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City of Omaha
Jean Stothert, Mayor

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CITY CLERK
OMAHA, NEBRASKA

Public Works Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 601
Omaha, Nebraska 68183-0601
(402) 444-5220
Fax (402) 444-5248

Robert G. Stubbe, P.E.
Public Works Director

Honorable President

and Members of the City Council,

Transmitted herewith is a Resolution approving Amendment No. 1 to a Professional Services Agreement with CH2M Hill, Inc. to provide professional engineering services for Project OPW 52101, being the Hell Creek Rehabilitation project, located on Hell Creek near Westwood Lane. This project is identified in the 2014-2019 Capital Improvement Program as Environment Project No.401. The original Agreement was approved by Council Resolution No. 160 on February 4, 2014.

The attached Amendment to the Agreement authorizes CH2M Hill Engineers, Inc., to proceed with final design for the Hell Creek portion and for monitoring services on the recently completed Rockbrook portion not included in the scope of the original contract or previous Amendments, which are now necessary for completion of this project. The exact scope of services is included in the attached Amendment.

CH2M Hill Engineers, Inc. has agreed to perform these services for a fee not to exceed \$560,300.00, which is payable from the 2010 Environmental Fund 13123, Environmental Bonds Organization 117217.

CH2M Hill Engineers, Inc. has filed the required Contract Compliance Report, Form CC-1, in the Human Rights and Relations Department.

The Public Works Department requests your consideration and approval of the attached Resolution and Amendment.

Respectfully submitted,

Referred to City Council for Consideration:

Robert G. Stubbe 9-9-14
Robert G. Stubbe, P.E. Date
Public Works Director

Jean Stothert 9/17/14
Mayor's Office Date

Approved as to Funding:

Approved:

Stephen B. Curtiss 9/15/14
Stephen B. Curtiss Date
Finance Director

Blondie Likens 9/17/14
Human Rights and Relations Date
Department

AMENDMENT NO 1 TO PROFESSIONAL SERVICES AGREEMENT

THIS Amendment is hereby made and entered into this _____ day of _____, 2014, by and between the City of Omaha, a municipal corporation located in Douglas County, Nebraska (hereinafter referred to as the "City"), and CH2M HILL Engineers, Inc. (hereinafter referred to as the "Provider" or "Contractor").

WHEREAS, there now exists an agreement between the two parties dated 5 February 2014 covering **Hell Creek Rehabilitation at Westwood Lane Preliminary Design**, and

WHEREAS, Article 5.10 Exhibit D "Supplemental Provisions" of the above-referenced Agreement provides that additional services not covered by the original scope of the Agreement and additional compensation be paid on the basis of an Amendment to the original Agreement, and

WHEREAS, some provisions of the Professional Services Agreement have been revised and will be stated below, and

WHEREAS, it is the desire of both parties that the Provider provide additional services required for the project and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

I. PROJECT NAME AND DESCRIPTION

Amendment 1 to **Hell Creek Rehabilitation at Westwood Lane Preliminary Design** (OPW 52101); called **Hell Creek Rehabilitation at Westwood Lane Final Design**.

II. DUTIES OF PROVIDER

- A. Provider agrees to perform professional services, as set out and more fully described in the Proposal attached hereto, for the City, relative to the above-referenced project which is illustrated in Exhibit "B" attached hereto. Such services shall be completed within a 1,200 day period after receipt of a purchase order from the City.
- B. Provider designates Emily Holtzclaw whose business address and phone number is 222 South 15th St., Ste. 1402-S, Omaha, NE 68102, (402) 609-7510 as its project manager and contact person for this project.
- C. Provider agrees to maintain records and accounts, including personnel, financial and property records, sufficient to identify and account for all costs pertaining to the project and certain other records as may be required by the City to assure a proper accounting for all project funds. These records shall be made available to the City for audit purposes and shall be retained for a period of five (5) years after the expiration of this Agreement.
- D. Provider agrees to prepare a schedule of compensation, detailing hourly rates for all compensated providers, employees, and subcontractors.
- E. Provider agrees to complete, within 1,200 calendar days of receipt of a purchase order from the City, the necessary services. The City recognizes that completion within this deadline is contingent upon timely response from utilities and City input.
- F. Provider agrees to have a current Contract Compliance Form (CC-1) on file with the City's Human Rights and Relations Department prior to signing the agreement.

III. DUTIES OF CITY

- A. City designates Selma Kessler whose business address and phone number are 5600 South 10th Street, Omaha, Nebraska 68107, (402) 444-3915 ext. 221 as its contact person for this project, who shall provide a notice to proceed and such other written authorizations as are necessary to commence for proceed with the project and various aspects of it.

IV. COMPENSATION AND PAYMENT

- A. The cost of services as specified in the Scope of Service for Amendment No 1, shall be performed on an hourly basis, but in no event shall exceed \$560,300.00. Detailed breakdown of costs shall be shown in Exhibit "C".
- B. Reimbursable expenses shall be billed to the City by the Provider.

C. INCREASE OF FEES

The parties hereto acknowledge that, as of the date of the execution of the Agreement, Section 10-142 of the Omaha Municipal Code provides as follows: Any amendment to contracts or purchases which taken alone increase the original fee as awarded (a) by ten percent, if the original fee is one hundred fifty thousand dollars (\$150,000) or more, or (b) by seventy-five thousand dollars (\$75,000) or more, shall be approved by the City Council in advance of the acceptance of any purchase in excess of such limits. However, neither contract nor purchase amendments will be split to avoid advance approval of the City Council.

The originally approved scope and primary features of a contract or purchase will not be significantly revised as a result of amendments not approved in advance by the city council. The provisions of this section will be quoted in all future city contracts. Nothing in this section is intended to alter the authority of the mayor under section 5.16 of the Charter to approve immediate purchases.

VIII. INDEMNIFICATION

The Provider agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Provider's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Provider is legally liable. The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Provider, its officers, directors, employees and subconsultants (collectively, Provider) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs in connection with the Project, to the extent caused by the City's negligent acts or the negligent acts of anyone for whom the City is legally liable. Neither the City nor the Provider shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

X. GENERAL CONDITIONS

G. **Modification.** This Amendment 1 and the original Agreement contain the entire Agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

J. **LB 403 Contract Provisions. - NEW EMPLOYEE WORK ELIGIBILITY STATUS (all references to "Contractor" shall mean "Provider")** - The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

K. **Contract Compliance Ordinance No. 35344, Section 10-192
Equal Employment Opportunity Clause**

During the performance of this contract, the contractor agrees as follows (all references to "Contractor" shall mean "Provider") :

- 1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, gender identity, disability, or national origin. The Contractor shall ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, sexual

orientation, gender identity, or national origin. As used herein, the word "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, or national origin, age, disability.
- 3) The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Clause of the City and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Contractor shall furnish to the human rights and relations director all Federal forms containing the information and reports required by the Federal government for Federal contracts under Federal rules and regulations, and including the information required by Sections 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the human rights and relations director shall be those which are related to Paragraphs (1) through (7) of this subsection and only after reasonable notice is given the Contractor. The purpose for this provision is to provide for investigation to ascertain compliance with the program provided for herein.
- 5) The Contractor shall take such actions with respect to any subcontractor as the City may direct as a means of enforcing the provisions of Paragraphs (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event the Contractor becomes involved in or is threatened with litigation as the result of such directions by the City, the City will enter into such litigation as necessary to protect the interests of the City and to effectuate the provisions of this division; and in the case of contracts receiving Federal assistance, the Contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.
- 6) The Contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the Contractor in the same form and to the same extent as required by the Federal government for Federal contracts under Federal rules and regulations. Such compliance reports shall be filed with the human rights and relations director. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and his subcontractors.
- 7) The Contractor shall include the provisions of Paragraphs (1) through (7) of this Section, "Equal Employment Opportunity Clause", and Section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

XI. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the existing Agreement, dated 5 February 2014, that are not specifically modified by this Amendment, shall remain in full force and effect.

EXECUTED this 27 day of August, 2014.

Douglas E. Simon

Provider

By Doug Simon

Designated Manager
(Title)



[Signature]
ATTEST

EXECUTED this _____ day of _____, _____.

