



City of Omaha  
Jean Stothert, Mayor

**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

APR 04 2023

and Members of the City Council,

Transmitted herewith is a Resolution approving a Professional Services Agreement with Felsburg Holt & Ullevig, Inc. to provide professional design phase engineering services on OPW 53944, being the Farnam Street Two-way Conversion from Happy Hollow Boulevard to 46th Street Project, which is associated with Capital Improvement Program Project No. 2019T-217.

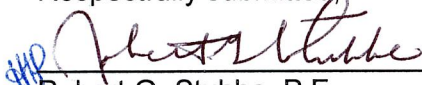
On November 30, 2022, in accordance with Omaha Municipal Code, Section 10-183, the City Engineer published a Request for Proposal for 53944 and received two proposals from qualified firms for this project. Two firms were interviewed and Felsburg Holt & Ullevig, Inc. was selected to provide professional design phase engineering services and additional services as identified in the attached agreement.

Felsburg Holt & Ullevig, Inc. has agreed to perform these services for a fee not to exceed \$433,900.00, to be paid from the 2018 Transportation Bond Fund 13185, Transportation Bonds Organization 117117.

Felsburg Holt & Ullevig, Inc. has filed the required Contract Compliance Report Form (CC-1), and has submitted a responsive Economic Equity Inclusion Plan. As is City policy, the Human Rights and Relations Department will review the contractor to ensure compliance with the Contract Compliance Ordinance.

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

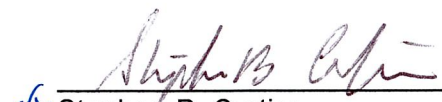
Respectfully submitted,

 3-14-23  
Robert G. Stubbe, P.E. Date  
Public Works Director


Approved:

 3-21-23  
Gerald M. Kuhn II Date  
Human Rights and Relations Director

Approved as to Funding:

 3/16/23  
Stephen B. Curtiss Date  
Finance Director

Referred to City Council for Consideration:

 3/21/23  
Mayor's Office Date

RESOLUTION NO. \_\_\_\_\_

City Clerk Office Use Only:

Publication Date (if applicable): \_\_\_\_\_

Agenda Date: \_\_\_\_\_

Department: \_\_\_\_\_

Submitter: \_\_\_\_\_

**CITY OF OMAHA**  
LEGISLATIVE CHAMBER  
Omaha, Nebraska

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, professional design phase engineering services are needed in conjunction with OPW 53944, being the Farnam Street Two-way Conversion from Happy Hollow Boulevard to 46th Street Project; and,

WHEREAS, two firms submitted proposals for this project, two were interviewed and Felsburg Holt & Ullevig, Inc. was selected in accordance with Omaha Municipal Code, Sec. 10-180 through 10-189, and has agreed to provide professional services as listed in the attached professional services agreement, which by this reference becomes a part hereof; and,

WHEREAS, Felsburg Holt & Ullevig, Inc. has agreed to provide these services, for a fee not to exceed \$433,900.00, to be paid from the 2018 Transportation Bond Fund 13185, Transportation Bonds Organization 117117.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, as recommended by the Mayor, the Professional Services Agreement with Felsburg Holt & Ullevig, Inc. to provide professional design phase engineering services on OPW 53944, being the Farnam Street Two-way Conversion from Happy Hollow Boulevard to 46th Street Project, is hereby approved.

BE IT FURTHER RESOLVED:

THAT, the Finance Department is authorized to pay a fee not to exceed \$433,900.00, from the 2018 Transportation Bond Fund 13185, Transportation Bonds Organization 117117.

APPROVED AS TO FORM

  
\_\_\_\_\_  
Deputy CITY ATTORNEY

3/15/23  
\_\_\_\_\_  
DATE

3315grp

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved: \_\_\_\_\_  
Mayor



City of Omaha  
Jean Stothert, Mayor

**Public Works Department**

Omaha/Douglas Civic Center  
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(402) 444-5220  
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**Robert G. Stubbe, P.E.**

Public Works Director

**Qualification Statement for A/E Services**

In conformance with Omaha Municipal Code Section 10-187:

The City of Omaha Public Works Department published a Request for Proposals for Design Engineering Services for OPW 53944, being the Farnam Street Two-way Conversion from Happy Hollow Boulevard to 46th Street Project on November 30, 2022.

The following firms submitted proposals:

1. Alfred Benesch & Company
2. Felsburg Holt & Ullevig w/R.W. Engineering & Surveying & Thiele Geotech, Inc.

Based upon the proposal review and subsequent interviews, the A/E Selection Committee for this RFP determined Felsburg Holt & Ullevig to be qualified to provide said engineering services with an estimated fee above \$250,000.

The A/E Selection Committee for this RFP consisted of:

- James Theiler, City Engineer, Public Works Department
- Krista Wassenaar, Design Division Manager, Public Works Department
- Jeffrey Riesselman, Traffic Division Manager, Public Works Department
- Jacqueline Morrison, Deputy Chief of Staff, Mayor's Office
- Michael Howe, Citizen Appointee

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Omaha, a municipal corporation located in Douglas County, Nebraska (hereinafter referred to as the "City"), and Felsburg Holt & Ullevig (hereinafter referred to as the "Provider"), on the terms, conditions and provisions as set forth herein below. All references to "Contractor" shall mean "Provider".

### I. PROJECT NAME AND DESCRIPTION

OPW 53944, Farnam Street Two-way Conversion from Happy Hollow Boulevard to 46th Street, Preliminary and final design services for reconstruction of 50th & 52nd and Farnam Street Intersections with conversion of Farnam Street to two-way all-day traffic from Happy Hollow Blvd to Saddle Creek Road.

### 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 750 calendar day period after receipt of a purchase order from the City.
- B. Provider designates Adam Denney whose business address and phone number is 11422 Miracle Hills Drive, Suite 115, Omaha, Nebraska 68154, 402-445-4405 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. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of Provider's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.
- 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 750 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.
- G. 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 re-perform any services as defined in Exhibit "B" not meeting this standard without additional compensation.

H. 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.

I. Provider's Personnel at Construction Site (where applicable)

- i. 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.
- ii. 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 the health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Provider's own personnel.
- iii. 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.

J. Construction Progress Payments. Where construction phase services are provided; 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 no other

matters at issue between City and the construction contractors that affect the amount that should be paid.

- K. 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.

### III. DUTIES OF CITY

- A. City designates Kristine Evans, whose business address and phone number are 1819 Farnam Street, Omaha, NE 68183, 402-444-7948 as its contact person for this project, who shall provide a notice to proceed and such other written authorizations as are necessary to commence or proceed with the project and various aspects of it.
- B. City Furnished Data. Upon request, City will provide to Provider all available/known 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.
- C. Access to Facilities and Property. City will make its facilities accessible to Provider as required for Provider's performance of its services.
- D. 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.
- E. 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.
- F. Asbestos or Hazardous Substances.
- 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.
  - 2) If asbestos is suspected, Provider will, if requested and if Provider has the knowledge, skills and ability, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.
  - 3) City recognizes that Provider assumes no risk and/or liability for a waste or hazardous waste site originated by other than Provider.
- G. 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.

#### IV. COMPENSATION AND PAYMENT

- A. The cost of services as specified in the Scope of Service, shall be performed on an hourly basis, but in no event shall it exceed \$433,900.00. Detailed breakdown of costs shall be shown in Exhibit "C".
- B. Reimbursable expenses shall be billed to the City by the Provider. Invoices billed to the City for services by the Provider shall be limited to services performed within a single calendar year. For agreements which span multiple calendar years, invoicing shall be separated between calendar years. Year-end invoices (for services through December 31 of a given calendar year) shall be submitted to the City no later than January 31 of the following calendar year. After review and approval, City shall provide payment for reimbursable expenses on a monthly basis unless the parties agree to some other schedule. Provider shall pay any suppliers or sub-contractors within 30 days of receipt of reimbursement from the City.
- C. Errors and Omissions. Additional work that is required to be performed by Provider that is a result of errors or omissions by Provider shall not be compensated by City.
- D. 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.

#### V. OWNERSHIP OF INSTRUMENTS OF SERVICE

The City acknowledges the Provider's documents, including electronic files, as instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Provider, the final documents prepared under this Agreement shall become the property of the City. The City shall not reuse on another Project or make any modifications to the documents without prior written authorization of the Provider. 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 any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or in any way connected with the unauthorized reuse or modification of the documents by the City, regardless of whether such reuse

or modification is for use on this Project or another Project

VI. ADDITIONAL SERVICES

In the event additional services for the aforementioned Project not covered under this Agreement are required, the Provider agrees to provide such services at a mutually agreed upon cost.

