CITY OF JOPLIN DOVER OUTDOOR RECREATION AREA BICYCLE PARK

ATTACHMENT "A"
SCOPE OF WORK AND FEE 2/12/2024

Below is a proposed project scope from the SWT Design Team for working with the Parks Department to design and implement the Bicycle Park as defined in the Request for Qualifications and discussed in the project interview. This scope of work includes anticipated meetings and engagement events.

Phase I – Preliminary Investigation and Base Information

TASK 1 – TOPOGRAPHIC AND BOUNDARY SURVEY

Task 1A – SWT will coordinate with Joplin for available site information.

Task 1B – SWT will obtain boundary and aerial topographic survey (lidar) information of the park property to aid in the master plan review and design documents.

Task 1C – SWT will obtain more detailed field survey of specific site areas as necessary for design and permitting. This may include bridge crossing locations, trail alignments, and bike park elements within woodland areas, etc.

Products of Task 1:

SWT shall produce clear, concise topographic base information and survey that will be compliant for project scope. SWT will provide survey information and documentation to Client in an appropriate format. This information to include:

- One (1) Topographic Survey CAD file.
- One (1) Topographic Survey PDF file.
- One (1) Topographic Survey print copy (upon request).

Meetings for Task 1:

- One (1) Coordination meeting to discuss methods and schedule for survey work (virtual).

TASK 2 – GEOTECHNICAL SERVICES

The purpose of geotechnical services will be to explore subsurface conditions and develop general understanding of feasibility for development of proposed park amenities within identified areas on the park property.

Task 2A – SWT with Client will identify 12-16 boring locations within the park for the following items:

- Bridge abutments (4 total - one at each abutment location for two bridges)
- Larger Shelter (2 total)
- Restrooms (2 total)
- Children's Bicycle Playground & BMX Pump Track (2 total)
- Parking lots and other areas as identified (6 total)

Task 2B – SWT will provide an email summary of findings with the initial borings in Task 3, and a formal report of findings and recommendations for each location in Task 5 which will address the following:

1. Allowable bearing pressures and depths for footings and foundations.
2. Additional foundation alternatives for bridge and overpass structures.
3. Seismic coefficients for building design.
4. Anticipated settlement based on general soil characteristics.
5. Discussion of shrink/swell potential for subgrade soils.
6. Slab design criteria.
7. Pavement design recommendations.
8. Lateral pressures for design of minor retaining walls.
9. General location and description of fill materials if encountered.
10. Influence of groundwater and/or bedrock if encountered.
11. Structural fill considerations.
12. Site development and geotechnical construction recommendations.

Task 2C– Two (2) core samples will be taken of the Soccer Field Road to confirm the roadway profile and determine the extent, if any, of roadway replacement necessary to meet City standard roadway section.

Products of Task 2:

SWT shall produce digital report of findings as defined above.

Meetings for Task 2:

- One (1) Coordination meeting to identify sampling locations and discuss schedule for field work.

TASK 3 – NATURAL RESOURCE AND SITE DETERMINATION SERVICES

SWT to perform natural resource services to confirm master plan vision and identify opportunities and challenges present in the existing site conditions that may impact the project timeline. These services will characterize the existing site conditions, determine the extent of identified natural resource items present within the park property, and determine the impact of these conditions on the development of the proposed park. This review is not intended to inclusive of all required studies for permitting and development of the park. Natural resource services included in this scope of work include:

Task 3A – Wetland Delineation / Waters of the U.S. Assessment and Report

1. Determine the extent of on-site waterbodies and wetlands likely considered to be waters of the United States and regulated by the USACE.
2. Results of research and field reconnaissance will be mapped on site survey and summarized in a report with narrative, illustrations, and existing site photos depicting findings.

Task 3B – Impact Assessment, No-rise Certification, and 404/401 Permit Application Submittal

1. Based on jurisdictional findings and proposed park development, an impact assessment report will be prepared.
2. Based on the site impact assessment, a Section 404/401 permit application submitted to the USACE and MDNR to initiate permit process as a component of the schematic design process. See Task 6 for permitting work.

3. If sufficient detail is developed at schematic design to determine no wetland or waterbodies will be impacted by the proposed phase one park development a "no permit required" letter can be requested from the USACE. See Task 6 for permitting work.
4. For development within the floodway, a FEMA no-rise certification will be obtained as required. See Task 6 for permitting work.

