency and content of each public engagement effort. This will ensure the Council and Residents that issues are being heard and responses being provided. We will begin this effort in the spring of 2024 once the snow has melted.

Stakeholder Coordination – During the preliminary design and permit development, we will engage the project stakeholders to coordinate design requirements to meet certification and environmental review considerations that may impact final design. We anticipate the initial stakeholder list to include:

- City of Shakopee
- Minnesota Department of Natural Resource (MNDNR)
- U.S. Army Corp. of Engineers (USACE)
- Federal Emergency Management Agency (FEMA)
- Lower Minnesota River Watershed District (LMRWD)
- Scott County
- Others as identified

The goal will be to keep stakeholders informed of progress, identify regulatory changes that are occurring, and to receive over the shoulder review of design elements.

Task 1.4 – Geotechnical Investigation

The city has already collected numerous soil borings in the park area (2003) and in the area west of the Highway 101 bridge (US Army Corps of Engineers project, 2018). We will review these reports to assess the need for additional soils investigations. If necessary, soil borings will be taken along the riverbank at regular intervals and in key locations to identify soil types, consistency of the silt material near the riverbank, and bedrock depths. This will confirm bank stabilization methods, interaction of the bed rock with parks improvements, and any required material imports (i.e topsoil, suitable clay, select granular, etc.). This task will be completed by a subconsultant and we will solicit quotes from firms who perform these activities.

Task 1.5 – Environmental and Cultural Resources Permitting

During the preliminary design phase, initial permit data collection will begin along with project communication and application submittals. The Environmental Review process encompasses a comprehensive assessment of potential impacts on Social, Economic, and Environmental (SEE) factors at both the federal and state levels, adhering to the requirements of the Environmental Protection Agency (EPA) for an anticipated Environmental Assessment (EA) and the Minnesota Environmental Quality Board (EQB) guidelines for an Environmental Assessment Worksheet (EAW).

Data Collection and Baseline Assessment:

- Gather comprehensive data on existing social, economic, and environmental conditions in and adjacent to the project area.
- Analyze the SEE factors to establish baseline conditions.
- Identify and assess potential impacts on SEE factors based on the preferred project alternative and compare this with the baseline or “no action”

alternative.

- Evaluate and present options to avoid, minimize, and mitigate adverse impacts.

Environmental Documentation Preparation and Agency Coordination:

- Prepare an Environmental Information Document (EID) that complies with EPA's NEPA process and an EAW that will be distributed through the EQB's Monitor for public and agency review.
- Following submittal and review of the EID, complete the required environmental document as prescribed by the EPA. This is anticipated to be an Environmental Assessment (EA).
- Include detailed descriptions of impacts, mitigation measures, and alternatives.
- Develop a plan for implementing and monitoring mitigation measures.
- Ensure compliance with federal, state, and local regulations.
- Engage the public and relevant agencies during the review process.
- Address comments and concerns, ensuring comprehensive stakeholder involvement.
- Prepare a final report summarizing the assessment findings, decisions, and mitigation measures.
- Review the entire environmental assessment process for NEPA and Minnesota EQB compliance.

Due to the presence of several archaeological sites, representing a diverse array of cultural contexts, including funerary contexts, a number of Minnesota cultural resources laws will come into effect and require additional cultural resources investigations. These may include:

- Minnesota Private Cemeteries Act (MS 307.08) – applies to human burials/burial grounds found on public and private lands – anticipated to apply.
- Minnesota Field Archaeology Act (MS 138.31-.42) – applicable for work on non-federal public lands – anticipated to apply due to project area located on City-owned land/public R/W.
- Minnesota Historic Sites Act (MS 138.661-138.669) – applicable for projects with potential impact to properties listed in the National Register of Historic Places and/or properties listed in the State Register of Historic Places – may apply.

In addition, several of the parcels that fall within the project area are held by the Department of Natural Resources (DNR) and the likely incorporation of federal funding and/or permitting for this project will mean that Section 106 (54 USC 306108) of the

National Historical Preservation Act (NHPA) should be anticipated to apply to this project and require additional cultural resource consultation and investigation. It is the lead federal agency's responsibility to consider potential impacts to cultural resources due to its involvement and must lead the Section 106 consultation process.

- NHPA (1966) Section 106 (54 USC 306108) and implementing regulations at 36 CFR 800 – applicable where there is Federal involvement – anticipated to apply due to USACE permitting.

We will complete wetland delineations to supplement and confirm any previously collected delineations. This will include approval of the delineation through the regulatory agencies.

Task 1.6 – Survey

We will review the available survey data associated with previous projects and provide field survey of missing areas and critical features. We also propose to fly the corridor with a LiDAR equipped unmanned aerial vehicle (UAV) in fall of 2023 after leaf-off. This high-resolution data collection will allow for specific and dense data point collection in the near bank area to establish the current bank slopes and capture high-resolution, up to date, aerial photos of site conditions.