VII. INSURANCE REQUIREMENTS

The Provider shall carry professional liability insurance in the minimum amount of one half million dollars and shall carry workers' compensation insurance in accordance with the statutory requirements of the State of Nebraska.

VIII. INDEMNIFICATION

The Provider agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorney's 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; provided, that with respect solely to the said duty to defend, such duty of the Provider to defend shall arise only if, and to the extent, such duty is covered by Provider's liability insurance. 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 attorney's 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 matter whatsoever for the other party's own negligence. The Provider shall not be liable for any loss of profit, loss of business or any incidental, special, indirect or consequential losses.

IX. TERMINATION OF AGREEMENT

Either party may terminate this Agreement without cause upon fifteen (15) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the City shall forthwith pay Provider for the services performed to the date of termination and all finished or unfinished documents, data surveys, studies, drawings, maps, models, reports or photographs shall become, at the City's option, its property.

X. GENERAL CONDITIONS

A. Non-discrimination. Provider shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, age, or disability as recognized under 42 USCS 12101 et seq. and Omaha Municipal Code section



13-89, race, color, creed, religion, sex, marital status, sexual orientation, gender identity, national origin, age, or disability.

- B. Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
- C. Applicable Laws. Parties to this Agreement shall conform with all existing and applicable City ordinances, resolutions, state laws, federal laws, and existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
- D. Interest of the City. Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City Agreement. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the Agreement voidable by the Mayor or Council.
- E. Interest of the Provider. The Provider covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement; he further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- F. 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.
- G. 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.
- H. Intellectual Property. City acknowledges and agrees that in the performance of the development service, Provider may utilize its proprietary data, concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm, software, works of authorship, software and hardware architecture, databases, tools, other background technologies and standards of judgment that Provider developed or licensed from third parties prior to the Effective Date (the "Pre-Existing Technology").

Subject to the terms and conditions of this AGREEMENT, Provider hereby grants to City a non-exclusive, non-transferable, royalty-free license under Provider's Intellectual Property Rights to utilize the Pre-Existing Technology for the purpose of the City Project.

City shall not, and shall not allow any third party to: (i) modify or otherwise create derivative works of the Pre-Existing Technology; (ii) use the Pre-Existing Technology for any other purpose, other than the City Project; (iii) make, have made, use, reproduce, license, display, perform, distribute, sell, offer for sale, service, support, or import any product that incorporates, embodies and/or is based upon the Pre-Existing Technology; (iv) sublicense, distribute or otherwise transfer to a third party any of the Pre-Existing Technology by itself or

as incorporated into software or hardware; or (v) reverse engineer, disassemble, decompile or attempt to derive the source code or underlying ideas or algorithms of the Pre-Existing Technology. Any additional use of the Pre-Existing Technology shall require a separate written license agreement.

- I. 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.
- J. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than City and Provider and has no third- party beneficiaries.
- K. Merger. This Agreement shall not be merged into any other oral or written agreement, lease, or deed of any type. This is the complete and full Agreement of the parties.
- L. Modification. This Agreement contains 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.
- M. Assignment. The Provider may not assign its rights under this Agreement without the express prior written consent of the City.
- N. Strict Compliance. All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representative.
- O. LB 403 Contract Provisions. - NEW EMPLOYEE WORK ELIGIBILITY STATUS - 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 service 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](http://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.

- P. Certificate of Authorization. If this Agreement contemplates the performance of professional architecture or engineering work by the Provider, the Provider shall provide to the City, and maintain in good standing, a current Certificate of Authorization from the State of Nebraska as required by Neb. Rev. Stat. section 81-3436.
- Q. Debarment or suspension by any federal agency. (This section applies if any part of this Agreement is funded by a federal agency.) Office of Management and Budget (OMB) guidelines require that any individual or entity that has been placed on the Excluded Parties List System ("EPLS" - available for review through [www.sam.gov](http://www.sam.gov)) may not be a participant in a federal agency transaction that is a covered transaction or act as a principal of a person participating in one of those covered transactions. These guidelines apply to covered transactions under a grant from any federal agency for which a recipient expects to receive reimbursement for expenditures incurred or an advance on future expenditures.

The Contractor providing goods and/or services to the City of Omaha certifies, by acceptance and execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor further agrees, by accepting and executing this Agreement, that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Contractor or any lower tier participant is unable to certify this statement, it shall attach an explanation to this Agreement.

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

During the performance of this contract, the Contractor agrees as follows:


- 1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, national origin, age, or disability. The Contractor shall ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, gender identity, national origin, age, or disability. 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, color, creed, religion, sex, marital status, sexual orientation, gender identity, national origin, age, or 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 applications 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 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.
- S. Conflict. In the event of any conflict between this Agreement and any of the exhibits attached hereto, the terms of this Agreement shall take precedence.

EXECUTED this 6<sup>th</sup> day of March, 2023.

  
ATTEST

\_\_\_\_\_  
Felsburg Holt & Ullevig

By   
Principal  
(Title)

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.


ATTEST

CITY OF OMAHA, A Municipal Corporation

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

 3/13/23  
Deputy City Attorney

Revised: 03/08/2021

**EXHIBIT “A”**

**RESERVED**



**EXHIBIT “B”**

**SCOPE OF SERVICES**

## EXHIBIT B

City of Omaha Public Works Department  
Farnam Street Two-way Conversion: 50th and 52nd Street Intersection Improvements  
Project No. OPW 53944

### Project Description

The City of Omaha (City) Public Works Department is preparing for the conversion of Farnam Street from Happy Hollow Boulevard to 46<sup>th</sup> Street to permanent two-way traffic. The intersections of Farnam Street with 52<sup>nd</sup> Street and 50<sup>th</sup> Street will be reconstructed to roundabouts. The design shall include phasing plans to close Farnam Street to thru traffic while maintaining access to existing homes and businesses along the length of the project. The collection of stormwater runoff and conveyance will be evaluated and a drainage study shall be completed as part of the roadway improvements. The study shall include a review of the condition of existing storm sewers affected by this project and an evaluation of the need for stormwater detention to offset any increases in peak stormwater runoff. Communication shall occur with those utility companies that may have services in the construction area. Public involvement will be limited to mailers and outreach to the key stakeholders. Message boards will be utilized to alert commuting traffic.

The Consultant shall provide design services in accordance with American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets, 7th Edition, 2018; City of Omaha Wastewater Collection Systems Design Manual, 2019; AASHTO Roadside Design Guide, 4th Edition, 2011; Board of Public Roads Classifications & Standards, Nebraska Minimum Design Standards, 2016, Omaha Regional Stormwater Design Manual, 2014; current City Standard Plates, specifications and special provisions provided by the City's Public Works Department, Omaha Complete Streets Design Guide, and all other applicable federal, state and local requirements and procedures. A detailed Design Schedule utilizing Microsoft Project shall be constructed and updated throughout the design process, see Exhibit D. Construction Engineering is not currently planned to be a part of this contract.

The proposed components of this project include:

- Pavement reconstruction at the intersections of 52<sup>nd</sup> Street and 50<sup>th</sup> Street with Farnam Street
- Topographic and Boundary Survey
- Signing, striping
- Analysis and design of sidewalk installation
- Storm drainage upgrades and replacements, dependent on typical section
- Fencing
- Walls
- Grading and erosion control
- Permitting
- Utility coordination
- Construction phasing
- Stakeholder and Public outreach

Previously Completed Work that will be provided to the Consultant:

- Traffic Study. Information from the *Farnam Street Corridor Study – Dodge to 40<sup>th</sup> Street* will be available to the Consultant.
- Streetlights. Streetlights are anticipated to be limited to intersection illumination. The streetlights will be coordinated and installed by either the City or others. The City Traffic Division will provide lighting red lined plans for drafting by the Consultant.
- Available as-built drawings

## Scope of Services

### 1 Project Management

#### 1.1 Project Management Plan

The Consultant shall develop and maintain a Project Management Plan (PMP) for the Design project. In the PMP, the Consultant shall outline items including but not limited to: project team organization, roles and responsibilities; scheduling expectations; coordination and communication procedures; formatting protocols; filing protocols, project close-out procedures, and other important operational information pertaining to project team. The Consultant shall develop and maintain a Quality Management Plan (QMP) to document the quality control processes to be implemented by the project team as part of the Project Management Plan

#### 1.2 General Project Meetings

The Consultant shall schedule and conduct an estimated 6 general project meetings during the design of the project from September 2022 and April 2023 (Note all public engagement meetings are covered elsewhere in the scope). It is anticipated that several meetings will occur in conjunction with design review meetings for the 30%, 75%, and 90% plan submittals. In addition to design review meetings there will be up to four (4) utility coordination meetings and a constructability review meeting. The remaining meetings will be scheduled approximately monthly from the kick-off to 90% submittal or as necessary to facilitate coordination and communication on the project. A listing of anticipated general meetings is listed to the right, from the project schedule.