Task 3C – Threatened and Endangered Species and Bat Habitat Assessment

1. In an effort to identify potential impacts on park development this report will identify if the site contains potential habitat for threatened or endangered bat species.
2. Includes a Natural Heritage Review Report through MDC Heritage program.
3. This effort is a required step in the Section 404 Permit Application and in applying for a land disturbance permit.
4. Additional site-specific surveys may be required my United States Fish and Wildlife Services (USFWS) following completion of this report, and are not included in this scope of work.

Task 3D – Materials Storage Piles Testing and Determination Report

1. To identify potential impacts on park construction the material piles along the tree line south of overhead powerline easement will be inspected and tested as necessary for hazardous materials or other conditions that might impact construction or use of the site.
2. Based on the findings, appropriate actions will be taken as directed. This work, if required, will be an additional service to the base contract.

Task 3E – Cultural Resource Assessment

1. **Phase One Cultural Resource Desktop Review** – this review will be performed for the approximately 63.5 acres of the park property located south of Turkey Creek. Based on documentation from City of Joplin, the 31.68 acres north of Turkey Creek were included in a Cultural Resource Assessment completed in 2014 and is not included in this scope of work.
2. **Phase II Cultural Resources Assessment Survey (pt 1)** – based on the 2014 Cultural Resources Report an area noted as 23JP1224 was noted as may being eligible for the National Register of Historic Places and requiring Phase II testing if impacted by development. This scope includes Phase II testing of this area to identify the potential for reducing the protected area, allowing for more developable area and clearer indication of area to remain undisturbed.
3. **Phase II Cultural Resources Assessment Survey (pt 2)** – no additional Phase II assessment is included in this scope of work. If Phase One review indicates the need for Phase II testing of additional area, a scope and fee for this work can be prepared as an additional service.
4. Based on the findings, appropriate actions will be taken as directed. This work, if required, will be an additional service to the base contract.

Task 3F – Traffic Study (Optional Additional Service)

1. Assessment of exiting entry on Lone Elm Road for necessary improvements based on proposed park development program and existing conditions.
2. Assessment of Zora St. for proposed entry and parking lot location.

Products of Task 3:

SWT shall provide the following reports and documentation:

- Wetland Delineation Report (digital)
- Impact Assessment Report
- Endangered Species Consultation Reports and Bat Habitat Assessment Forms (digital)
- Materials testing report (digital)

Meetings for Task 3:

- No meetings identified in this task.

Phase II – Design Services

TASK 4 – SCHEMATIC DESIGN

SWT will evaluate the master plan, grant funding requirements, and impact of the additional information provided in Tasks 1-3 in additional to developments in this task, to confirm the vision and identify opportunities to refine the master plan with the Client. An updated Schematic Design graphic will be prepared to convey these refinements, and a magnitude-of-cost-opinion will be developed. This Schematic Design plan will establish direction and provide a guide for development of the park. It will also be used for the initial public engagement.

Task 4A **– Project Kickoff Meeting and Site Walk**

1. SWT will review existing site information, master plan, and grant documentation as a foundation for the project implementation.
2. SWT and Client will meet to kickoff the project effort and introduce full team. Agenda items for this meet may include, but are not limited to:
    - review preliminary investigation findings (or coordinate work if initial effort)
    - review project schedule (may be dependent on Phase 1 completion)
    - discuss community engagement activities and schedule.
    - identify key dates and task deliverables.
    - confirm any imminent grant related coordination or action items.
    - review bike park elements and discuss locations and construction feasibility.
    - evaluate grant budget and realities of project development as initiation to budget allocation and grant coordination.
3. SWT and Client will walk the park property to review master plan concept with available site information from Tasks 1-3 to discuss program and layout of bike park and park amenities.

Task 4B **– Existing Infrastructure and Site Inventory and Assessment**

1. SWT will review the existing conditions of infrastructure and site structures to identify the extent of services and impact on park development. These elements are anticipated to include:
    - Electrical services and easements.
    - Water service and easements.
    - Storm Sewer service and easements.
    - Sanitary Sewer service and easements.
    - Natural Gas service and easements.
    - On-site Stormwater management.
    - General easements and development restrictions.

2. SWT will initiate contact with review and oversight agencies at appropriate time in the process and in coordination with the Client.