Task 1.7 – Preliminary Design

The concept design previously developed will be updated and refined into the preliminary design based on the amended project goals, phasing, and scope. This will include incorporating the findings and recommendations of the geotechnical investigations, structural analysis for sheet pile and/or retaining walls, sanitary sewer protection in critical areas, parks facility planning, and riverbank stabilization methodologies. We will utilize a diverse team of experts to deliver each project component.

The preliminary design will identify the construction and grading limits. Impacts to the Floodway of the Minnesota River will be evaluated and discussed with the State floodplain coordinator at the MNDNR and LMRWD and permits will be prepared and submitted to initiate review. This will assist in reducing schedule impacts to final design and construction.

Preliminary design will include updating the project cost estimates. We will use the preliminary cost estimates to align with project funding. We will also communicate these updated costs to the City Council, stakeholders, and funding partners.

Project Team

The proposed project team will include diverse disciplines to ensure effective delivery.

Resumes for the project team have also been included. Generally, our team includes:

- Principal In Charge/Senior Advisor – including senior leadership in a project this large not only brings familiarity with your federal funding process, but also vast experience delivering large, high profile projects on time and budget. Our Senior Advisor is prepared to work closely with the Project Manager to ensure your needs are being met and that the project's scope and schedule remains intact.
 - *Dan Lonnes, PE – Principal Engineer*
- Project Manager – we will rely on the vast experience of a project manager who has a history with similar project delivery. This sometimes means we utilize more than one person to manage the scope of services and any potential issues with fee and schedule, and a person to manage the day-to-day design implementation.
 - *Todd Hubmer, PE - Principal Engineer*
- Communications – since this project is situated entirely on City property, but includes numerous stakeholders, we feel a communications specialist can play a critical part of project messaging and delivery. The full scope of communications work can be further refined based on city staff participation and goals.
 - *Nicole Krause - Senior Project Communications Specialist*
- Survey – we propose a combination of on-the-ground survey data collection and unmanned aerial vehicle (UAV) surveys. This provides the highest resolution and quality data that can be leveraged during preliminary and final design.
 - *Eric Wilfahrt, PLA – Principal Survey Manager*
 - *Russ Halverson, LS, CFedS – Project Surveyor*
 - *Joe Novack – Survey Crew Chief*
- Environmental and Cultural Resources Permitting – environmental and cultural resources permitting is a critical path scope item that requires expertise for efficient permit security and city protection. Effective permitting will ensure project timelines remain on track.
 - *Angie Smith, Senior Environmental Planner – Environmental Permitting Lead*
 - *Lucas Bulger, Environmental Planner*
 - *Renee Barnes – Cultural Resources Project Manager*
 - *Dan Donayre – Natural Resources Project Manager*
- Engineering – we will utilize water resources, civil, and structural engineers to deliver a construction plan that is implementable. This also includes riverbank stabilization experts.
 - *Tim Olson, PE, Deputy Project Manager – Principal Water Resources Engineer*
 - *Brent Johnson, PE, CFM – Senior Project Manager*
 - *Roberta Cronquist, PE, CFM – Floodplain Engineer*
 - *Kyra Oliver, EIT – Water Resources Design Engineer*
 - *Josh Eckstein, PE – Principal Engineer*
 - *Phil Schrupp, PE, Project Engineer*
 - *Eric Leagjeld, PE – Principal Structural Engineer*

- *Marco Weidmer, PE – Structural Engineer*
- Landscape Architects – Our team of landscape architects work on parks improvement plans routinely and will play a critical role in development of a construction plan that conforms with your master planning goals. This includes parks facilities, trail networks, and revegetation.
 - *Josh Shields, PLA, ASLA, LEED AP – Principal Landscape Architect*
 - *Joel Odens, PLA – Parks Specialist*
- Construction Administration (Future Phase) - Bolton & Menk will administer the construction contract consistent with contract documents as an extension of city staff, while offering complete trust that the smallest details impacting a successful final construction product, and construction delivery process will be covered comprehensively and proactively.
 - *Jason Buboltz, Lead Construction Inspector*

Project Costs

Costs are broken into the major work tasks that are anticipated. Work efforts beyond the budget established for this initial design phase will be performed by prior approval only. Since the outcome of the preliminary design decisions will notably impact the level of detailing required to complete plans for the project, we will complete a final design budget review at the end of the preliminary design phase. This will include considerations such as the type and quantity of structures, utilities, bank stabilization methods, etc. The estimated fees for professional services to complete the tasks summarized herein and a more comprehensive breakdown of task and fee is included as an attachment.