Outline Number	Task Name
1.2.1	Kick-off Meeting
1.2.2	Project Coordination Mtg.
1.2.3	Complete Streets Committee
1.2.4	30% Design Review Mtg./PIH
1.2.5	Utility Coordination Mtg.
1.2.6	Constructability Review Mtg.
1.2.7	75% Design Review Mtg.
1.2.8	Utility Coordination Mtg.
1.2.9	90% Design Review Mtg.
1.2.10	Utility Coordination Mtg.
1.2.11	Pre-Bid Meeting
1.2.12	Post Bid Utility Coord. Mtg.
1.2.13	Preconstruction Mtg.

#### 1.3 General Project Management

The Consultant shall manage the coordination of the project team, coordination with City staff, coordination with key stakeholders, and preparation of progress reports and invoices in accordance with City requirements. The project schedule shall be prepared and updated as requested by the City.

#### Section 1 Assumptions:

- It is anticipated that three (3) meetings will be held at the City of Omaha Public Works Department Offices or other location approved by the City. The remaining meetings will be virtual.
- QA/QC hours shall be included in the project management plan.

*Section 1 Deliverables:*

- Develop and maintain a PMP and QMP in electronic format, accessible to the City and other designated key stakeholders
- Develop and maintain a Project Schedule utilizing Microsoft Project
- Schedule Status to be included in Invoice Progress Report
- Meeting agendas and minutes shall be prepared and submitted to meeting attendees

## 2 Alternatives Analysis

### 2.1 Site Inspections

The Consultant shall conduct site visits as required during the project to verify site features with the alternatives analysis and design work. It is anticipated four (4) site visits will be necessary.

### 2.2 Data Collection and Review

The Consultant shall assemble and review preliminary data available for the project including as-built information for existing streets, utilities, storm sewers and other features within the project area. This shall also include review of existing environmental studies, traffic studies and other study information available that pertains to the proposed improvements. Evaluation of intersection sight distances and existing vertical curvature shall be documented for the project file.

### 2.3 Survey

The Consultant shall complete survey for the project corridor. The Consultant shall coordinate with City Construction (Michael Caniglia) to establish survey control points and utilization of the City's standard scale factor. It is estimated that Eight (8) properties within the project boundaries will need ROW survey information.

A Utility-One-Call and mapping request shall be made for the project area. Utilities that are marked shall be located. Above ground visible utilities shall be located. The Consultant shall not be responsible for underground utilities not marked by the utility locate, or underground structures or tanks that are not visible on the surface of the site. An attempt shall be made to obtain utility maps from the utilities listed on the Utility-One-Call ticket. If maps are provided those utilities shall be placed on the survey. Manholes shall be opened and surveyed to get the pipe sizes and flow line elevations. The Consultant shall coordinate with utility companies to identify locations where potholing is necessary. The Consultant shall plan on up to four (4) trips for additional survey shots or staking for utilities to utilize for design and coordination efforts.

#### 2.3.1 Topographical Survey

Topographic survey shall be obtained for the roadway corridor based on the extents shown in Exhibit E, and shall include storm drainage information downstream of the outfalls, and sanitary sewers within the project boundary. Sewer information shall at a minimum include structure locations and pipe sizes and inverts.

### 2.4 Right-of-Way Analysis

#### 2.4.1 Right-of-Way Base Map

The Consultant shall prepare an existing right-of-way base map depicting all right-of-way and easements in the project area. Information shall be obtained through plats, title reports, surveyed property pins

and/or other means to depict a complete base map. The surveyor shall be responsible for the research necessary to build parcels. Plats, parcels or land lot along the right-of-way need to be geometrically closed with parcel reports available upon the City's request. Enough corners need to be located to accurately locate lot lines per the practice and principles for licensing in the State of Nebraska. All obtained information shall be rectified to the surveyed section lines and local project coordinates. All adjustments to obtained information for the creation of the base map shall be documented. Work shall be performed by a Registered Land Surveyor in the State of Nebraska.

## 2.5 Sewer Video/Evaluation (To be completed by the City. If City forces can't fit into their schedule, section 2.5 will be added via addendum by the Consultant)

Work shall include jet/cleaning and closed-circuit televising of storm and sanitary sewers and manhole inspections.

## 2.6 Complete Streets Analysis

The Consultant shall review existing plans and studies pertinent to the corridor to assist in developing modal options to be considered as a part of the Complete Streets Analysis. The Consultant, in partnership with City Planning and Public Works staff shall complete the Project Initiation, Project Scoping, and 30 Percent/Plan-in-Hand Checklists to determine street cross section and modal amenities to be included in the ultimate design.

In the absence of planning documents or other studies, the Consultant shall review opportunities to connect community facilities such as existing trails, parks or service centers through project activities. The Consultant shall document these facilities and options to connect through the Complete Streets Checklist process. The Consultant shall prepare an accompanying summary memo discussing the approach to complete streets throughout the corridor.

## 2.7 Geotechnical Investigation

The scope of the geotechnical services for this project includes recommendations for roadway design, pavement subgrade, stabilization for below grade sewer structures and recommendations for the design of walls including foundation recommendations as required.

### 2.7.1 Field Exploration

The Farnam Street Two-way Conversion improvements will include the reconstruction of the intersections with 50<sup>th</sup> Street and 52<sup>nd</sup> Street to roundabouts. The Consultant shall complete a total of eight (8) soil borings. The borings shall be located in the existing roadway and along the side of the road, one boring in each quadrant of the two intersections. The proposed borings and depths are summarized as follows:

A total of eight (8) borings shall be drilled, one in each quadrant of two intersections. Boring depths shall be taken as follows:

- Eight (8) soil borings to depths of up to 10 to 15 feet below proposed bottom of wall elevations for each small wall.

All borings shall be advanced to the depths proposed, or to refusal, whichever is shallower. Total drilling footage is anticipated to be 90 linear feet.

Diggers Hotline of Nebraska shall be contacted to locate underground public utilities. The Consultant shall slightly modify site boring locations as necessary to avoid utilities and/or areas of limited access. The Consultant shall provide flag or signal men and/or traffic control during drilling operations. It is the intent to maintain at least one open lane or turnout for through traffic during the drilling operation. Prior to any drilling operations, the Consultant shall coordinate any lane closures with the City.

Shelby tubes shall be used for sampling when clay soils are expected. Split spoon sampling shall be used when cohesionless soils are expected. Groundwater levels shall be measured while drilling, immediately after drilling, and approximately 24 hours after drilling, where practical. After the final groundwater reading is taken, the boreholes shall be backfilled and/or patched.

Within 48 hours of the completion of a sample, boreholes shall be backfilled. Consultant shall provide the City with the means and methods to be used to backfill the holes

### 2.7.2 Laboratory Services

As soil conditions dictate, laboratory testing may include visual soil classification, unconfined compression tests, thin-walled tube density tests, moisture content tests, Atterberg limit tests, Standard Proctor tests, one-dimensional consolidation tests, mechanical sieve analyses and potential direct shear and/or triaxial testing or appropriate tests as recommended by the geotechnical engineer.

### 2.7.3 Geotechnical Analysis and Report Preparation

The Consultant shall prepare and provide to the City a geotechnical analysis report containing at least the following:

- Recommendations regarding the thickness, moisture, and compaction criteria for backfill or structural fill.
- Soil excavation criteria in accordance with OSHA Standards shall be included or referenced.
- Recommendations associated with site preparation and structural fill placement.
- Subgrade preparation and requirements for the new roadway alignment.
- Recommendations for remediation of soft or unsuitable soils, if applicable.
- Analysis of the soils encountered with respect to shrink/swell characteristics and the potential for reuse as general fill, compacted structural fill, or utility backfill.
- Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.
- Recommendations for a pavement structural section for concrete and asphalt pavements, subgrade, and foundation course, as applicable to the project.

## 2.8 Wall Design Services

The Consultant shall prepare preliminary recommendations for the type, size, and location of proposed walls on the project. These recommendations shall identify potential impacts to right-of-way and consider constructability issues.

## 2.9 Drainage Study

### 2.9.1 Hydrologic & Hydraulic Analysis

The Consultant shall design closed drainage systems in accordance with the most current edition of the Omaha Regional Stormwater Design Manual (ORSDM). To the extent possible, recent drainage studies



and modeling that have been completed in the area shall be used to identify flow characteristics and capacities at existing structures. The Consultant shall evaluate both upstream and downstream drainage impacts as part of the overall project drainage design. The Consultant will also coordinate with the City on the condition of the sewers and manholes and any requirements related to the combined sewer system at 50<sup>th</sup> and Farnam Streets. Any work associated with rehabilitation of sewers will be considered out of scope.