Task 4C **– Master Plan and Grant Application Program Review and Confirmation / Schematic Design**

1. SWT will review the existing master plan concept with the information collected in completed Tasks 1-4B and identify needs and opportunities for modifications of the existing master plan concept and program to develop a schematic design plan for the park.
2. The Schematic design documents will be developed for the following areas of the master plan to reach an understanding with the Client regarding the requirements of the project:
   a. Site Utilities – Schematic Design is anticipated to include:
      - Coordinate with utility companies for connections if not currently provided on site.
      - Coordinate with utility companies for condition of existing service and required upgrades or replacements for park development.
      - Evaluate opportunities to minimize utility costs.
      - Identify service routes and connections to and in the park.
      - Identify anticipated additional service needs for park amenities.

   b. Bike Park – Create up to 2(two) concept alternatives for program and identity of the bike park. Elements to be included in the bike park include:
      - Bicycle Single Track – Identify conceptual routing, components and materials.
      - 3 All Surface Flow Lines (asphalt) - Identify conceptual routing and character.
      - BMX Pump Track – Identify location, size, materials, components, and character.
      - Bicycle Playground – Identify location, size, materials, components, and character.
      - Skills Features – Identify types, locations, materials, and aesthetics.
      - Bridge – Identify location, size, style, and character.
      - Lighting – Identify areas for lighting and standards for lighting levels and use.
      - Security Cameras – identify locations and products for use.

   c. Park Buildings and Amenities – Schematic design for structures will identify location, size, program, and service needs for these amenities. It will further define architectural character and design materials to assist in schematic pricing. Elements to include:
      - Shelter –Define size, location, architectural character, and program elements.
      - Pre-fabricated Restrooms – Define size, location, and architectural character.
      - Site Amenities: Bike Racks, Fix-it Station, Seating and other amenities. Define locations and styles.
      - Public Art and Signage – Identify locations, styles, and standards for signage system.

   d. Vehicular Entries and Circulation – Refine access and drives and explore materials and standards for construction of vehicular infrastructure. Elements to include:
      - Meet with City Joplin Engineering and Jasper County Highways to determine design standards and improvement requirements for existing park entry on N Lone Elm Road and proposed park entry from W Zora St.
      - Existing Park Entry – Identify necessary improvements.
      - New Park Entry on Zora – Identify location options and design requirements.

- Park Drives – Define necessary improvements to existing drive and new drive alignment within park. Confirm design standards for improvements and new park drives. Standards may include, but are not limited to, types based on level of use, materials, and lighting. (if necessary)
- Parking Lots – Locate and size parking lots and create design standards. Standards may include, but are not limited to materials, access, and lighting.

e. Pedestrian Entries and Circulation – Refine access and trail systems and explore materials and standards for construction of pedestrian infrastructure. Elements to include:

- Entries and Trailheads – Define standards for entry and trailhead elements.
- Paved Trails – Define trail typologies and alignment within park and create design standards for trail system. Standards may include but are not limited to types based on level of use, materials and lighting.
- Bridges and Boardwalks – Identify locations based on proposed trail alignment and define design standards and character.

f. Landscape Zones – Define overall approach to landscape within the park and identify specific landscape approaches based on existing conditions and appropriate ecological communities. These classifications will assist with future development of the park and long-term maintenance and management of the park landscape. Zones may include, but are not limited to:

- Woodlands
- Meadow / Prairie
- Riparian Creek Edges
- Park Entries
- Mowed Turf

Task 4D – Cost Opinion

1. SWT will prepare an order-of-magnitude cost opinion for park program development areas. This cost opinion is intended to define project areas and as a comparison with the grant award finding breakdown for confirmation of development direction and allocation of grant funding.
2. Following development of the schematic design plan and cost opinion, SWT and Client will meet virtually to review the identified needs and opportunities and resulting schematic design plan and cost opinion.
3. SWT will update the schematic design plan and cost opinion following review with Client.
4. SWT and Client will review the plan and order-of-magnitude cost opinion against the grant funding and overall project budget as a true-up.
5. Areas out of alignment will be identified for further discussion and development in the next phase of documentation.

Task 4E – Mass Grading and Areas of Disturbance Plan

Following confirmation of program and amenity locations a preliminary grading plan will be prepared to identify limits of work, earthwork balancing, and permitting.

1. Plan will include spot elevations at amenities and other key locations.
2. Conceptual grading will be prepared for circulation, parking, bike park disturbance area.
3. At this time additional site survey work may be performed to obtain more detailed site information in specific project areas.

4. At this time geotechnical borings may be performed if held for more clarity.
5. SWT will coordinate with Client to develop an order-of-magnitude cost opinion for the schematic design plan based on review and additional site information obtained in Tasks 1-3.
6. The Overall Site Plan will include locations, alignments, and sizes of park amenities. Design standards for park elements will be established for aesthetics and pricing, and to develop the character of the park. This task will also include the feasibility of incorporating environmentally responsible design approaches to the park elements. Schematic design documents will be developed for the following areas of the master plan to reach an understanding with the Client regarding the requirements of the project.