Task		Total Cost
Phase 1 - Preliminary Design		
Task 1.1	Project Management	\$33,300
Task 1.2	Preliminary Concept Advancement	\$137,300
Task 1.3	Communications and Engagement	\$67,400
Task 1.4	Geotechnical Investigation	\$31,500
Task 1.5	Environmental and Cultural Resources Permitting	\$133,800
Task 1.6	Survey	\$81,500
Task 1.7	Preliminary Design	\$252,500
Total		\$737,300

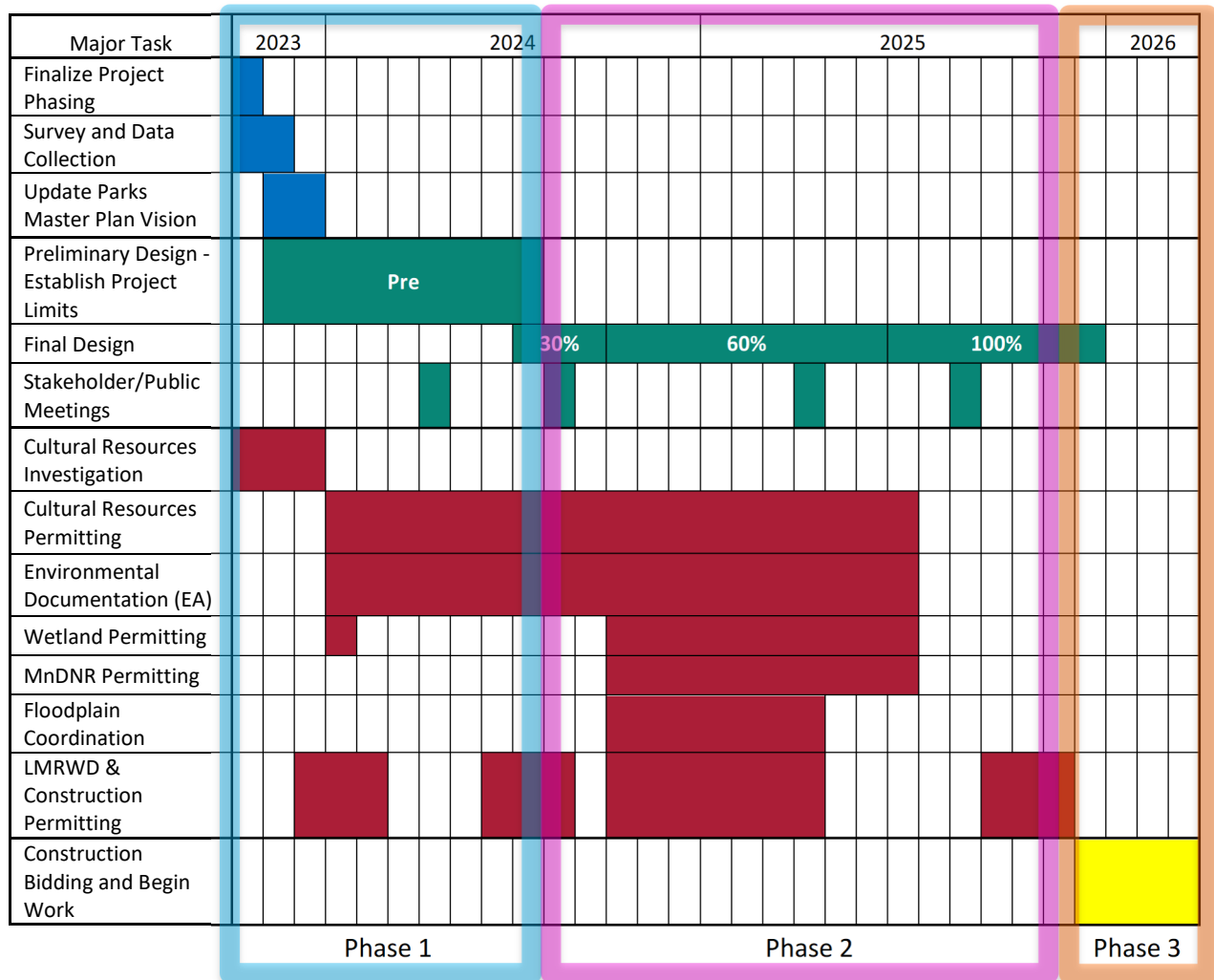
Name: Mr. Alex Jordan

Date: October 6, 2023

Page: 9

Schedule

The project will proceed on the following general schedule and in accordance with these timeline goals.



Bolton & Menk is excited to begin work. If you have any questions or comments regarding the above, or if you would like to discuss this information in more detail, please do not hesitate to contact me.

Respectfully Submitted,

Bolton & Menk, Inc.



Todd Hubmer, P.E.

Principle Water Resources Manager