The existing storm sewers along Farnam Street shall be analyzed for time of concentration and peak discharge for the 10-year event. Similarly, a proposed plan which will evaluate the entire drainage system for the proposed roadway shall be analyzed to determine how the increased impervious area affects drainage and to quantify changes in peak flows resulting from the proposed construction. The comparison of existing and proposed peak flows shall be completed for the 2-year, 10-year and 100-year storm events.

Potential roadway crown overtopping events from contributing drainage areas shall be evaluated for the 10 and 100-year storm events using methods defined in the ORSDM. Peak flows shall be compared against available existing maximum pipe and inlet capacities to determine if additional convey is necessary and practical to meet ORSDM street and ROW capacity requirements.

### 2.9.2 Sustainable Design/Water Quality Features

As part of the drainage analysis, the Consultant shall identify, develop and propose preliminary concepts for stormwater detention needs and sustainable design features that may be incorporated into the project. These may include conditioned soils, bio-swales and bio-retention features that can be used in conjunction with the final drainage design for the project. Preliminary opinions of cost and design considerations shall be included in the technical memo. If sustainable solutions are to be incorporated in the bid documents, detailed design of the proposed features will be added by amendment upon approval by the City.

#### *Section 2 Assumptions:*

- If sustainable water quality solutions are evaluated and determined to be viable the design of those features shall be added to the contract by amendment.

#### *Section 2 Deliverables:*

- Recommendations of potential drainage improvements and an evaluation of the potential use of sustainable storm water solutions.
- Project Initiation Checklist, Scoping Checklist, 30 Percent/Plan-in-Hand Checklist.
- Complete Streets Checklist.
- Draft design criteria memorandum for preferred alternative.

## 3 Preliminary Design

### 3.1 30% Roadway Design

The Consultant shall work with the City's Project Manager to develop and complete the design criteria form. The design criteria form shall include consideration for zoning or special district needs, City of Omaha Master Plan conformance, drainage, and other structural elements as appropriate and identified in the Complete Streets Design Analysis. Some of these items may be included by reference if

determined appropriate by the City. Any design exceptions should also be documented. The design is anticipated to be in conformance to “Nebraska Minimum Design Standards.”

The Consultant shall attend a Plan-in-Hand meeting on site with the City to discuss and review the preliminary design. The Consultant shall prepare meeting minutes and document any proposed modifications as a result of the meeting.

The Consultant shall prepare project base files and 30% submittal plan sheets in accordance with the City’s CADD standards for the construction of the proposed project improvements. The 30% submittal plans include the following sheets:

- Cover Sheet
- Typical Section Sheets
- Aerial Sheets (With environmental impacts as necessary)
- Horizontal/Vertical Control Sheets
- Construction Phasing Sheets (Conceptual overview only)
- Removal Sheets (Features only)
- Construction Sheets (Features only)
- Geometric Sheets (Design criteria values only)
- Roadway Plan and Profile Sheets
- Driveway Plan and Profile Sheets (As needed)
- Storm Drainage Plan Sheets (No profile required)
- Striping, Signing Sheets (Features only)
- Right-of-Way Sheets (Per Section 3.3)
- Roadway Cross-Section Sheets (25-foot intervals at 10 Scale with no vertical exaggeration)

### 3.2 Structural Design

The Consultant shall prepare preliminary type, size, and location plans for the walls on the project. The Contractor to design and develop specific construction documents after letting. The Consultant shall provide recommendation of wall type, height, foundation, and potential impacts to right-of-way. Design parameters shall incorporate an analysis of wall stability related to overturning, sliding, bearing capacity and deep-seated shear stress.

### 3.3 Right-of-Way Plans

The Consultant shall provide preliminary right-of-way plans showing existing right-of-way, ownership, and preliminary limits of construction. An estimate of permanent acquisitions and temporary or permanent easements are required for the 30% submittal. The consultant shall identify any potential right-of-way issues.

### 3.4 Cost Estimate

Opinions of probable construction cost (OPCC) shall be completed with the deliverable packages and shall conform the AACE International Recommended Practices. The Consultant shall prepare a Class 4 estimate and include assumptions, contingency, range of expected cost and escalation for the anticipated construction year.

*Section 3 Assumptions:*

- Design Criteria will be based on the preferred alternative - roundabouts.
- Based on Roundabouts, estimate eight (8) walls of approximately 40 feet in length and approximately three feet in height as worst case scenario.
- Consultant has made utility as-built requests.

*Section 3 Deliverables:*

- Design Criteria Form (To be approved prior to proceeding with 30% design plans)
- 30% Construction Drawings (PDF)
- Preliminary Structural Design Report
- Preliminary Drainage Study
- OPCC, Class 4
- Permit List
- ROW Strip Map
- Utility Coordination Plan
- QRF/Redlines Documentation following the City's review

## 4 Final Design

### 4.1 75% Roadway Design

The Consultant shall prepare project base files and 75% submittal plan sheets in accordance with the City's CADD standards for the construction of the improvements along Farnam Street between Happy Hollow Boulevard and 46<sup>th</sup> Street. Comments received from the previous submittal shall be incorporated into the 75% submittal. Plan sheets to be included in the 75% submittal include the following:

- Cover Sheet
- General Information Sheets
- Typical Section Sheets
- Aerial Sheets (With environmental impacts as necessary)
- Horizontal/Vertical Control Sheets
- Construction Phasing Sheets
- Temporary Traffic Control Sheets
- Removal Sheets (Preliminary)
- Construction Sheets (Preliminary)
- Geometric Sheets (Design criteria values only, include preliminary jointing)
- Roadway Plan and Profile Sheets
- Driveway Plan and Profile Sheets
- Wall Plan and Profile Sheets (If required)
- Storm Drainage Plan and Profile Sheets
- Culvert/Channel Cross-Section Sheets (If required)
- Signing/Striping Sheets
- Lighting Sheets
- SWPPP Sheets (Preliminary)

## Farnam Street Two-way Conversion: 50th and 52nd Street Intersection Improvements

- Sediment and Erosion Control Sheets (With contours displayed)
- Major Structure Plans & Details Sheets (If required)
- Detail Sheets (Preliminary)
- Right-of-Way Sheets with Aerial (Tract maps to be included if needed)
- Roadway Cross-Section Sheets

### 4.2 Right-of-Way Plans

The Consultant shall provide 1:20 scale ROW sheets plotted over an aerial for the City use in negotiations at 90% submittal.

### 4.3 Right-of-Way Staking

The Consultant shall also provide right-of-way staking following 90% design to be utilized in appraisal efforts. The staking should include existing right-of-way, lot corners and easements, proposed acquisition areas, proposed easements, and other key locations identified by the Engineer.

### 4.4 90% Roadway Design

The Consultant shall prepare project base files and 90% submittal plan sheets in accordance with the City's CADD standards for the construction of the improvements along the project. Comments received from the previous submittal shall be incorporated into the 90% submittal. Plan sheets to be included in the 90% submittal include the following:

- Cover Sheet
- General Information Sheets
- Summary of Quantities Sheets
- Typical Section Sheets
- Aerial Sheets (With environmental impacts as necessary)
- Horizontal/Vertical Control Sheets
- Construction Phasing Sheets
- Temporary Traffic Control Sheets
- Removal Sheets
- Construction Sheets
- Geometric and Grades Sheets
- Roadway Plan and Profile Sheets
- Driveway Plan and Profile Sheets
- Wall Plan and Profile Sheets (If required)
- Wall Details Sheets (If required)
- Storm Drainage Plan and Profile Sheets
- Culvert/Channel Cross-Section Sheets (If required)
- Railroad Crossing Sheets (if required)
- Signing, Striping Sheets
- Lighting Sheets
- Intersection Plans & Details Sheets
- SWPPP Sheets
- Sediment and Erosion Control Sheets (With contours displayed)

- Major Structure Plans & Details Sheets
- Detail Sheets
- Right-of-Way Sheets with Aerial
- Roadway Cross-Section Sheets
- Joint Utility Work Sheets

Construction Phasing shall include the final detailed design of the preferred phasing plan for the project. The plans shall detail the various phases, temporary construction, and completed construction.

The Consultant shall prepare the required traffic plans, including traffic control, temporary pavement markings, and all required traffic control devices for the final phasing plan. This shall include necessary signing for detour routes.

#### 4.5 Cost Estimate

Options of probable construction cost (OPCC) shall be completed with the deliverable packages and shall conform to AACE International Recommended Practices. The Consultant shall prepare Class 3 estimate with 75% submittal, Class 2 estimate with 90% submittal, and Class 1 estimate with final plans and shall include assumptions, contingency, range of expected cost and escalation for the anticipated construction year.