ATTEST

CITY OF OMAHA, A Municipal Corporation

City Clerk

By _____
Mayor

APPROVED AS TO FORM:

[Signature]
Deputy City Attorney

Revised: 5/2012

Amendment 1 - Exhibit A
OPW 52101 - Hell Creek Rehabilitation at Westwood Lane Final Design

Small and/or Emerging Small Business
Disclosure Participation Form
and
Small Business Subcontractor
Scope of Work

Utilization of Small and Emerging Small Businesses

It is the policy of the City of Omaha that Small and Emerging Small Businesses shall have the maximum practicable opportunity to participate in City of Omaha projects. Consequently, the requirements of the Small and Emerging Small Business Program ordinance apply to this solicitation. For questions on certification, including a listing of what firms are certified under the Small and Emerging Small Business Program, please see the City of Omaha website at www.ci.omaha.ne.us or contact the Human Rights and Relations Department at 444-5055.

With regard to this solicitation, the City has determined that a sufficient number of companies exist within the following **CERTIFIED GROUP(S)**:

- Tier I Emerging Small Business
- Tier II Emerging Small Business
- Tier I Small Business
- Tier II Small Business

firm to fulfill

- this entire contract
- a portion of this contract as defined below:

1. Roadway Design and Survey Services for Final Design of Hell Creek Rehabilitation at Westwood Lane (OPW 52101).
2. Annual monitoring survey for Rockbrook Tributary at Frederick Street (OPW 52101) in compliance with Section 404 of the Clean Water Act permit from US Army Corps of Engineers.

*Please note: in order to be considered for this solicitation, your firm must be **CERTIFIED** in the above-referenced category **PRIOR TO** the bid opening date of this solicitation.

Pursuant to Omaha Municipal Code Section 10-203(d), the above-referenced category of bidders will be given preference in the selection of this bid. Submittals by non-certified bidders or the failure of a prime contractor to utilize a certified subcontractor in the above-designated portion of this contract shall be deemed non-responsive and rejected. Bidders must complete Exhibit "A" and submit it with their bid to be considered.

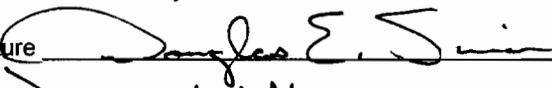
AMENDMENT 1 - EXHIBIT A
SMALL AND/OR EMERGING SMALL BUSINESS
DISCLOSURE PARTICIPATION FORM
THIS FORM MUST BE SUBMITTED WITH THE BID

In the performance of this contract, the contractor proposes and agrees to make good faith efforts to contract with eligible City of Omaha certified small and/or emerging small businesses. Should the below listed small or emerging small business subcontractor be determined to be unable to perform successfully or is not performing satisfactorily, the contractor shall obtain prior approval from the Public Works Department Director or a designee, for substitution of the below listed subcontractor with a City of Omaha certified small or emerging small business. By submitting this form, the bidder is certifying that it has afforded subcontractors participating in the program the opportunity to submit bids on this project.

Name of small or emerging small business	Address	Type of work and contract item or parts thereof to be performed	Projected commencement and completion date of work	Agreed price with SB/ESB	Percentage (%)
R.W. Engineering & Surveying, Inc.	6225 N. 89th Cir Omaha, NE 68134	Roadway Design. Annual monitoring survey for Rockbrook Tributary at Frederick Street.	Start September 9, 2014 to December 31, 2017	\$109,380	19.5%
Totals				\$109,380	19.5%

CERTIFICATION

The undersigned/contractor certifies that he/she has read, understands, and agrees to be bound by small and/or emerging small business participation contract specifications, and the other terms and conditions of the Invitation for Bids. The undersigned further certifies that he/she is legally authorized by the bidder to make the statements and representations in the small and/or emerging small business participation contract specifications and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with small and/or emerging small businesses (which are otherwise deemed by the City of Omaha to be technically responsible to perform the work) listed in the contract specifications at the price(s) set forth in this Exhibit conditioned upon execution of a contract by the undersigned with the City of Omaha. The undersigned/contractor agrees that if any of the representation made regarding utilization of small and/or emerging small business by the bidder knowing them to be false, or if there is a failure by the successful bidder (i.e. the Contractor) to implement the stated agreements, intentions, objectives, goals, and comments set forth herein without prior approval of the Public Works Director, such action shall constitute a material breach of the contract, entitling the City of Omaha to reject the contractor's bid or to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights or remedies the City of Omaha may have for other defaults under the Contract, under City of Omaha's Contract Compliance Ordinance or otherwise. Additionally, the undersigned/contractor will be subject to the terms of any future contract awards.

Signature 
 Title Designated Manager Date of Signing 8/26/14
 Firm or Corporate Name CH2M HILL Engineers, Inc.
 Address 222 So 15th St, Suite 1402-S, Omaha, NE 68102 Telephone Number 402-609-7511

AMENDMENT 1 - EXHIBIT "B"

SCOPE OF SERVICES

Amendment 1 - Exhibit "B"

SCOPE OF SERVICES

Amendment 1 to Hell Creek Rehabilitation at Westwood Lane Preliminary Design; Hell Creek Rehabilitation at Westwood Lane Final Design

This Scope of Services is for Amendment 1 to the previously executed AGREEMENT dated February 5, 2014 between CH2M HILL Engineers, Inc. (Provider or Contactor) and the City of Omaha Public Works Department (City) for the PROJECT described as the Hell Creek Rehabilitation at Westwood Lane Preliminary Design (OPW 52101).

Provider agrees to provide the City Final Design and four years of annual monitoring services as outlined.

Project Understanding

This PROJECT is a continuation of previous projects called,

- Hell Creek at Westwood Lane and Rockbrook Tributary - Phase 1- Study,
- Hell Creek Phase 2-Hydrologic and Hydraulic Modeling Study, and
- Hell Creek Rehabilitation as Westwood Lane Preliminary Design.

The PROJECT area includes Hell Creek and adjacent areas from Westwood Lane to the Union Pacific Railroad (UPRR) culvert south of C Street in Omaha, Nebraska. The Hell Creek project reach extends from Westwood Lane downstream in a generally southeastward direction to the upstream side of the UPRR culvert southwest of 121st and C Streets. There are four road crossings (culverts) within the Project reach; 126th Street, Seldin Drive, A Street, and C Street. Westwood Lane is the upstream limit of the project and the UPRR culvert is at the downstream limit of the project. The study reach is currently paved with a trapezoidal concrete liner on the channel bed and banks.