Task 4F – Community Engagement 01

1. Following review and revisions to the schematic design plan, a community engagement meeting will be scheduled with online engagement opportunity through a standalone webpage managed by SWT and linked to through the Parks and Recreation website.
2. SWT will work with Client and prepare documentation to share in the public meeting as a short presentation and open house experience which will be replicated for sharing online for a limited time as a Survey Monkey with narrative introduction.
3. Information to be shared with the community includes, but is not limited to:
   a. share an overview of the project and requirements of the grant funding
   b. update on project progress
   c. review the overall project schedule.
   d. solicit input
4. SWT will provide a rendered site plan and image boards for display at the meeting and inclusion in Survey Monkey to solicit input from the community. Input will be focused on:
   a. Questions about the overall project and concept design
   b. Input on style/details of park element – shelter, restroom, amenities, etc.
   c. Input on style/details of bike park elements
5. SWT will include information at the meeting and online directing the community to where they can access progress updates and notification of the second engagement meeting. This may include the City of Joplin website, social media, or other ways the City updates the community.

Task 4I – Schematic Design Package / Grant Coordination Support

1. Following the community engagement task SWT will revise the schematic design plan and cost opinion to incorporate agreed upon changes from input received.
2. Review of this schematic design package with Client for approval to proceed to next phase.
3. SWT will provide Client with supporting documents and information as needed for grant reporting and scope of work confirmation.
4. Client will manage grant coordination and documentation.

Products of Task 4:

SWT shall produce an existing site and master plan concept and budget evaluation and analysis. From this documentation SWT will produce a Schematic Design package with plan, costing, summary of input, and grant related documentation. SWT will provide the Schematic Design information and documentation to Client in an appropriate format. This information to include:

- One (1) Schematic Design Graphic
- Order-of-magnitude cost opinion with grant funding comparison
- Grant reporting documentation as requested by Client

Meetings for Task 4:

- One (1) Kick Off Meeting and Site Visit for Master Plan Review (if desired)
- One (1) Analysis and Program Review Meeting
- One (1) Schematic Design Plan and Cost Opinion Progress Review Meeting (community meeting prep.)
- One (1) Community Engagement Meeting + Site Walk for Concept Review
- One (1) Community Engagement Feedback Review and Plan Revision Confirmation Meeting
- One (1) Final Overall Schematic Design Review Meeting and Grant Coordination Check-in

TASK 5 – DESIGN DEVELOPMENT

Based on the approved Schematic Design and Cost Opinion, SWT shall prepare Design Development drawings and initiate permitting process as identified in Task 4. The work to be performed by SWT is as follows:

Task 5A – Design Development Documents

SWT shall produce a Design Development drawing package in CAD format consisting of plans, sections, elevations, typical construction details, and other documents as may be appropriate to fix and describe the size and character of the Project. Project elements may include, but are not limited to the elements listed below as defined in Task 4:

1. Site Utilities
2. Bike Park
3. Park Buildings and Amenities
4. Vehicular Entries and Circulation
5. Pedestrian Entries and Circulation
6. Landscape Zones

Task 5B – Outline Specifications

SWT will provide outline specifications identifying amenity materials and establishing level of quality.

Task 5C – Update Phase One Implementation Cost Opinion and Grant Alignment

SWT will update the cost opinion based on Design Development package and coordinate with Client for grant alignment.

Task 5D – Community Engagement 02

1. Following review of the Design Development package with Client, a community engagement meeting with be scheduled to share the final design intent for the park development. This information will also be made available for community review via City website and social media.
2. SWT will work with Client and prepare documentation to share in the public meeting as a short presentation and open house experience. This meeting is intended to be information sharing with limited input or feedback.
3. Information to be shared with the community includes, but is not limited to:
    i. share an updated site plan for overall park development
    ii. share information on bike park elements included in park development
    iii. share anticipated schedule for bidding and construction
    iv. open discussion and answer community questions
4. SWT will provide a rendered site plan and park amenity details for display at the meeting and inclusion on City website and social media as determined by Client.
5. SWT will include information at the meeting and online directing the community to where they can access progress updates and notification on project progress. This will include the stand-

alone project webpage as well as other engagement tools such as the City of Joplin website, social media, or other ways the City updates the community.

Task 5E – Task Submittal and Approval

1. Following completion of Task 5 SWT shall submit the Design Development Documents to the Client in PDF format and request written Client approval to proceed to Task 7.
2. Submittal to include summary of adjustments in design and/or cost from Task 4 submittal package, and adjustments to scope or budget based on the Design Development package review.