#### 4.6 Final Plan Submittal

Following comments to the 90% plan set and ROW negotiations, the Consultant shall update and submit the final plan packages to the City for bidding. For the final submittal, final right-of-way plans shall show negotiated acquisitions and easements.

#### 4.7 Bid Support/Assistance

The City shall be responsible for all reproduction and distribution of plans and specifications to prospective bidders during the bidding phase of the project. The City shall also be responsible for advertising the project for bids.

The Consultant shall assist in preparing up-front Documents and Bid Specifications for use in the final bid documents prepared by the City.

The Consultant shall answer design related questions (RFI's) receiving during the bidding process, and the City shall provide said answers to contractors on the bidders list. The Consultant shall prepare information to support an addendum to the bidding documents if necessary during the bidding of the project to clarify the design or address questions raised. All information shall be provided to the City for their preparation and issuance of the addendum.

#### *Section 4 Deliverables:*

##### 75% Deliverables:

- Design Criteria Form, if revised
- 75% Construction Drawings
- Technical Specifications
- Updated Structural Design Report (If necessary)
- Updated Drainage Study (if necessary)

Farnam Street Two-way Conversion: 50th and 52nd Street Intersection Improvements

- Utility Coordination Plan
- Utility As-Built Information
- OPCC, Class 3
- Updated Permit List
- QRF/Redlines Documentation

90% Deliverables:

- Design Criteria Form, if revised
- 90% Construction Drawings
- 90% Construction Specifications (Technical Specifications)
- Utility Coordination Plan
- OPCC, Class 2
- Updated Permit List
- Right-of-Way/Tract Map Sheets
- QRF/Redlines Documentation
- Final SWPPP (With contours shown)
- Final Noise Analysis Report

Final PS&E Deliverables:

- 100% Construction Drawings
- 100% Construction Specifications
- Utility Coordination Plan
- Utility Relocation Plans and Status
- OPCC, Class 1
- Updated Permit List
- Permit Documents (City Grading Permit, NPDES General Permit, PCSMP permit, USACE Permits, if applicable)
- QRF/Redlines Documentation
- Electronic CADD files in DWG format

## 5 Utilities and Environmental Permitting

### 5.1 Utility Coordination

The Consultant shall provide utility coordination based on the following tasks.

#### 5.1.1 Preliminary Design (to 30%)

- The Consultant shall identify location and size of existing utilities through survey of One Call locates, obtaining as-built plans, or other means.
- The Consultant shall prepare a Utility Coordination Plan (for information only) which shows all existing utilities in color following the APWA Uniform Color Code.
- The Consultant shall coordinate with utility companies to verify location and ownership of existing facilities.
- The Consultant shall coordinate with the City of Omaha Utility Coordinator.
- The Consultant shall identify primary conflicts between utilities and proposed design.



## Farnam Street Two-way Conversion: 50th and 52nd Street Intersection Improvements

- The Consultant shall host a Utility Coordination Meeting utilizing the Utility Coordination Plan for the purpose of communicating the proposed project to the utility owners, identifying conflicts, and beginning relocation discussions.

### 5.1.2 Right-of-Way Design (to 75%)

- The Consultant shall coordinate with utility companies throughout design of storm and sanitary sewer conveyance, traffic signals, walls, and other design elements which may impact utility facilities.
- The Consultant shall communicate final location of all design elements which impact utilities to the utility companies utilizing the color Utility Coordination plan. This is typically handled with a Utility Coordination Meeting utilizing the 75% plans and additional one-on-one coordination as necessary.

### 5.1.3 Final Design (to 90%)

- The Consultant shall coordinate with utility companies to obtain utility relocation information and to add proposed relocation information to the color Utility Coordination Plan.
- That Consultant shall verify that there are no conflicts between the proposed project improvements and the proposed utility relocations.
- The Consultant shall facilitate discussions between utility companies to coordinate proposed relocations and avoid conflicts between utilities.
- The Consultant shall coordinate utility relocation schedules with construction schedule.
- The Consultant shall distribute color Utility Coordination Plan. This plan shall be formatted to match an example Utility Coordination Plan provided to the Consultant by the City to all utilities showing existing and proposed locations overlaid on the existing and proposed project features.

### 5.1.4 PS&E Design (to 100%)

- The Consultant shall incorporate specific utility relocation plans and specifications into the final deliverables if entering into a joint contract agreement.
- The Consultant shall develop a Status of Utilities for inclusion in the Contract Book.

## 5.2 Roadway Related Permitting

### 5.2.1 PERMIX Permits

The Consultant shall be required to obtain permits through the City's PERMIX website. The project shall require both Post Construction Stormwater Management Permit and Grading Permit.

### 5.2.2 NDEE Permits

The Consultant shall obtain the required permits through Nebraska Department of Environment and Energy (NDEE). Should additional NDEE Permits be required, work to complete said permits shall be added by amendment upon approval by the City.

## 6 Construction Phase Services

### 6.1 Shop Drawings

The Consultant shall complete review of shop drawings. This review is for general conformance with design concept only. The Consultant shall at a minimum:

- Review shop drawings for conformance with geometry of the structure(s).

## Farnam Street Two-way Conversion: 50th and 52nd Street Intersection Improvements

- Review all main and detailed material for conformance to the requirements of the contract plans and specifications.
- All notations shall be made in red.
- Return each reviewed shop drawing electronically to the City Engineer and other designees as directed by the Construction Division. A stamp showing the level of acceptance must be placed on each shop drawing sheet. The reviewer's initials and the date of review must be indicated on the stamp. Each sheet must also bear the City's Project No., and Structure No. if not already shown.
- Shop drawings shall be returned within two weeks after initial receipt.

### 6.2 Post Bid Meetings

- The Consultant shall attend a preconstruction meeting to be hosted by the City Construction Engineer.
- The Consultant shall schedule and conduct a preconstruction utility coordination meeting.

### 6.3 Construction Meetings

- The Consultant shall attend construction meetings to answer questions or provide design guidance. The Consultant needs to be available to attend these weekly meetings but only needs to attend as directed by the City project manager.

#### *Section 6 Assumptions:*

- The Consultant hours should include 1-2 hours per week for the duration of the project construction for construction meetings.

## 7 Public Involvement

### 7.1 Public Involvement Plan

The Consultant shall develop a Public Involvement Plan (PIP) for review and approval by the City. The plan should include dates of anticipated meetings, anticipated forms of communication with the public (i.e. website, newsletter, door hangers, etc.), and a database of adjacent property owners and other project stakeholders. The Consultant shall analyze the project demographic area to determine if translation services are required. If required the Consultant shall coordinate these efforts. All Information to be sent to the public or posted to the Keep Omaha Moving website shall be reviewed by the City prior to distribution. This information shall be updated as needed.

The Consultant shall collaborate with the City to develop, update, and maintain a Public Involvement Plan (PIP) for project development activities and procedures. PIP may include the following:

- Keep Omaha Moving branding
- Project Schedule & Key Public Involvement Schedule
- Engagement Strategy
- Communications Tools
- Media Relations / Scheduled Project Updates
- Comment Management
- Public Involvement Reporting

## 7.2 Public Outreach Letters

The Consultant shall develop and disseminate one (1) public outreach letter. This letter will be completed prior to construction to inform the public of the upcoming virtual public meeting, construction project, construction schedule, and possible disruptions to traffic.

## 7.3 Public Meetings

The consultant shall provide materials necessary to facilitate one (1) virtual preconstruction public meeting to be held in advance of construction. The virtual public meeting will be posted on the Keep Omaha Moving website and will allow participants to click through the information at their own pace. The presentation will not include narration. The presentation should include timeline information, discussion of traffic impacts, animated graphics showing how the roundabouts will look and work as well as any other appropriate graphic support for the public meeting. Public participants will use the existing built-in website tools to provide comments. The consultant shall prepare a written summation of the written comments received.

## 7.4 Key Stakeholder Outreach

The Consultant shall provide support to the City Project Manager and Right-of-way staff during the ROW negotiation process. It is anticipated that this will require two (2) meetings with each of the 8 property owners on the 4 corners of 50<sup>th</sup> and Farnam Street and 52<sup>nd</sup> and Farnam Streets for a total of sixteen (16) individual meetings. Two (2) additional meetings will also be coordination with the Dundee Memorial Park Neighborhood Association. The first meeting will occur between 30% and 75% plans and the second between 90% and 100% plans.

## 7.5 Database and Comment Response Facilitation

The Consultant shall maintain the previously developed database of project stakeholders to include residents, property owners, organizations, agencies, City officials, project team members and other parties who may be interested in or impacted by the project. The database shall identify stakeholder names, telephone numbers, addresses, tract numbers, conversation dates and other pertinent information. Any new ancillary comments should be directed to the City Project Manager and/or funneled through the Keep Omaha Moving website.