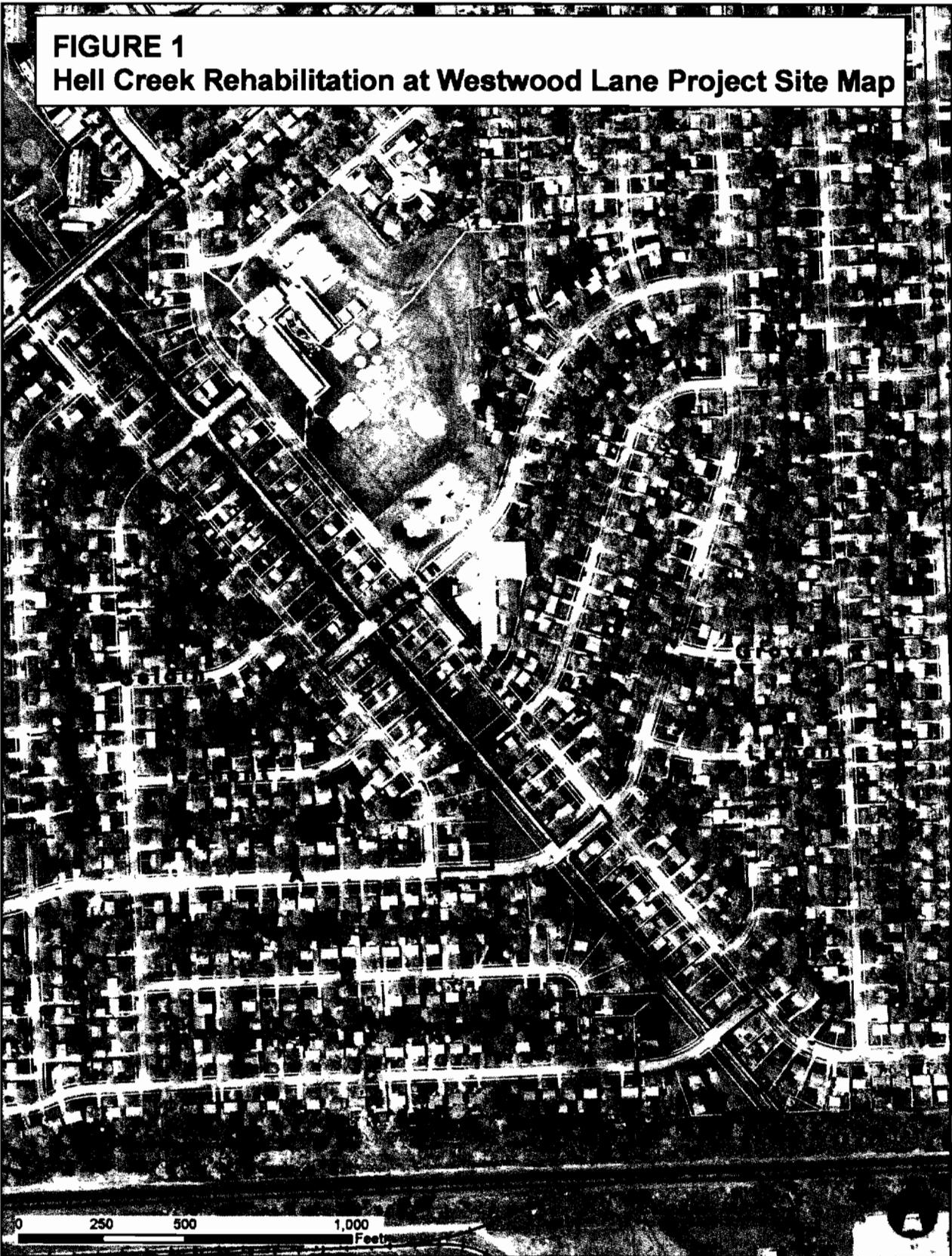
The PROJECT scope of services shall hereby be amended to include the following components;

- Prepare Final Design of a stable channel, including removal of concrete lining and replacement with a stabilized and vegetated waterway with grade control while minimizing; impacts to residential properties abutting Hell Creek;
- Design four (4) culvert road crossings within the PROJECT reach;
- Refinement of the hydraulic model based on Final Design updates;
- Prepare Final Design construction drawings and an opinion of probable cost (OPC) estimates;
- Prepare and submit permit applications for construction of the PROJECT;
- Grant Administration Support and Bid Phase Services;

- Perform annual monitoring and reporting for the Rockbrook Tributary at Frederick Street Project (previous project performed by Provider) in accordance with Section 404 of the Clean Water Act permit with grant funding requirements

ARTICLE 1 - Scope of Services

The scope of services shall hereby be amended to include the following tasks. The Provider shall provide final design for the rehabilitation of approximately 3,300 linear feet (LF) of Hell Creek from Westwood Lane to the upstream side of the UPRR culvert (Figure 1). It is understood that Ms. Selma Kessler shall serve as the City's representative throughout PROJECT execution. RW Engineering and Surveying (RW) will be a Tier II emerging small business subcontractor on this project for survey and roadway design related services. RW's scope of services is included in Exhibit E.



Task 1: Project Management

1.1 Project Administration

Provider will update and continue to implement Project Instructions, a Health and Safety Plan, and a Quality Control (QC) Plan specific to the PROJECT work. Provider will facilitate monthly progress meetings and provide monthly progress reports and invoices in a format acceptable to the City. QC efforts will be incorporated into the budget of individual tasks.

1.2 Final Design Public Meeting

Provider will prepare a PowerPoint presentation and one poster board visual and attend a public meeting at one of the Westwood Heights Neighborhood Association regularly scheduled meetings to update stakeholders on the status of the project. The presentation will provide a general overview of the project, updates based on the Final Design work, and updated schedule for Construction. Provider will prepare a notification postcard for the Final Design public meeting and mail postcards to addresses within about a block of the project area, and to those that attended previous public meetings for the project. Provider will also invite the Oak Valley Elementary School and Cody Elementary School Principals. Oak Valley Elementary is located near Westwood Lane and Pedersen Drive, about a block east of the Hell Creek in the project area. Cody Elementary is located a few blocks west of the Project area.

1.3 Pre-Construction Public Meeting

Provider will prepare a PowerPoint presentation and one poster board visual and attend a public meeting at one of the Westwood Heights Neighborhood Association regularly scheduled meetings to update project to stakeholders prior to the start of construction. The presentation will provide a general overview of the construction project and schedule. Input will be solicited from stakeholders regarding concerns they may have during construction. Provider will prepare a notification postcard for the pre-construction public meeting and mail postcards to addresses within about a block of the project area, and to those that attended previous public meetings for the project. Provider will also invite the Oak Valley Elementary School and Cody Elementary School Principals.

Task 1 Deliverables

One (1) digital (Word format) of Kick-off Meeting agenda, and draft and final meeting summaries of each meeting.

Monthly progress meeting agendas and summaries, invoices, and status reports.

Up to 230 Final Design public meeting notification postcards.

Up to 230 pre-construction public meeting notification postcards.

PowerPoint presentation and poster board visual for Final Design public meeting.

PowerPoint presentation and poster board visual for pre-construction public meeting.

Up to 100 copies of one (1) 8.5 x 11" sized color handout and one 34x44" poster board for use at the Final Design public meeting.

Up to 100 copies of one (1) 8.5 x 11" sized color handout and one 34x44" poster board for use at the pre-construction public meeting.

Task 2a: Final Design

The Preliminary Design Task 2 Scope of Services shall hereby be amended as Task 2a to include the Final Design work consisting of Topographic Survey, Hydrologic and Hydraulic (H&H) Analysis, and Final Design.

2a.1 Topographic Survey

Provider shall contract with RW to perform additional topographic survey and/or utility location field work to provide information necessary for Final Design of the project that was not captured or needed for Preliminary Design. RW will also survey the ground levels that are representative of the incipient point of flooding in the backyards of up to 24 properties upstream of the roadway crossings for comparison to water surface elevations described in Task 2.3.

RW will also prepare legal descriptions for up to sixteen (16) properties where temporary or permanent easements may be necessary for construction access or new sidewalks and curb ramps that meet Federal Americans with Disabilities Act (ADA) requirements. Provider shall coordinate the work of RW. RW's scope of services is included in Exhibit E.

2a.2 Stream, Retaining Wall, Culvert Structural, and Roadway Design and Utility Coordination

Provider will refine stream channel Preliminary Design calculations and design submitted as part of the original AGREEMENT to reflect Final Design work. Provider's work includes a design to rehabilitate and stabilize the Hell Creek channel. Provider shall use geotechnical information from the data report prepared from the Preliminary Design to develop the parameters needed for the culvert design. Provider will prepare Final Design of removal and replacement of up to five (5) typical configurations of retaining walls. Provider will prepare Final Design of removal and replacement of the four culverts within the Project reach; 126th Street, Seldin Drive, A Street, and C Street, including structural design of the culverts to meet current City and American Association of State Highway and Transportation Officials (AASHTO) standards.

Provider will contract with RW to prepare Final Design of roadway and sidewalk removal and replacement designs. The extents of the repavement design area are generally defined as from back of curb to back of curb, and from the street surface to the pavement subgrade on 126th Street, Seldin Drive, A Street, and C Street between Pedersen Drive and Augusta Avenue (for 126th St, Seldin Drive, and A Street) or Pedersen Drive and South 123rd Street (for C Street). Provider will coordinate with the City Transportation Engineer, Jon Meyer for the repavement work.

Provider will provide electronic copies of 60 percent drawings to the City and local utilities for review. Provider will coordinate review comments from the utilities. Provider will incorporate appropriate comments from utilities into the Final Design and bid drawings. It is assumed that a 60 percent cost estimate will not be prepared, and a 60 percent design workshop will not be held with the City or the utilities.