Products of Task 5:
SWT shall produce clear, concise drawings that will be compliant with project scope. Upon approval of project documents, SWT will provide project documentation to Client in appropriate format. Documentation to include:

- Design Development Drawing Package (PDF)
- Design Development Cost Opinion (PDF)
- Outline Specifications (PDF)

Meetings for Task 5:

- Two (2) Design Development Review and Coordination Meetings with Client
- One (1) Community Engagement Meeting – Meeting 02
- Two (2) City and Permitting Agencies Review and Coordination Meetings
- One (1) Final Design Development Review Meeting with Client / City Council Presentation

TASK 6 – PERMITTING DOCUMENTATION

Based on the master plan for the park development it is anticipated that permitting will be required for development in the flood plain for park and bike improvements and floodway for bridge crossings of Turkey Creek and Joplin Creek. Documentation will be prepared to comply with the Joplin Floodplain Management Ordinance and permitting agencies including FEMA and MDNR. This work will run concurrently with Task 5 and Task 7 as necessary to meet permitting requirements. Work anticipated for permitting includes:

Task 6A – Floodplain Study Documents

Using the park site survey and available data from the City of Joplin, FEMA, and/or SEMA SWT shall prepare floodplain studies for sections of Turkey Creek and Joplin Creek impacted by the project. Responsibilities include:

1. Obtaining available information from the aforementioned agencies.
2. Site visit to confirm conditions.
3. Meeting with Client and review agencies as needed to clarify requirements and strategies.
4. Prepare, submit, and revise report of findings to obtain permits and approvals, including:
    - No-rise Certification (digital)
    - If site design allows: request “no permit required” letter from USACE
    - Section 404/401 Permit applications to USACE/MDNR

Task 6B – Anticipated Permitting and Approvals

1. Land Disturbance – City of Joplin Engineering, MDNR
2. Floodplain – City of Joplin Engineering, USACE+MDNR
3. Stormwater – City of Joplin Engineering
4. Entrances – Jasper County Highway Department, City of Joplin Engineering
5. Transmission Line Crossing – Liberty Utilities
6. Restroom & Pavilions – City of Joplin Building Division

Products of Task 6:
SWT shall produce clear, concise set of reports for submittal to agencies as needed to obtain permits.

Meetings for Task 6:

- Meetings are incorporated into Task 5 and Task 7 Meetings

TASK 7 – CONSTRUCTION DOCUMENTS

Based on the approved Design Development Documents and construction budget, SWT shall prepare Construction Documents for the Clients approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and permitting coordination. The work to be performed is as follows:

Task 7A – Construction Documents

SWT shall produce Construction Documents consisting of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Project. The Client and SWT acknowledge that in order to construct the work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the SWT shall review in accordance with Task 8 below.

Project elements may include, but are not limited to the elements listed below as defined in Task 5:

1. Site Utilities
2. Bike Park
3. Park Buildings and Amenities
4. Vehicular Entries and Circulation
5. Pedestrian Entries and Circulation
6. Landscape Zones

Task 7B – Bid Specifications

1. SWT will prepare technical specifications stating materials or products to be used. Provide samples and/or cut sheets of selected fixtures, furniture, site amenities and finish materials.
2. SWT will identify with Client, and incorporate, design requirements of governmental authorities having jurisdiction over the project.
3. SWT will assist the Client in the development and preparation of:
    i. Bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms.
    ii. The form of agreement between the Client and Contractor (Provided by Client and include in Bid Documents by SWT).
    iii. The Conditions of the Contract for Construction (General, Supplementary and other Conditions). SWT shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

Task 7C – Update Implementation Cost Opinion and Grant Alignment

SWT will update the Phase One implementation cost opinion based on the Construction Document package and coordinate with Client for grant alignment.

Task 7D – Task Submittal and Approval

1. Following completion of Task 7 SWT shall submit the Construction Documents to the Client in PDF format and request written Client approval and authorization to proceed to Task 8.

2. Submittal to include summary of adjustments in design and/or cost from Task 5 submittal package, and outline of recommendations for adjustments to project scope or budget based on the Construction Document package.

Products of Task 7:
SWT shall produce clear, concise drawings that will be compliant with project scope. Upon approval of project documents, SWT will provide project documentation to Client in appropriate format. Documentation to include:

- Construction Document Drawing Package (PDF)
- Bid Specification Package/ Bid Manual (PDF)
- Construction Document Cost Opinion (PDF)

Meetings for Task 7:
- Two (2) Construction Document and Budget Coordination/Permitting Coordination meeting with Client
- One (1) Review Meeting – 50% Construction Document Review with Client
- One (1) Review Meeting – 90% Construction Document Review with Client
- One (1) Review Meeting – 100% Final Construction Document Review Meeting with Client

Phase II – Bidding and Construction Phase Services

TASK 8 – BIDDING AND NEGOTIATION

After acceptance by Client of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents, and the most recent opinion of probable Construction Cost as determined in the Construction Document Phase, and upon written authorization by Client to proceed, Engineer shall:

Task 8A – SWT shall assist the Client in preparing the advertisement for bid.