## 7.6 Web Support/Materials Development

The Consult shall provide Keep Omaha Moving (KOM) branded project content for use to update the existing project KOM website that may include but not be limited to updates to:

- Project description
- Project visualization materials
- Project schedule

## 7.7 Visualization Materials Development

The Consultant shall prepare visualization materials for use in presentations to the public and stakeholders.

### *Section 7 Assumptions:*

- The City shall be responsible for the coordination and posting of DMS's prior to construction.

OPW 53944

Farnam Street Two-way Conversion: 50th and 52nd Street Intersection Improvements

*Section 7 Deliverables:*

- Public Involvement Plan.
- Minutes for key stakeholder meetings over the course of the project.
- Informational material for posting on Keep Omaha Moving website.
- Contact/comments database and coordinate responses.

**EXHIBIT “C”**

**BREAKDOWN OF COST**

# Project Cost

EXHIBIT C

EXHIBIT C



**Project Name:** Farnam Street Two-way Conversion: 50th and 52nd Street Intersection Improvements  
**Project Number:** OPW 53944  
**Control Number:** N/A  
**Location (City, County):** Omaha, Douglas  
**Firm Name:** Felsburg Holt & Ullevig  
**Consultant Project Manager:** Adam Denney, PE, PTOE  
**Phone/Email:** 402-445-4405, adam.denney@fhueng.com  
**City Project Manager:** Kristi Evans, PE  
**Phone/Email:** 402-444-7948, kristine.evans@cityofomaha.org  
**Date:** February 28, 2023

Direct Labor Costs:	Hours	Rate	Amount
<b>Personnel Classification</b>			
Principal	70	\$89.90	\$6,293.00
Project Manager	322	\$62.09	\$19,992.98
Senior Environmental Scientist	60	\$65.63	\$3,937.80
Environmental Scientist	10	\$47.20	\$472.00
Senior Project Engineer	170	\$80.26	\$13,644.20
Project Engineer	574	\$46.34	\$26,599.16
Engineer Intern			
Senior Designer/Technician	693	\$55.39	\$38,385.27
Designer/Technician			
Administrative	12	\$28.35	\$340.20
Geotechnical Engineer			
Structural Engineer	16	\$62.70	\$1,003.20
Water Resources Engineer	284	\$45.67	\$12,970.28
Registered Land Surveyor			
Survey Crew			
Graphic Designer	12	\$37.28	\$447.36
Communications Coordinator	44	\$43.27	\$1,903.88
<b>TOTALS</b>	<b>2267</b>		<b>\$125,989.33</b>

Direct Expenses:	Amount
Subconsultants	\$27,773.00
Printing and Reproduction:	\$2,404.00
Mileage/Travel:	\$217.46
Other Miscellaneous Costs:	\$6.32
<b>TOTALS</b>	<b>\$30,400.78</b>

Total Project Costs:	Amount
Direct Labor Costs	\$125,989.33
Overhead @ 183.42%	\$231,089.63
Total Labor Costs	\$357,078.96
Fixed Fee @ 13.00%	\$46,420.26
Direct Expenses	\$30,400.78
<b>PROJECT COST</b>	<b>\$433,900.00</b>



# Labor Rates

EXHIBIT C

**Project Name:** Farnam Street Two-way Conversion: 50th and 52nd Street Intersection Improvements  
**Project Number:** OPW 53944  
**Control Number:** N/A  
**Location (City, County):** Omaha, Douglas  
**Firm Name:** Felsburg Holt & Ullevig  
**Consultant Project Manager:** Adam Denney, PE, PTOE  
**Phone/Email:** 402-445-4405, adam.denney@fhueng.com  
**City Project Manager:** Kristi Evans, PE  
**Phone/Email:** 402-444-7948, kristine.evans@cityofomaha.org  
**Date:** February 28, 2023



Labor Costs:		Hours	2023 Pay Rates	Amount
Code	Classification Title			
PR	Principal	70	\$89.90	\$6,293.00
PM	Project Manager	322	\$62.09	\$19,992.98
SENV	Senior Environmental Scientist	60	\$65.63	\$3,937.80
ENV	Environmental Scientist	10	\$47.20	\$472.00
SENG	Senior Project Engineer	170	\$80.26	\$13,644.20
PE	Project Engineer	574	\$46.34	\$26,599.16
EI	Engineer Intern			
SDES	Senior Designer/Technician	693	\$55.39	\$38,385.27
DES	Designer/Technician			
ADM	Administrative	12	\$28.35	\$340.20
GPE	Geotechnical Engineer			
SE	Structural Engineer	16	\$62.70	\$1,003.20
WPE	Water Resources Engineer	284	\$45.67	\$12,970.28
RLS	Registered Land Surveyor			
SVC	Survey Crew			
GD	Graphic Designer	12	\$37.28	\$447.36
COM	Communications Coordinator	44	\$43.27	\$1,903.88
<b>TOTALS</b>		<b>2267</b>		<b>\$125,989.33</b>

## CLASSIFICATIONS\*:

PR = Principal  
 PM = Project Manager  
 SENV = Senior Environmental Scientist  
 ENV = Environmental Scientist  
 SPE = Senior Project Engineer  
 PE = Project Engineer

EI = Engineer Intern  
 SDES = Senior Designer/Technician  
 DES = Designer/Technician  
 ADM = Administrative  
 GPE = Geotechnical Engineer  
 SE = Structural Engineer

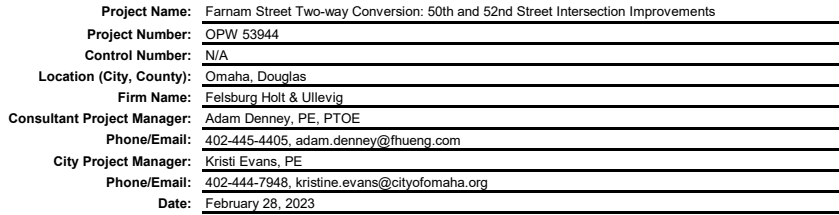
WPE = Water Resources Engineer  
 RLS = Registered Land Surveyor  
 SVC = Survey Crew  
 GD = Graphic Designer  
 COM = Communications Coordinator  
 WM/DD = Webmaster / Database Developer

Blended Rates Worksheet		2023	
EMPLOYEE NAME	CLASSIFICATION <sup>1</sup>	SALARY RATE	% ASSIGNED <sup>2</sup>
<b>Principal</b>			
Matt McFadden	Principal II	\$89.90	100.0%
		Blended Rate:	\$89.90
<b>Project Manager</b>			
Adam Denney	Senior Engineer	\$62.09	100.0%
		Blended Rate:	\$62.09
<b>Senior Environmental Scientist</b>			
Allison Sambol	Senior Environmental Scientist	\$65.63	100.0%
		Blended Rate:	\$65.63
<b>Environmental Scientist</b>			
Kody Undstad	Environmental Scientist IV	\$47.95	60.0%
Adam Behmer	Environmental Scientist IV	\$47.95	30.0%
Blake Walter	Environmental Scientist III	\$40.38	10.0%
		Blended Rate:	\$47.20
<b>Senior Project Engineer</b>			
Dave Lampe	Principal I/Water Resources	\$86.54	30.0%
Mark Meisinger	Principal I/Traffic	\$88.94	30.0%
Adam Denney	Engineer V	\$62.09	30.0%
Matt McFadden	Principal II/Sr. Design	\$89.90	10.0%
		Blended Rate:	\$80.26
<b>Project Engineer</b>			
Dan Barth	Engineer IV	\$53.00	40.0%
Connor Gilinsky	Engineer III	\$44.43	30.0%
Brandon Vacek	Engineer III	\$41.90	20.0%
Kornel Gwiazdowski	Engineer I	\$34.32	10.0%
		Blended Rate:	\$46.34
<b>Senior Designer/Technician</b>			
Brian Moffatt	Senior Designer	\$55.39	100.0%
		Blended Rate:	\$55.39
<b>Administrative</b>			
Marissa Hop	Administrative Assistant	\$28.35	100.0%
		Blended Rate:	\$28.35
<b>Structural Engineer</b>			
Mike Bruckner	Associate	\$78.25	60.0%
Chandana Balakrishna	Engineer II	\$39.38	40.0%
		Blended Rate:	\$62.70
<b>Water Resources Engineer</b>			
Ben Fischer	Engineer III	\$42.40	50.0%
Rebekah DeFusco	Engineer II	\$40.64	30.0%
Jodi Kocher	Senior Engineer	\$61.41	20.0%
		Blended Rate:	\$45.67
<b>Graphic Designer</b>			
Zach Topoleski	Graphics Design IV	\$48.30	50.0%
Molly Mayer	Graphics Design I	\$26.25	50.0%
		Blended Rate:	\$37.28
<b>Communications Coordinator</b>			
Amanda Denning	Community Engagement and Communications I	\$43.27	100.0%
		Blended Rate:	\$43.27

<sup>1</sup> Input actual employee classification as designated by firm.