Provider will incorporate the design changes described above into the 90 percent and bid drawings, specifications, and cost estimates described in the original AGREEMENT. Provider will coordinate drawings, specifications and cost estimates for the repavement work provided by RW.

2a.3 Hydraulic Analyses

Hell Creek’s floodplain is regulated by FEMA. This scope includes refinement of the Preliminary Design hydraulic analysis to reflect additional details developed during Final Design. Scenarios that will be modeled include:

- **Effective Condition:** The FEMA Effective Conditions model will be used as a baseline condition to evaluate whether other simulations result in a rise in water surface elevations from the Effective Condition.
- **Updated Proposed Condition:** Provider will update the HEC-RAS geometry file for the proposed condition that includes a grassed channel and replacement of the four culverts in the Project area. This proposed condition geometry will include the Sterling Ridge as-built cross section data provided by Olsson and Associates (OA) in May 2014. It is assumed that minor adjustments to up to 5 cross sections will be necessary in the Sterling Ridge area and up to 50 cross sections in the Project area. Flows used for this model will include the 2-yr, 10-yr, 50-yr, 100-yr, and 500-yr post-Sterling Ridge flows developed for the Conditional Letter of Map Revision (CLOMR) submittal prepared during a previous project.

Water surface profiles from the scenarios listed above will be compared in a tabular format to the top of road, top of bank, and surveyed ground levels that are representative of the incipient point of flooding described in Task 2.1 to confirm that the proposed conditions have benefits to reduce potential flood risk to private properties.

The hydraulic analysis will include evaluation of the flow rates, shear velocities and stresses within the channel, as well as an evaluation of the impact the project has on existing hydraulic conditions (i.e. no-rise to the FEMA Effective 100-year water surface elevations). A summary of these Hydraulic Analyses will be presented in the updated Basis of Design Report described in Task 2.4.

2a.4 Final Design Report and Drawings (100 percent)

The Final Design Report and Drawings include updates to the Preliminary Design’s Basis of Design Report and Drawings to reflect changes or refinements to the Preliminary Design, including the following items:

- Provider will update the Preliminary Design Basis of Design Report.
- Provider will prepare a Project Manual that includes the City’s standard front end contracting and general conditions requirement specifications and supplemental technical specifications.
- Provider will update Preliminary Design construction drawings in AutoCAD 2013 to create Final Design drawings. A list of sheets is provided in the Task 2 Deliverables section of this scope. Provider will coordinate the Final Design drawings with RW’s roadway and sidewalk design drawings.
- Provider will prepare a Final Design construction OPC estimate.
- Provider will facilitate up to a 2-hour Final Design Workshop at the City’s office attended by Provider’s Project Manager, Stream Design Engineer, and Structural Engineer, the City’s Public Works staff, and other stakeholders considered appropriate by the City. The purpose of this workshop will be for the Provider to present information about the Basis of Design and an overview of the critical components of the proposed channel rehabilitation, and solicit feedback. After the workshop, City will consolidate review comments from City’s staff and give these to the Provider, who will address these comments along with stakeholder

comments. Provider will prepare summary minutes of the workshop documenting key decisions and action items. Provider will provide draft minutes to City for review and comment prior to finalizing.

- Provider will update a utility log to document the contacts and communications between utilities (including UPRR) that have facilities in the project area. Provider will prepare a letter to each utility updating them on the status of the project, requesting information about their facilities, and inviting them to a Final Design Utility Coordination meeting.
- Provider will facilitate a 1-hour Final Design Utility Coordination Meeting at the City's office attended by Provider's Project Manager, the City's Public Works staff, and representatives of utilities. The purpose of this meeting will be for the Provider to provide updated information about the Final Design and an overview of the critical components of the proposed channel rehabilitation and culvert replacements, and solicit feedback from the utility representatives with regard to utility coordination. Provider will prepare summary minutes of the workshop documenting key decisions and action items. Provider will provide draft minutes to City for review and comment prior to finalizing.

2a.5 Bid Phase Services

Provider will provide the following Bid Phase Services;

- Prepare agenda and approximately 10 minute presentation for pre-bid meeting
- Attend pre-bid meeting
- Address questions during bidding period
- Prepare up to two addenda, and
- Review of contractor bids for conformance and recommendation for award.

Task 2a Deliverables

One (1) digital (PDF format) and one (1) hard copy of Final Basis of Design Report.

One (1) digital (PDF format) and one (1) hard copy of Final Design Project Manual.

One (1) digital (PDF format) and one (1) hard copy of Final Construction plan sheets, 11" x17" sheets;

- Cover sheet with Sheet Index
- Quantities
- General Notes and Abbreviations
- Additional Notes and Legend
- Key Map, Overall Site Plan and Construction Staging and Access Areas
- Survey and Property Information (3 sheets)
- Traffic Control Plan (2 sheets)
- Existing Utilities, Removals, and Stormwater Pollution Prevention Plan (SWPPP) Plan Sheets (3 sheets)
- Stream Plan and Profile (7 sheets)
- Stormwater Outfalls Plan and Profiles
- SWPPP Notes
- SWPPP Sign and Details
- SWPPP Details: Fabric Installation and Bank Stabilization

- Typical Stream Cross Section Details
- Typical Stream Cross Section Planting Details and Notes
- Stream Details
- Constructed Riffle Details
- Grade Control Structure Details (2 sheets)
- Retaining Wall Details (2 sheets)
- Fence and Concrete Mow Strip Details
- Structural - General Notes and Quantities (2 sheets)
- Structural - General Layout (4 sheets)
- Structural - Elevations
- Structural - Details (2 sheets)
- Structural - Wingwall Details (2 sheets)
- Structural - Aesthetic Details
- Structural - Railing Details
- Street Removals (4 sheets)
- Street Paving Plan and Profiles (4 sheets)
- Street Grading and Storm Sewer Plan (4 sheets)
- Street Sidewalk Details
- Geotechnical Boring Logs (2 sheets)

Final Design construction OPC estimate.

One (1) digital (Word format) of Final Design Workshop agenda, and draft and final meeting summaries of each meeting.

One (1) digital (Excel format) of Utility coordination log.

One (1) digital (Word format) of Final Design Utility Coordination Meeting agenda, and draft and final meeting summaries of each meeting.

One (1) digital (Word format) and one (1) hard copy of pre-bid meeting agenda.

One (1) digital (Word format) and one (1) hard copy of pre-bid meeting summary.

One (1) digital (Word format) and one (1) hard copy of up to two (2) addenda.

Task 3: Grant Administration Support

Provider prepared the Papio-Missouri River Natural Resources District (P-MR NRD) Urban Drainageway grant application for the Project under a previous contract. Provider will submit the P-MR NRD grant application in the Spring of 2015, as recommended by the P-MR NRD. The actual amount of the grant will be determined based on available funds in the P-MR NRD fiscal year 2016 budget, which starts July 1, 2015.

Provider will provide semi-annual reports to the P-MR NRD for the Urban Drainageway Program grant for the City to receive reimbursement for design and construction of the PROJECT. Documentation will include invoices for the design of the PROJECT, information extracted from the Basis of Design report, and information from the construction drawings.

The PROJECT has been awarded a grant by the Nebraska Environmental Trust (NET) Fund for \$1,000,000 to be distributed over a period of three years starting in June 2013. Provider will prepare and submit NET grant quarterly report documentation to NET to comply with the grant requirements. Documentation will include invoices for the design and construction of the PROJECT, and estimates of City in-kind contributions toward the project.

Task 3 Deliverables

Urban Drainageway grant application will be submitted directly to the P-MR NRD after City review and approval.

Documentation and submittal of up to six (6) periodic reports to the P-MR NRD for their grant program.

Documentation and submittal of up to ten (10) quarterly reports to NET for their grant program.

Task 4: Permitting Support

Provider will complete the State of Nebraska Department of Environmental Quality - National Pollutant Discharge Elimination System (NDEQ-NPDES) stormwater permit application form, Construction Storm Water Notice of Intent (CSW-NOI) and Stormwater Pollution Prevention Plan (SWPPP). The SWPPP plans and narrative will include erosion and sediment control for the PROJECT area.