Task 8B – Competitive Bidding

1. Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
2. SWT shall assist the Client in bidding the Project by providing access to digital copies of Bidding Documents from SWT FTP/City of Joplin website as well as posting on Client preferred plan room or print company for distribution to prospective bidders. SWT will maintain a log contractors who have obtained bid package from SWT if distributed through our FTP.
3. SWT will assist Client in conducting a pre-bid conference for prospective bidders.
4. If Federal funding is involved, set up prequalification's for contractor. This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file.
5. SWT will assist Client in preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.
6. SWT will consider requests for substitutions and 'or equals", if permitted, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.
7. SWT will attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts. attend the public bid opening and assist Client in distributing the bidding results.

Task 8C –The Bidding Phase will be considered complete upon commencement of the Construction Phase.

Products of Task 8:
Client identified bid process and selection of general contractor for project implementation.

Meetings for Task 8:

- One (1) Bid Process and Recommended Contractor Coordination Meeting with Client
- One (1) Pre-Bid Meeting with Client and Interested Contractors
- One (1) Public Bid Opening / Proposal Review with Client
- One (1) Contractor Interviews and Evaluation with Client (up to three contractor interviews if desired)

TASK 9 – CONSTRUCTION PHASE SERVICES

Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, SWT shall commence with construction phase services as identified below. Once the project design is completed, SWT will work to engage TerraCon, or other local partner, in performing this scope where possible.

Task 9A – After completion of the Final Design Phase and concurrent with the Bidding Phase SWT and Owner shall discuss, resolve, and document any revisions to SWT's scope of services or compensation or the time for completion of SWTs services, resulting from modifications to the Project.

1. SWT shall be responsible only for those services expressly required of SWT herein.
2. Owner waives all claims against SWT and its officers, directors, members, partners, agents, employees, and Subconsultants, and SWT's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of SWT herein. Notwithstanding the foregoing waiver, SWT shall be responsible for any professional opinions and interpretations provided by SWT to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.

Task 9B – General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth herein, the extent and limitations of the duties, responsibilities, and authority of SWT shall be as assigned in the General Conditions of the Construction Contract. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through SWT.

1. If the responsibilities of SWT as set forth in the Construction Contract are greater than those Construction Phase services expressly required of SWT herein, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate SWT for any related increases in the cost to provide Construction Phase services, or (2) identify a qualified individual or entity (other than SWT) responsible for the additional responsibilities in the Construction Contract.
2. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of SWT in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on SWT, or if Owner requires SWT's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate SWT for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
3. SWT shall not be required to furnish or perform services contrary to SWT's responsibilities as a licensed professional.

Task 9C – Selection of Independent Testing Laboratory: Assist Owner in the development of a quality assurance plan and in the selection of an independent testing laboratory to perform required testing services.

Task 9D – Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.

Task 9E – Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, SWT, and Contractor shall jointly develop such protocols.

Task 9F – Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to SWT, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of SWT's comments or acceptance of schedules.

1. Schedules will be acceptable to SWT as to form and substance:

    i. Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on SWT responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

    ii. Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.

    iii. Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

Task 9G – Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in SWT's judgment are necessary to enable Contractor to proceed.

Task 9H – Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by SWT for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.

Task 9I – Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

1. Make visits to the Site at approximately weekly intervals during periods of active construction, as SWT deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by SWT, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to SWT in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on SWT's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, SWT will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and SWT shall keep Owner informed of the progress of the Work. SWT will make a report of SWT's visit, summarizing SWT's general observations and any significant findings.

2. The purpose of SWT's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable SWT to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by SWT during the Construction Phase, and, in addition, by the exercise of SWT's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. SWT will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will SWT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, SWT neither guarantees the performance of any Constructor nor assumes

responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

Task 9J – Defective Work: If, on the basis of SWT's observations or as indicated in documentation available to SWT, SWT believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, SWT will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to SWT's understanding) of defect, and associated provisions of the Construction Contract Documents.

1. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. SWT shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.

2. However, SWT's authority to provide this information to Owner or SWT's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the SWT to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

Task 9K – Compatibility with Design Concept: If SWT has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

Task 9L – Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

Task 9M – Non-reviewable Matters: If a submitted matter in question concerns the SWT's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then SWT will promptly give written notice to Owner and Contractor that SWT will not provide a decision or interpretation.