<sup>2</sup> Total of "% Assigned" must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned".

## EXHIBIT C



TASKS		PERSONNEL CLASSIFICATIONS**																	Total
		PR	PM	SENV	ENV	SENG	PE	EI	SDES	DES	ADM	GPE	SE	WPE	RLS	SVC	GD	COM	
Task 1. Project Management & Meetings																			328
1.1	Project Management Plan (Includes Project QA/QC)	24	24																48
1.2	General Project Meetings	16	40	8		16	40							16					136
1.3	General Project Management	16	128																144
Task 2. Alternatives Analysis																			252
2.1	Site Inspections	2	4			4	8							8					26
2.2	Data Collection and Review		8			8	8		4					8					36
2.3	Survey (by RW Engineers & Surveying - hrs shown are for FHU review)																		
2.3.1	Topographical Survey						2		2										4
2.4	Right-of-Way Design Analysis																		
2.4.1	Right-of-Way Base Map (By RW - hours shown are for FHU review)						2		2										4
2.5	Sewer Video/Evaluation (completed by City)																		
2.5.1	Sewer Cleaning/Televising (effort is to coordinate w/ City)					2	2												4
2.5.2	Manhole Inspections (effort is to coordinate w/ City)					2	2												4
2.6	Complete Streets Analysis		4				8												12
2.7	Geotechnical Investigation (By Thiele Geotech - hours shown are for review)						2												2
2.7.1	Field Exploration																		
2.7.2	Laboratory Services																		
2.7.3	Geotechnical Analysis and Report Preparation																		
2.8	Wall Design Services						4		4										8
2.9	Drainage Study																		
2.9.1	Hydrologic & Hydraulic Analysis					40								80					120
2.9.2	Sustainable Design/Water Quality Features					8								24					32
Task 3. Preliminary Design																			451
3.1	30% Roadway Design																		
	Plan-in-Hand Mtg and Documentation	4	4			4	8		4					4					28
	Cover Sheet						1		2										3
	Typical Section Sheets						8		16										24
	Aerial Sheets						2		4										6
	Horizontal/Vertical Control Sheets						2		4										6
	Construction Phasing Sheets						16		16										32
	Removal Sheets						8		16										24
	Construction Sheets						8		16										24
	Geometric Sheets						8		16										24
	Roadway Plan and Profile Sheets					8	16		16										40
	Driveway Plan and Profile Sheets						4		4										8
	Storm Drainage Plan sheets					16			16					40					72
	Striping, Signing and Interconnect Sheets					2	8		8										18
	Right-of-way Sheets						8		8										16
	Roadway Cross-Sections Sheets						24		40										64
3.2	Structural Design												8						8
3.3	Right-of-way Plans						12		16										28
3.4	Cost Estimate					2	8		8					8					26
Task 4. Final Design																			688
4.1	75% Roadway Design																		
	Cover Sheet						1		1										2
	General Information Sheets						2		4										6
	Typical Section Sheets						2		4										6
	Aerial Sheets						1		2										3
	Horizontal/Vertical Control Sheets						2		2										4
	Construction Phasing Sheets						8		8										16
	Temporary Traffic Control Sheets						8		8										16
	Geometric Sheets						8		8										16
	Removal Sheets						4		8										12
	Construction Sheets						4		8										12
	Roadway Plan and Profile Sheets						4		8										12
	Driveway Plan and Profile Sheets						4		4										8
	Wall Plan & Profile						8		16										24
	Storm Drainage Plan and Profile Sheets					8			40					40					88
	Culvert/Channel Cross-Section Sheets (NA)																		
	Layer 2 Network Architecture Diagram (NA)																		
	Signing, Striping & Interconnect Sheets					2	4		4										10
	Lighting Sheets						4		16										20
	Traffic Signal Sheets																		
	SWPPP Sheets						4		8										12
	Sediment and Erosion Control Sheets						4		16										20
	Major Structure Plans & Details Sheets								4				4						8
	Detail Sheets						8		8										16
	Roadway Cross-Sections Sheets						12		20										32

TASKS		PERSONNEL CLASSIFICATIONS**																		Total
		PR	PM	SENV	ENV	SENG	PE	EI	SDES	DES	ADM	GPE	SE	WPE	RLS	SVC	GD	COM		
4.2	Right-of-way Plans						4		16										20	
4.3	Right-of-way Staking (Coordiante with RW)						2		2										4	
4.4	90% Roadway Design																			
	Cover Sheet						1		4										5	
	General Information Sheets						2		2										4	
	Summary of Quantities						2		8										10	
	Typical Section Sheets						2		4										6	
	Aerial Sheets						1		1										2	
	Horizontal/Vertical Control Sheets						1		1										2	
	Construction Phasing Sheets						4		4										8	
	Temporary Traffic Control Sheets						4		4										8	
	Geometric and Grades Sheets						4		8										12	
	Removal Sheets						2		4										6	
	Construction Sheets						2		4										6	
	Roadway Plan and Profile Sheets						2		4										6	
	Driveway Plan and Profile Sheets						2		2										4	
	Wall Plan & Profile						2		4										6	
	Wall Details Sheets						2		4										6	
	Storm Drainage Plan and Profile Sheets					8			16				16						40	
	Culvert/Channel Cross-Section Sheets (NA)																			
	Layer 2 Network Architecture Diagram (NA)																			
	Fiber Testing Summary Tables (NA)																			
	Signing, Striping & Interconnect Sheets					2	2		2										6	
	Special Splice Details (NA)																			
	Lighting Sheets						2		4										6	
	Traffic Signal Sheets (NA)																			
	Intersection Plans & Details Sheets						8		16										24	
	SWPPP Sheets						2		4										6	
	Sediment and Erosion Control Sheets						4		8										12	
	Major Structure Plans & Details Sheets								4				4						8	
	Detail Sheets						4		4										8	
	Right-of-way Sheets with Aerial						2		4										6	
	Roadway Cross-Sections Sheets						4		12										16	
	Joint Utility Work Sheets (NA)																			
4.5	Cost Estimate		2				16		12				8						38	
4.6	Final Plan Submittal		4				8	12	12				4						40	
4.7	Bid Support/Assistance						12	8											20	
Task 5. Utilities and Environmental Permitting																				116
5.1	Utility Coordination																			
5.1.1	Preliminary Design (to 30%)		8				16		8										32	
5.1.2	Right-of-Way Design (to 75%)		8				12		8										28	
5.1.3	Final Design (to 90%)		4				8												12	
5.1.4	PS&E Design (to 100%)		2				8												10	
5.2	Roadway Related Permitting																			
5.2.1	PERMIX Permits					4							16						20	
5.2.2	NDEE Permits					2							12						14	
Task 6. Construction Phase Services																				68
6.1	Shop Drawings		8				16												24	
6.2	Post Bid Meetings		2				2												4	
6.3	Construction Meetings		40																40	
Task 7. Public Involvement																				364
7.1	Public Involvmnt Plan	2	2	4													4		12	
7.2	Public Outreach Letters	2	2	8	4		2				4						4		26	
7.3	Public Meetings		8	12			24		24										90	
7.4	Key Stakeholder Outreach	4	8	8		12	20		20		8						16		96	
7.5	Database and Comment Response Facilitation		8	8	4		8										4		32	
7.6	Web Support/Materials Development			4	2		4												10	
7.7	Visualization Materials Development		4	8			40		40							6			98	
Total Hours		70	322	60	10	170	574		693		12		16	284			12	44	2267	
Total Days (8 hrs)		8.8	40.3	7.5	1.3	21.3	71.8		86.6		1.5		2.0	35.5			1.5	5.5	283.4	
CLASSIFICATIONS*:																				
PR	= Principal	EI	= Engineer Intern	WPE	= Water Resources Engineer															
PM	= Project Manager	SDES	= Senior Designer/Technician	RLS	= Registered Land Surveyor															
SENV	= Senior Environmental Scientist	DES	= Designer/Technician	SVC	= Survey Crew															
ENV	= Environmental Scientist	ADM	= Administrative	GD	= Graphic Designer															
SPE	= Senior Project Engineer	GPE	= Geotechnical Engineer	COM	= Communications Coordinator															
PE	= Project Engineer	SE	= Structural Engineer	WM/DD	= Webmaster / Database Developer															
** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the corresponding title (ex. Graphic Artist). Once the user-definitions are added, they will self-populate the Estimate of Hours table, as well as the remaining sheets.																				