Provider will prepare and submit the documentation for the Post Construction Stormwater Management Plan (PCSWMP) submittal. Provider will coordinate with the City to develop a Maintenance Plan for the completed project and develop the Maintenance Agreement required for the PCSWMP.

Based on an initial meeting with John Snowdon of the U.S. Army Corps of Engineers (USACE) Omaha District Regulatory Branch about this project as part of a previous project, it is assumed that the PROJECT will be granted a Section 404 of the Clean Water Act Nationwide permit. John Snowdon stated at the July 15, 2010 meeting that a Nationwide 27 permit for Aquatic Habitat Restoration, Establishment, and Enhancement Activities will be appropriate for the PROJECT. Provider will facilitate pre-application submittal meeting with a representative of the Omaha District of the USACE regulatory branch to confirm the previous permitting conversation's guidance, and discuss permitting related issues for the PROJECT.

Task 4 Deliverables

NDEQ-NPDES Permit application, CSW-NOI, and SWPPP; one (1) digital (PDF format) and one (1) hard copy

PCSWMP application materials; one (1) digital (PDF format) and one (1) hard copy.

Meeting agenda and summary notes from USACE pre-application submittal meeting; one (1) digital (PDF format) and one (1) hard copy.

Task 5: Rockbrook at Frederick Street Annual Monitoring Field Work and Reports

The Rockbrook Tributary at Frederick Street Project's (previous project performed by Provider) Section 404 of the Clean Water Act permit (2010-01317-WEH) requires that annual Monitoring

Reports be submitted to the USACE by December 1st starting in 2013 through 2017 (5 years total). The reports are to include surveyed cross sections at four locations (north end, two in the midsection, and south end). The initial cross sections are to be surveyed immediately after construction to serve as a baseline for future monitoring for a total period of five years.

The permit also requires that monitoring include completion of the Nebraska Stream Assessment Protocol each year of the monitoring period to ensure a net increase in aquatic resource functions and services. Per the permit, the monitoring is to commence the growing season following construction.

Provider completed the first year of monitoring in 2013 as part of a separate project. The Provider will perform annual monitoring and report preparation for the remaining four years (2014, 2015, 2016, and 2017) as required by the permit. A draft of the annual report will be provided to the City in late October of each year, for review and comment. It is assumed that comments from City are received by the second week of November to provide sufficient time to address comments and submit to the USACE before December 1.

Task 5 – Deliverables

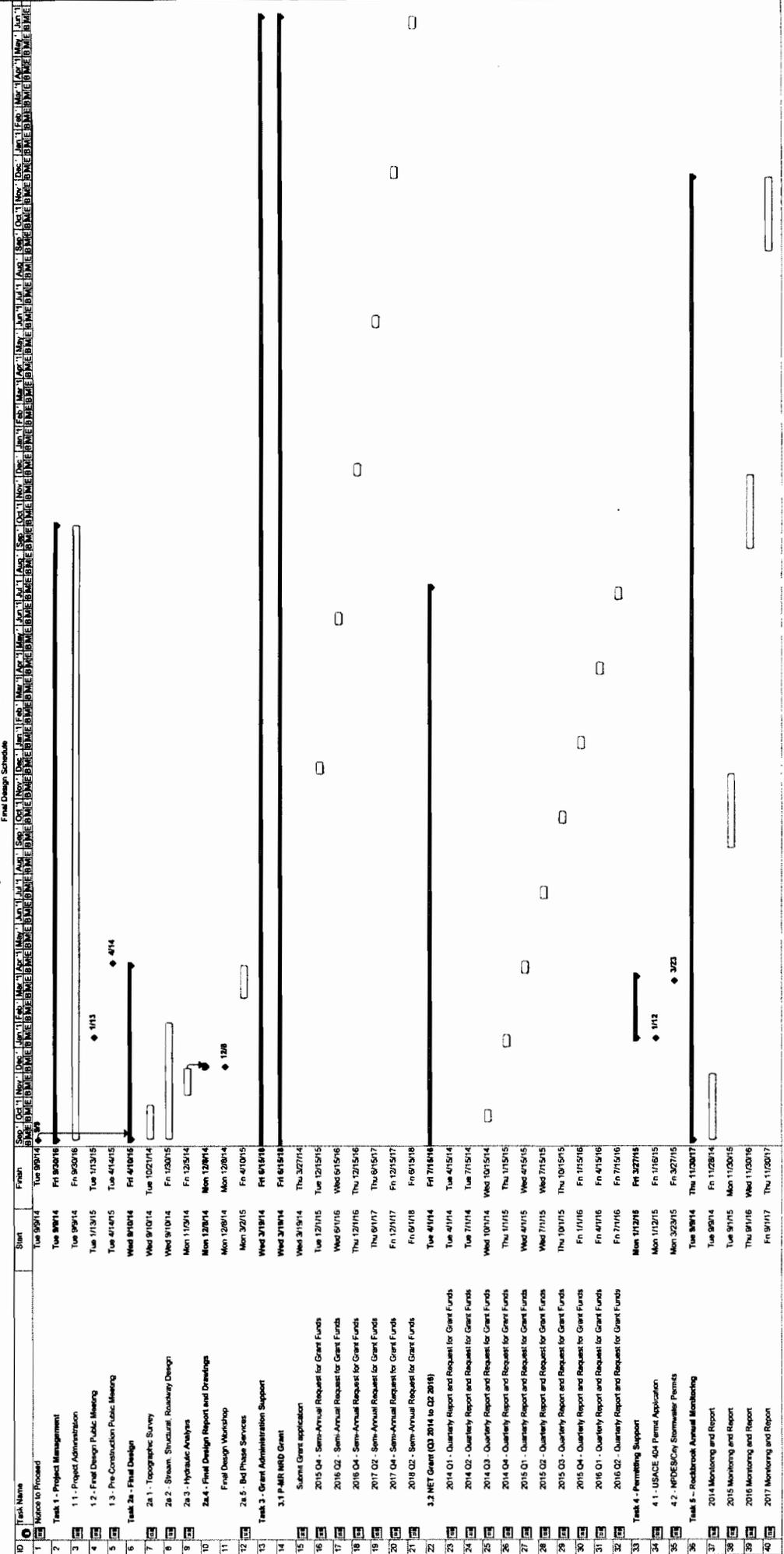
One (1) electronic copy and one (1) hard copy of the draft Annual Monitoring Report for years 2014, 2015, 2016, and 2017.

One (1) electronic copy and one (1) hard copy of the Annual Monitoring Report for years 2014, 2015, 2016, and 2017.

ARTICLE 2 - Schedule

The estimated PROJECT schedule is shown in Figure 2 and is based upon a Notice to Proceed from the City of (September 9, 2014). Deliverable deadlines and City review periods are included in the descriptions of the individual tasks.

Figure 2 Hill Creek at Woodward Lane Stream Rehabilitation



Legend: Progress Milestone, Summary Project Summary, External Tasks External Milestone, Deadline

Project Hill Creek Final Design
Date: Wed 9/23/14

Task Split

Page 1

CH2M HILL

AMENDMENT 1 - EXHIBIT "C"

BREAKDOWN OF COSTS

Amendment 1 - Exhibit "C" - Compensation

Compensation for Hell Creek Rehabilitation at Westwood Lane Final Design Tasks 1-5, as enumerated in Exhibit "B", Article 1, Scope of Services, and in Article 2, Schedule, will be performed on a time and material basis consistent with the compensation terms and conditions outlined in the original contract. The total estimated cost for Amendment No. 1 shall not exceed \$560,300.00 without agreement and authorization by both parties. A breakdown of the estimated level of effort is provided in Table 1. This increases the total not to exceed Agreement amount to \$704,730.00. For budgeting purposes, it is assumed that hourly rates for Amendment No. 1 will be escalated by 3 percent annually from 2014 hourly rates, effective on or around April 1st of each year. Table 2 includes a summary of labor hours by Task for Amendment No. 1 for Provider's employees only (does not include Provider's subcontractors' labor hours, which are included as separate attachments).