Task 9N – Field Orders: Subject to any limitations in the Construction Contract Documents, SWT may prepare and issue Field Orders requiring minor changes in the Work.

Task 9O – Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

Task 9P – Change Proposals and Claims

1. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 14 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then SWT will notify the parties that the SWT will not resolve the Change Proposal.

2. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

Task 9Q – Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of SWT's obligations under this Agreement.

Task 9R – Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. SWT shall meet any Contractor's Submittal schedule that SWT has accepted.

Task 9S – Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

Task 9T – Inspections and Tests

1. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. SWT's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. SWT shall be entitled to rely on the results of such inspections and tests.
2. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
3. Issue written requests to Contractor that specific portions of the Work remain uncovered.
4. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
5. Pursuant to the terms of the Construction Contract, additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

Task 9U – Contractor's Applications for Payment: Based on SWT's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

1. Determine the amounts that SWT recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute SWT's representation to Owner, based on such observations and review, that, within the limits of SWT's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is SWT's responsibility to observe the Work. In the case of unit price Work, SWT's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
2. By recommending payment, SWT shall not thereby be deemed to have represented that observations made by SWT to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to SWT in this Agreement. Neither SWT's review of Contractor's Work for the purposes

of recommending payments nor SWT's recommendation of any payment including final payment will impose on SWT responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on SWT to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

Task 9V – Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph 1.02.18 herein. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of SWT's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

Task 9W – Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

Task 9X – Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

1. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;
2. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
3. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
4. if SWT is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit A), stating that the Work is acceptable (subject to the provisions of the Notice and this Scope) within the limits of SWT's knowledge, information, and belief, and based on the extent of the services provided by SWT under this Agreement.

Task 9Y – Standards for Certain Construction-Phase Decisions: SWT will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, SWT will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

Task 9Z – Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by SWT for final payment to Contractor. SWT shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

Task 9AA – Post-Construction Phase

1. Upon written authorization from Owner during the Post-Construction Phase, SWT shall:
    i. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
    ii. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
2. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

Products of Task 9:
SWT will provide the Client with construction-related services throughout the construction period of the project. It is anticipated that the construction period for this project will be 10-12 months as identified in the City provided project schedule.

Meetings for Task 9:
- One (1) Pre-Construction Meetings with Client and Contractor
- Weekly Site Visits during Construction Period = 40 - 50 visits based on 10-12 month construction schedule. SWT to coordinate with Client to track visits and provide field notes following site visits.
- One (1) IMBA site visit for up to four (4) days to flag up to 10 miles of natural surface trail alignments.
- One (1) Punchlist Review
- One (1) Post Construction Site Walk
- One (1) Warranty Review Walk

ATTACHMENT "B"

PROJECT MILESTONES AND TEAM MEETINGS

PROJECT MILESTONES AND TEAM MEETINGS SUMMARY

Phase 1: Preliminary Investigation & Base Information *- 2 total meetings (virtual) not incl. bi-weekly*

Task 1 **- Topographic and Boundary Survey**

- One (1) Coordination meeting to discuss methods and schedule for survey work (virtual).

Task 2 **– Geotechnical Services**

- One (1) Coordination meeting to identify sampling locations & discuss schedule for field work (virtual).

Task 3 **– Natural Resource and Site Determination Services**

- No meetings identified in this task.

Phase 2: Design Services - 17 total meetings not incl. bi-weekly (9 virtual / 8 in-person)

Task 4 **– Schematic Design**

- One (1) Kick Off Meeting and Site Visit for Master Plan Review (if desired)
- One (1) Analysis and Program Review Meeting (virtual)
- One (1) Schematic Design Plan and Cost Opinion Progress Review Meeting/Com. Mtg. Prep. (virtual)
- One (1) Community Engagement Meeting + Site Walk for Concept Review
- One (1) Community Engagement Feedback Review and Plan Revision Confirmation Meeting (virtual)
- One (1) Final Overall Schematic Design Review Meeting and Grant Coordination Check-in

Task 5 **– Design Development**

- Two (2) Design Development Review and Coordination Meetings with Client (one virtual)
- One (1) Community Engagement Meeting – Meeting 02
- Two (2) City / Permitting Agencies Review and Coordination Meetings (virtual or paired with other trips)
- One (1) Final Design Development Review Meeting with Client and City Council Presentation
- Bi-weekly Progress Check-in Meetings (virtual)