TABLE 1

Hell Creek Rehabilitation at Westwood Lane Final Design – Budget

Task	Price
Task 1 – Project Management/Public Meetings	\$34,049.18
Task 2a – Final Design	\$484,824.94
Task 3 – Grant Administration Support	\$9,353.96
Task 4 – Permitting Support	\$5,380.40
Task 5 – Rockbrook at Frederick Street Annual Monitoring Field Work and Reports	\$26,691.52
Total	\$560,300.00

TABLE 2
Hell Creek Rehabilitation at Westwood Lane Final Design - Labor by CH2M HILL Team Member

Task	Project Managr	Stream Deaign Engr	Junior Engr	Retaining Wall Design	CAD Tech	Sr Struct Engr	Mid Struct Engr	Structural CAD	Traffic Design	Traffic CAD	Hydraulic Modeler	Soil Scientist	Spec Specialist	Cost Estimator	Sr Stream Design QC	Sr Struct QC	Sr Transp QC	Sr Constructability QC	Sr Hydraulic QC	Survey QC	Geotech QC	Admin Assistant	Accountant	Contract Admin	Project Controls	Wetland Scientist	Total Hours
Task 1 - Project Management/Public Meetings	104																					102	48	18	12		284
Task 2 - Final Design	391	310		32	300	65	461	432	20	30	64	8	80	80	26	36	20	16	16	4	8					2399	
Task 3 - Grant Administration Support	42																					26				68	
Task 4 - Permitting Support	16		24																							40	
Task 5 - Rockbrook at Frederick Street Annual Monitoring Field Work and Reports	64																								64	128	
	617	310	24	32	300	65	461	432	20	30	64	8	80	80	26	36	20	16	16	4	8	128	48	18	12	64	2919

AMENDMENT 1 - EXHIBIT "D"
CONTRACT SUPPLEMENTAL PROVISIONS

Amendment 1 - Exhibit D – Supplemental Provisions

ARTICLE 1. SCOPE OF SERVICES

PROVIDER will perform the Scope of Services set forth in Exhibit B.

ARTICLE 2. COMPENSATION

CITY will compensate PROVIDER as set forth in Exhibit C. Work performed under this AGREEMENT may be performed using labor from affiliated companies of PROVIDER. Such labor will be billed to CITY under the same billing terms applicable to PROVIDER's employees.

ARTICLE 3. TERMS OF PAYMENT

CITY will pay PROVIDER as follows:

3.1 Invoices and Time of Payment

PROVIDER will issue monthly invoices pursuant to Exhibit C. Invoices are due and payable within 30 days of receipt.

3.2 Interest

3.2.1 CITY will be charged interest at the rate of 1-1/2% per month, or that permitted by law if lesser, on all past-due amounts starting 30 days after receipt of invoice. Payments will first be credited to interest and then to principal.

3.2.2 In the event of a disputed billing, only the disputed portion will be withheld from payment, and CITY shall pay the undisputed portion. CITY will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

3.2.3 If CITY fails to make payment in full within 30 days of the date due for any undisputed billing, PROVIDER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, PROVIDER will have no liability to CITY for delays or damages caused by CITY because of such suspension.

ARTICLE 4. OBLIGATIONS OF PROVIDER

4.1 Standard of Care

The standard of care applicable to PROVIDER's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. PROVIDER will reperform any services not meeting this standard without additional compensation.

4.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of PROVIDER.

4.3 PROVIDER's Personnel at Construction Site

4.3.1 The presence or duties of PROVIDER's personnel at a construction site, whether as onsite representatives or otherwise, do not make PROVIDER or PROVIDER's personnel in any way responsible for those duties that belong to CITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

4.3.2 PROVIDER and PROVIDER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except PROVIDER's own personnel.

4.3.3 The presence of PROVIDER's personnel at a construction site is for the purpose of providing to CITY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). PROVIDER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

4.4 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, PROVIDER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, PROVIDER makes no warranty that CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from PROVIDER's opinions, analyses, projections, or estimates.

If CITY wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, CITY will employ an independent cost estimator, contractor, or other appropriate advisor.

4.5 Construction Progress Payments

Recommendations by PROVIDER to CITY for periodic construction progress payments to the construction contractor(s) will be based on PROVIDER's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by PROVIDER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that PROVIDER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between CITY and the construction contractors that affect the amount that should be paid.

4.6 Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. PROVIDER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

4.7 Access to PROVIDER's Accounting Records

PROVIDER will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to CITY during PROVIDER's normal business hours for a period of 1 year after PROVIDER's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. CITY may only audit accounting records applicable to a cost-reimbursable type compensation.

4.8 PROVIDER's Insurance

PROVIDER will maintain throughout this AGREEMENT the following insurance:

- (a) Worker's compensation and employer's liability insurance as required by the state where the work is performed.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$1,000,000 combined single limits.
- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of PROVIDER or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.
- (e) CITY will be named as an additional insured with respect to PROVIDER's liabilities hereunder in insurance coverages identified in items (b) and (c) and PROVIDER waives subrogation against CITY as to said policies.

ARTICLE 5. OBLIGATIONS OF CITY

5.1 CITY-Furnished Data

CITY will provide to PROVIDER all data in CITY's possession relating to PROVIDER's services on the PROJECT. PROVIDER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

5.2 Access to Facilities and Property

CITY will make its facilities accessible to PROVIDER as required for PROVIDER's performance of its services and will provide labor and safety equipment as required by PROVIDER for such access. CITY will perform, at no cost to PROVIDER, such tests of equipment, machinery, pipelines, and other components of CITY's facilities as may be required in connection with PROVIDER's services.

5.3 Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for PROVIDER's services or PROJECT construction.

5.4 Timely Review

CITY will examine PROVIDER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

5.5 Prompt Notice

CITY will give prompt written notice to PROVIDER whenever CITY observes or becomes aware of any development that affects the scope or timing of PROVIDER's Services, or of any defect in the work of PROVIDER or construction contractors.

5.6 Asbestos or Hazardous Substances

5.6.1 If asbestos or hazardous substances in any form are encountered or suspected, PROVIDER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

5.6.2 If asbestos is suspected, PROVIDER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

5.6.3 If hazardous substances other than asbestos are suspected, PROVIDER will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

5.6.4 Client recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

5.7 Contractor Indemnification and Claims

5.7.1 CITY agrees to include in all construction contracts the provisions of Article 4.3, PROVIDER's Personnel at Construction Site, and provisions providing contractor indemnification of CITY and PROVIDER for contractor's negligence.

5.7.2 CITY shall require construction contractor(s) to name CITY and PROVIDER as additional insureds on the contractor's general liability insurance policy.

5.7.3 CITY agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers:

"Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against PROVIDER, PROVIDER's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the engineering services performed. CITY will be the only beneficiary of any undertaking by PROVIDER."

5.8 CITY's Insurance

5.8.1 CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

5.8.2 CITY will provide for a waiver of subrogation as to all CITY-carried property damage insurance, during construction and thereafter, in favor of PROVIDER, PROVIDER's officers, employees, affiliates, and subcontractors.

5.8.3 CITY will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all PROJECT work including the value of all onsite CITY-furnished equipment and/or materials associated with PROVIDER's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to PROVIDER and the construction contractor(s) (or CITY), and their respective officers, employees, agents, affiliates, and subcontractors. CITY will provide PROVIDER a copy of such policy.

5.9 Litigation Assistance

The Scope of Services does not include costs of PROVIDER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of PROVIDER by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed.

5.10 Changes

CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect PROVIDER's cost or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

6.1 Authorization to Proceed

Execution of this AGREEMENT by CITY will be authorization for PROVIDER to proceed with the work, unless otherwise provided for in this AGREEMENT.

6.2 Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of PROVIDER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. CITY agrees to indemnify PROVIDER and PROVIDER's

officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.

6.3 Force Majeure

PROVIDER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of PROVIDER. In any such event, PROVIDER'S contract price and schedule shall be equitably adjusted.

6.4 Limitation of Liability

6.4.1 To the maximum extent permitted by law, PROVIDER's liability for CITY's damages will not, in the aggregate, exceed \$1,200,000.

6.4.2 This article takes precedence over any conflicting article of this AGREEMENT or any document incorporated into it or referenced by it.