Task 6 **– Permitting Documentation**

- Meetings are incorporated into Task 5 and Task 7 Meetings

Task 7 **– Construction Documents**

- Two (2) Construction Document & Budget/Permitting Coordination meeting with Client (one virtual)
- One (1) Review Meeting – 50% Construction Document Review with Client (virtual)
- One (1) Review Meeting – 90% Construction Document Review with Client
- One (1) Review Meeting – 100% Final Construction Document Review Meeting with Client
- Bi-weekly Progress Check-in Meetings (virtual)

Phase 3: Bidding and Constructions Phase Services - 8 total meetings plus Construction Visits

Task 8 - B*id and Negotiation*

- One (1) Bid Process and Recommended Contractor Coordination Meeting with Client
- One (1) Pre-Bid Meeting with Client and Interested Contractors
- One (1) Public Bid Opening / Proposal Review with Client
- One (1) Contractor Interviews and Evaluation with Client (up to three contractor interviews if desired)

Task 9 – **Construction Phase Services (intent to engage local partner in performing these services)**

- One (1) Pre-Construction Meetings with Client and Contractor
- Weekly Site Visits during Construction Period Estimated at One Year – 48 - 50 visits. SWT to coordinate with Client to track visits and provide field note updates following site visits.
- One (1) IMBA site visit for up to four (4) days to flag up to 10 miles of natural surface trail alignments.
- One (1) Punchlist Review
- One (1) Post Construction Site Walk
- One (1) Warranty Review Walk

ATTACHMENT "C"

COMPENSATION

5.1 COMPENSATION: SCOPE OF WORK

5.1.1 Compensation for SWT's services performed as outlined in Attachment "A" Scope of Work Tasks 1-7 will be on a lump-sum basis totaling $370,240.70 and Tasks 8 and 9 will be billed Hourly Not to Exceed $251,605.00 as broken out below. The project will be billed out monthly as a percentage of completion per Task 1-8 and hourly for Tasks 8-9 as follows:

Phase 1: Preliminary Investigation and Base Information

- Task 1 – Topographic and Boundary Survey $36,150.00
- Task 2 – Geotechnical Services $17,445.70
- Task 3 – Natural Resources and Site Determination ..... $43,750.00 (not including 3F)
    - 3A,B and C $4,250.00
    - 3D $6,750.00
    - 3E $32,750.00
    - 3F ..... $10,000 - $15,000 (if needed; not in Task 3 total above)

Phase 2: Design Services

- Task 4 – Schematic Design $74,255.00
- Task 5 – Design Development $80,925.00
- Task 6 – Permitting Documentation $31,720.00
- Task 7 – Construction Documents $85,995.00

Phase 3: Bidding and Construction Phase Services (hourly not to exceed)

- Task 8 – Bidding and Negotiation $29,160.00
- Task 9 – Construction Phase Services $222,445.00

5.1.2 Direct Expenses: Expenses for all team members other than IMBA are included in the lump sum fees for Phase 1 and Phase 2 work identified above.

5.1.3 Reimbursable expenses:

5.1.3.1 For IMBA travel and associated efforts, are not included in the lump sum above fees, and will be billed to the Client at cost plus 10% administrative fees. Personal car mileage will be billed at the prevailing rate established by the IRS. **Reimbursable expenses shall not exceed $20,000** without mutual agreement between the Client and SWT. If sub-consultants are needed for additional work items, SWT and the Client will mutually agree. Billing for SWT fees and reimbursable expenses will be submitted monthly. Payment shall be due within 30 days from the date of invoice.

5.1.3.2 Construction Phase Services are billed Hourly Not to Exceed and associated expenses will be billed to the Client at cost plus 10% administrative fees. Personal car mileage will be billed at the prevailing rate established by the IRS. **Reimbursable expenses shall not exceed $35,000** without mutual agreement between the Client and SWT. If sub-consultants are needed for additional work items, SWT and the Client will mutually agree. Billing for SWT fees and reimbursable expenses will be submitted monthly. Payment shall be due within 30 days from the date of invoice.

5.2 Hourly Rates

SWT Design:

Managing Partner	$225.00
Partner	$190.00
Sr. Associate I	$155.00
Sr. Associate II	$145.00
Civil Engineer I	$155.00
Civil Engineer II	$135.00
Senior Professional Land Surveyor	$150.00
Professional Land Surveyor	$120.00
Staff Surveyor	$ 90.00
Survey Draftsperson	$110.00
Senior Planner	$150.00
Planner	$125.00
Associate	$125.00
Designer	$ 95.00
Staff I	$ 90.00
Staff II	$ 80.00
Staff III	$ 70.00
Administrative	$110.00
Clerical	$ 70.00

International Mountain Biking Association (IMBA):

Director	$170.00
Planner 2	$140.00
Planner 1	$110.00