6.4.3 This limitation of liability will apply whether PROVIDER's liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include PROVIDER's officers, affiliated corporations, employees, and subcontractors.

6.5 Termination

6.5.1 This AGREEMENT may be terminated for convenience on 30 days' written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.

6.5.2 On termination, PROVIDER will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

6.6 Suspension, Delay, or Interruption of Work

CITY may suspend, delay, or interrupt the Services of PROVIDER for the convenience of CITY. In such event, PROVIDER's contract price and schedule shall be equitably adjusted.

6.7 No Third-Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CITY and PROVIDER and has no third-party beneficiaries.

6.8 Indemnification

6.8.1 PROVIDER agrees to indemnify CITY for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of PROVIDER, PROVIDER's employees, affiliated corporations, and subcontractors in connection with the PROJECT.

6.8.2 CITY agrees to indemnify PROVIDER from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CITY,

or its employees or contractors in connection with the PROJECT.

6.9 Assignment

This is a bilateral personal Services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

6.10 Consequential Damages

To the maximum extent permitted by law, PROVIDER and PROVIDER's affiliated corporations, officers, employees, and subcontractors shall not be liable for CITY's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect PROVIDER against indirect liability or third-party proceedings, CITY will indemnify PROVIDER for any such damages.

6.11 Waiver

CITY waives all claims against PROVIDER, including those for latent defects, that are not brought within 2 years of substantial completion of the facility designed or final payment to PROVIDER, whichever is earlier.

6.12 Jurisdiction

The substantive law of the state of the PROJECT site shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.13 Severability and Survival

6.13.1 If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid,

illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

6.13.2 Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

6.14 Materials and Samples

Any items, substances, materials, or samples removed from the PROJECT site for testing, analysis, or other evaluation will be returned to the PROJECT site within 60 days of PROJECT close-out unless agreed to otherwise. CITY recognizes and agrees that PROVIDER is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

6.15 Engineer's Deliverables

Engineer's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by PROVIDER are for CITY or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

6.16 Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

6.17 Ownership of Work Product and Inventions

All of the work product of the PROVIDER in executing this PROJECT shall remain the property of PROVIDER. CITY shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the PROJECT shall remain the property of the PROVIDER.

AMENDMENT 1 - EXHIBIT "E"

R.W. ENGINEERING AND SURVEY COSTS

Consultant: R.W. Engineering & Surveying, Inc.

Exhibit 'A' - Task/Hours Worksheet

Owner/Client: City of Omaha Public Works Department / CH2M HILL Engineers, Inc.

Project Manager: Emily Holtclaw, PE

Project: Hell Creek Rehabilitation at Westwood Lane

Project No. OPW 52101

Date: 7-17-14, revised 7-29-14, revised 8-22-14, revised 8-26-14

DESCRIPTION OF WORK ITEMS / TASK	Billable Rates	\$150.00	\$75.00	\$155.00	\$130.00	\$80.00	Labor Cost
	TOTAL	Principal	Proj. Eng.	Surv. Crew	PLS	CAD	
Task 1 - Easement & Acquisition Exhibits							
Project Administration/Project Management	6.0	6.0					\$ 900.00
Develop easement & acquisition exhibits (Assume 20 exhibits)	96.0				48	48	\$ 10,080.00
Subtotal - Task 1	102.0	6.0	0.0	0.0	48.0	48.0	\$ 10,980.00
Task 2 - Additional Survey							
Pickup additional topographic survey as needed	90.0	2.0		80	8		\$ 13,740.00
Survey for annual 404 permits	36.0			32	4		\$ 5,480.00
Subtotal - Task 2	126.0	2.0	0.0	112.0	12.0	0.0	\$ 19,220.00

FEE SUMMARY

Task 1 \$ 10,980.00
 Task 2 \$ 19,220.00

FEE SUMMARY: \$ 30,200.00

Direct Cost: Reproductions \$ -

Direct Cost: Reimbursable Expenses: (travel) \$ -

TOTAL ESTIMATED FEE \$ 30,200.00

Assumptions:

Consultant: R.W. Engineering & Surveying, Inc.

Exhibit 'A' - Task/Hours Worksheet

Owner/Client: City of Omaha PWD, Project Manager: Jon Meyer

Project: Hell Creek Rehabilitation at Westwood Lane_126th Street

Project No. OPW 52101

Date: 7-17-14

DESCRIPTION OF WORK ITEMS / TASK	Billable Rates	\$150.00	\$75.00	\$155.00	\$110.00	\$80.00	Labor Cost
	TOTAL	Principal	Proj. Eng.	Surv. Crew	RLS	CAD	
Task 1 - Construction Document Preparation							
Project kickoff, Confirm project scope, budget & schedule	8.0	4.0	4.0				\$ 900.00
Project Management & Project Administration	4.0	4.0					\$ 600.00
Review site survey and geotechnical report	4.0	2.0	2.0				\$ 450.00
Coordination with City and CH2MHill (potential design issues)	4.0	2.0	2.0				\$ 450.00
Develop Site removal plan - Prepare CAD drawing	10.0		4.0			6.0	\$ 780.00
Develop Site paving plan and profile plan - Prepare CAD drawing	24.0		8.0			16.0	\$ 1,880.00
Develop Site grading plan - Prepare CAD drawing and xml file	14.0		6.0			8.0	\$ 1,090.00
Develop Site utility plan - Prepare CAD drawing	16.0	2.0	8.0			6.0	\$ 1,380.00
Develop sidewalk ramp and site details - Prepare CAD drawing	30.0		6.0			24.0	\$ 2,370.00
Develop Specifications	10.0	2.0	8.0				\$ 900.00
Coordination with CH2MHill/Structural Engineer for culvert design	4.0	2.0	2.0				\$ 450.00
Coordinate with utility companies for site utilities and/or relocations	8.0	4.0	4.0				\$ 900.00
Review meetings with design team	4.0	2.0	2.0				\$ 450.00
Modifications to the documents based on review meetings	12.0		6.0			6.0	\$ 930.00
Develop Construction Estimate and Quantities	8.0	2.0	6.0				\$ 750.00
Quality Assurance/Quality Control Review	6.0	2.0	4.0				\$ 600.00
Submit Final Plans	4.0		4.0				\$ 300.00
Subtotal - Task 1	170.0	28.0	76.0	0.0	0.0	66.0	\$ 15,180.00

FEE SUMMARY

Task 1 \$ 15,180.00

FEE SUMMARY: \$ 15,180.00

Direct Cost: Reproductions \$ -

Direct Cost: Reimbursable Expenses: (travel) \$ -

TOTAL ESTIMATED FEE \$ 15,180.00

Assumptions:

1. The NPDES permit and/or development of the SWPPP will be completed by CH2MHill
2. This proposal does not include any offsite improvements outside of the project limits
3. Survey to be provided by City of Omaha
4. Hydraulic analysis of the channel and review of 100 year flood elevations along Frederick Street will be completed by CH2MHill
5. Provide all electronic drawings to the City
6. City to provide existing platted information, as-builts (if available), digital ortho, 1/4 section map

Consultant: R.W. Engineering & Surveying, Inc.

Exhibit 'B' - Task/Hours Worksheet

Owner/Client: City of Omaha PWD, Project Manager: Jon Meyer
 Project: Hell Creek Rehabilitation at Westwood Lane_Seldin Drive
 Project No. OPW 52101
 Date: 7-17-14

DESCRIPTION OF WORK ITEMS / TASK	Billable Rates	\$150.00	\$75.00	\$155.00	\$110.00	\$80.00	Labor Cost
	TOTAL	Principal	Proj. Eng.	Surv. Crew	RLS	CAD	
Task 1 - Construction Document Preparation							
Project kickoff, Confirm project scope, budget & schedule	8.0	4.0	4.0				\$ 900.00
Project Management & Project Administration	4.0	4.0					\$ 600.00
Review site survey and geotechnical report	4.0	2.0	2.0				\$ 450.00
Coordination with City and CH2MHill (potential design issues)	4.0	2.0	2.0				\$ 450.00
Develop Site removal plan - Prepare CAD drawing	10.0		4.0			6.0	\$ 780.00
Develop Site paving plan and profile plan - Prepare CAD drawing	24.0		8.0			16.0	\$ 1,880.00
Develop Site grading plan - Prepare CAD drawing and xml file	14.0		6.0			8.0	\$ 1,090.00
Develop Site utility plan - Prepare CAD drawing	16.0	2.0	8.0			6.0	\$ 1,380.00
Develop sidewalk ramp and site details - Prepare CAD drawing	30.0		6.0			24.0	\$ 2,370.00
Develop Specifications	10.0	2.0	8.0				\$ 900.00
Coordination with CH2MHill/Structural Engineer for culvert design	4.0	2.0	2.0				\$ 450.00
Coordinate with utility companies for site utilities and/or relocations	8.0	4.0	4.0				\$ 900.00
Review meetings with design team	4.0	2.0	2.0				\$ 450.00
Modifications to the documents based on review meetings	12.0		6.0			6.0	\$ 930.00
Develop Construction Estimate and Quantities	8.0	2.0	6.0				\$ 750.00
Quality Assurance/Quality Control Review	6.0	2.0	4.0				\$ 600.00
Submit Final Plans	4.0		4.0				\$ 300.00
Subtotal - Task 1	170.0	28.0	76.0	0.0	0.0	66.0	\$ 15,180.00

FEE SUMMARY

Task 1	\$	15,180.00
FEE SUMMARY:		
	\$	15,180.00
Direct Cost: Reproductions	\$	-
Direct Cost: Reimbursable Expenses: (travel)	\$	-
TOTAL ESTIMATED FEE	\$	15,180.00

Assumptions:

1. The NPDES permit and/or development of the SWPPP will be completed by CH2MHill
2. This proposal does not include any offsite improvements outside of the project limits
3. Survey to be provided by City of Omaha
4. Hydraulic analysis of the channel and review of 100 year flood elevations along Frederick Street will be completed by CH2MHill
5. Provide all electronic drawings to the City
6. City to provide existing platted information, as-builts (if available), digital ortho, 1/4 section map

Consultant: R.W. Engineering & Surveying, Inc.

Exhibit 'C' - Task/Hours Worksheet

Owner/Client: City of Omaha PWD, Project Manager: Jon Meyer

Project: Hell Creek Rehabilitation at Westwood Lane_A Street

Project No. OPW 52101

Date: 7-17-14

DESCRIPTION OF WORK ITEMS / TASK	Billable Rates	\$150.00	\$75.00	\$155.00	\$110.00	\$80.00	Labor Cost
	TOTAL	Principal	Proj. Eng.	Surv. Crew	RLS	CAD	
Task 1 - Construction Document Preparation							
Project kickoff, Confirm project scope, budget & schedule	8.0	4.0	4.0				\$ 900.00
Project Management & Project Administration	4.0	4.0					\$ 600.00
Review site survey and geotechnical report	4.0	2.0	2.0				\$ 450.00
Coordination with City and CH2MHill (potential design issues)	4.0	2.0	2.0				\$ 450.00
Develop Site removal plan - Prepare CAD drawing	16.0		8.0			8.0	\$ 1,240.00
Develop Site paving plan and profile plan - Prepare CAD drawing	40.0		16.0			24.0	\$ 3,120.00
Develop Site grading plan - Prepare CAD drawing and xml file	32.0		16.0			16.0	\$ 2,480.00
Develop Site utility plan - Prepare CAD drawing	26.0	2.0	16.0			8.0	\$ 2,140.00
Develop sidewalk ramp and site details - Prepare CAD drawing	40.0		8.0			32.0	\$ 3,160.00
Develop Specifications	10.0	2.0	8.0				\$ 900.00
Coordination with CH2MHill/Structural Engineer for culvert design	4.0	2.0	2.0				\$ 450.00
Coordinate with utility companies for site utilities and/or relocations	8.0	4.0	4.0				\$ 900.00
Review meetings with design team	4.0	2.0	2.0				\$ 450.00
Modifications to the documents based on review meetings	14.0		6.0			8.0	\$ 1,090.00
Develop Construction Estimate and Quantities	10.0	2.0	8.0				\$ 900.00
Quality Assurance/Quality Control Review	8.0	2.0	6.0				\$ 750.00
Submit Final Plans	6.0		6.0				\$ 450.00
Subtotal - Task 1	238.0	28.0	114.0	0.0	0.0	96.0	\$ 20,430.00

FEE SUMMARY

Task 1 \$ 20,430.00

FEE SUMMARY: \$ 20,430.00

Direct Cost: Reproductions \$ -

Direct Cost: Reimbursable Expenses: (travel) \$ -

TOTAL ESTIMATED FEE \$ 20,430.00

Assumptions:

1. The NPDES permit and/or development of the SWPPP will be completed by CH2MHill
2. This proposal does not include any offsite improvements outside of the project limits
3. Survey to be provided by City of Omaha
4. Hydraulic analysis of the channel and review of 100 year flood elevations along Frederick Street will be completed by CH2MHill
5. Provide all electronic drawings to the City
6. City to provide existing platted information, as-builts (if available), digital ortho, 1/4 section map

Consultant: R.W. Engineering & Surveying, Inc.

Exhibit 'D' - Task/Hours Worksheet

Owner/Client: City of Omaha PWD, Project Manager: Jon Meyer

Project: Hell Creek Rehabilitation at Westwood Lane_C Street

Project No. OPW 52101

Date: 7-17-14

DESCRIPTION OF WORK ITEMS / TASK	Billable Rates TOTAL	\$150.00 Principal	\$75.00 Proj. Eng.	\$155.00 Surv. Crew	\$110.00 RLS	\$80.00 CAD	Labor Cost
Task 1 - Construction Document Preparation							
Project kickoff, Confirm project scope, budget & schedule	8.0	4.0	4.0				\$ 900.00
Project Management & Project Administration	4.0	4.0					\$ 600.00
Review site survey and geotechnical report	4.0	2.0	2.0				\$ 450.00
Coordination with City and CH2MHill (potential design issues)	4.0	2.0	2.0				\$ 450.00
Develop Site removal plan - Prepare CAD drawing	24.0		8.0			16.0	\$ 1,880.00
Develop Site paving plan and profile plan - Prepare CAD drawing	56.0		24.0			32.0	\$ 4,360.00
Develop Site grading plan - Prepare CAD drawing and xml file	40.0		16.0			24.0	\$ 3,120.00
Develop Site utility plan - Prepare CAD drawing	42.0	2.0	24.0			16.0	\$ 3,380.00
Develop sidewalk ramp and site details - Prepare CAD drawing	48.0		16.0			32.0	\$ 3,760.00
Develop Specifications	10.0	2.0	8.0				\$ 900.00
Coordination with CH2MHill/Structural Engineer for culvert design	4.0	2.0	2.0				\$ 450.00
Coordinate with utility companies for site utilities and/or relocations	20.0	4.0	16.0				\$ 1,800.00
Review meetings with design team	10.0	2.0	8.0				\$ 900.00
Modifications to the documents based on review meetings	25.0	1.0	16.0			8.0	\$ 1,990.00
Develop Construction Estimate and Quantities	18.0	2.0	16.0				\$ 1,500.00
Quality Assurance/Quality Control Review	18.0	2.0	16.0				\$ 1,500.00
Submit Final Plans	6.0		6.0				\$ 450.00
Subtotal - Task 1	341.0	29.0	184.0	0.0	0.0	128.0	\$ 28,390.00

FEE SUMMARY

Task 1 \$ 28,390.00

FEE SUMMARY: \$ 28,390.00

Direct Cost: Reproductions \$ -

Direct Cost: Reimbursable Expenses: (travel) \$ -

TOTAL ESTIMATED FEE \$ 28,390.00

Assumptions:

1. The NPDES permit and/or development of the SWPPP will be completed by CH2MHill
2. This proposal does not include any offsite improvements outside of the project limits
3. Survey to be provided by City of Omaha
4. Hydraulic analysis of the channel and review of 100 year flood elevations along Frederick Street will be completed by CH2MHill
5. Provide all electronic drawings to the City
6. City to provide existing platted information, as-builts (if available), digital ortho, 1/4 section map