# Labor Cost by Task

EXHIBIT C

EXHIBIT C

<b>Project Name:</b>	Farnam Street Two-way Conversion: 50th and 52nd Street Intersection Improvements
<b>Project Number:</b>	OPW 53944
<b>Control Number:</b>	N/A
<b>Location (City, County):</b>	Omaha, Douglas
<b>Firm Name:</b>	Felsburg Holt & Ullevig
<b>Consultant Project Manager:</b>	Adam Denney, PE, PTOE
<b>Phone/Email:</b>	402-445-4405, adam.denney@fhueng.com
<b>City Project Manager:</b>	Kristi Evans, PE
<b>Phone/Email:</b>	402-444-7948, kristine.evans@cityofomaha.org
<b>Date:</b>	February 28, 2023



Tasks	Total Hours	Direct Labor Cost	Overhead 183.42%	Fixed Fee 13.00%	Total Project Cost
<b>Task 1. Project Management &amp; Meetings</b>	328	\$21,349.20	\$39,158.70	\$7,866.03	\$68,373.93
<b>Task 2. Alternatives Analysis</b>	252	\$14,215.88	\$26,074.77	\$5,237.78	\$45,528.43
<b>Task 3. Preliminary Design</b>	451	\$24,218.56	\$44,421.68	\$8,923.23	\$77,563.48
<b>Task 4. Final Design</b>	688	\$36,776.09	\$67,454.70	\$13,550.00	\$117,780.80
<b>Task 5. Utilities and Environmental Permitting</b>	116	\$6,051.50	\$11,099.66	\$2,229.65	\$19,380.81
<b>Task 6. Construction Phase Services</b>	68	\$3,938.62	\$7,224.22	\$1,451.17	\$12,614.01
<b>Task 7. Public Involvement</b>	364	\$19,439.48	\$35,655.89	\$7,162.40	\$62,257.77
<b>Direct Expenses</b>					\$30,400.78
<b>TOTAL</b>	<b>2267</b>	<b>\$125,989.33</b>	<b>\$231,089.63</b>	<b>\$46,420.27</b>	<b>\$433,900.00</b>

## Labor Rates

Labor Costs:		Hours	2022 Pay Rates	Amount
Code	Classification Title			
PM	Project Manager	70	\$89.90	\$6,293.00
APM	Assistant Project Manager	322	\$62.09	\$19,992.98
SENV	Senior Environmental Scientist	60	\$65.63	\$3,937.80
ENV	Environmental Scientist	10	\$47.20	\$472.00
SPE	Senior Project Engineer	170	\$80.26	\$13,644.20
PE	Project Engineer	574	\$46.34	\$26,599.16
EI	Engineer Intern			
SDES	Senior Designer/Technician	693	\$55.39	\$38,385.27
DES	Designer/Technician			
ADM	Administrative	12	\$28.35	\$340.20
GPE	Geotechnical Engineer			
SE	Structural Engineer	16	\$62.70	\$1,003.20
WPE	Water Resources Engineer	284	\$45.67	\$12,970.28
RLS	Registered Land Surveyor			
SVC	Survey Crew (2 Person)			
GD	Graphic Designer	12	\$37.28	\$447.36
COM	Communications Coordinator	44	\$43.27	\$1,903.88
WM/DD	Webmaster / Database Developer			
<b>TOTALS</b>		<b>2267</b>		<b>\$125,989.33</b>

### CLASSIFICATIONS\*:

PM	=	Project Manager	EI	=	Engineer Intern	WPE	=	Water Resources Engineer
APM	=	Assistant Project Manager	SDES	=	Senior Designer/Technician	RLS	=	Registered Land Surveyor
SENV	=	Senior Environmental Scientist	DES	=	Designer/Technician	SVC	=	Survey Crew (2 Person)
ENV	=	Environmental Scientist	ADM	=	Administrative	GD	=	Graphic Designer
SPE	=	Senior Project Engineer	GPE	=	Geotechnical Engineer	COM	=	Communications Coordinator
PE	=	Project Engineer	SE	=	Structural Engineer	WM/DD	=	Webmaster / Database Developer

# Direct Expenses

EXHIBIT C

EXHIBIT C



**Project Name:** Farnam Street Two-way Conversion: 50th and 52nd Street Intersection Improvements  
**Project Number:** OPW 53944  
**Control Number:** N/A  
**Location (City, County):** Omaha, Douglas  
**Firm Name:** Felsburg Holt & Ullevig  
**Consultant Project Manager:** Adam Denney, PE, PTOE  
**Phone/Email:** 402-445-4405, adam.denney@fhueng.com  
**City Project Manager:** Kristi Evans, PE  
**Phone/Email:** 402-444-7948, kristine.evans@cityofomaha.org  
**Date:** February 28, 2023

Subconsultants	Quantity	Unit Cost	Amount
RW Engineering and Survey	1	\$15,900.00	\$15,900.00
Thiele Geotech	1	\$11,873.00	\$11,873.00
<b>Subtotal</b>			\$27,773.00

Printing and Reproduction:	Quantity	Unit Cost	Amount
170 sheets - 11"x17" half size plan sheets plotted 20 times @ \$0.19/sheet	3400	\$0.19	\$646.00
170 sheets - 34"x22" plan sheets plotted 2 times @ \$1.50/sheet	340	\$1.50	\$510.00
2,000 black & white copies (8.5"x11") @ \$0.12/sheet	2000	\$0.12	\$240.00
1,200 color copies (8.5"x11") @ \$0.19/sheet	1200	\$0.19	\$228.00
1,200 color copies (11"x17") @ \$0.19/sheet	1200	\$0.19	\$228.00
20 Display Boards (24"x36") @ \$20.00/board	20	\$20.00	\$400.00
800 color copies (11"x17") @ \$0.19/sheet	800	\$0.19	\$152.00
<b>Subtotal</b>			\$2,404.00

Mileage/Travel:	Quantity	Unit Cost	Amount
Personal Vehicle Mileage			
3 trips to City Offices (30 mi/trip)	90	\$0.655	\$58.95
4 trips to Project Site (14 mi/trip)	56	\$0.655	\$36.68
3 trips for PI Meetings (14mi/trip)	42	\$0.655	\$27.51
18 trips for Stakeholder Meetings (16mi/trip)	144	\$0.655	\$94.32
<b>Subtotal</b>			\$217.46

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Miscellaneous Postage, Mailing, Deliveries Etc.	1	\$6.32	\$6.32
<b>Subtotal</b>			\$6.32
<b>TOTAL DIRECT EXPENSES</b>			<b>\$30,400.78</b>



January 6, 2022

Matt McFadden, PE  
**Felsburg, Holt & Ullevig**  
11422 Miracle Hills Drive, Suite 115  
Omaha, NE 68154

RE: Professional Land Surveying Services Proposal  
Farnam Street (Happy Hollow Blvd to S 46<sup>th</sup> St.) Topography Survey

R.W. Engineering & Surveying, Inc. (herein referred to as "RW" or the "Consultant") is pleased to submit our proposal for professional services to Felsburg, Holt & Ullevig (herein referred to as the "CLIENT") for the above referenced project.

**Project Understanding:**

RW will provide professional land surveying services to complete a full topographic survey along Farnam Street between S 53<sup>rd</sup> Street to S 51<sup>st</sup> Street and S 50<sup>th</sup> Avenue to S 49<sup>th</sup> Avenue and a partial topographic survey along Farnam Street between Happy Hollow Blvd to S 53<sup>rd</sup> Street, S 51<sup>st</sup> Avenue to S 50<sup>th</sup> Avenue and S 49<sup>th</sup> Avenue to 150' +/- west of S 46<sup>th</sup> Street in Omaha, NE.

**Scope of services:**

1. Topographic Survey

- a. Topographic survey limits are defined per Exhibit A (attached). The areas outlined in blue are areas of partial topographic survey and the areas outlined in green are areas of full topographic survey.
- b. Topography shall be tied to Nebraska State Plane (NAD83) horizontal coordinates (modified to ground values) and NAVD88 vertical datum.
- c. Topography shall be affixed to at least two (2) stable control points and shall be shown on the survey.
- d. Topography shall have a one-foot contour interval.
- e. Spot elevations shall be shown where abrupt changes in grade occur, where grades are extremely flat, at all corners of pavement and structures, at the top and bottom of all sets of steps, retaining walls, building entries, etc., at reasonable intervals along the top and bottom of curbs and curved pavement.
- f. Denote all site features such as, but not limited to, buildings, walks, curbs, manholes, drainage structures, water valves, gas valves, trees, shrubs, stairs, signs, utility poles, building doors, etc.
- g. Show sizes, materials, rim and inverts of below ground utilities with utility identification by method of observed evidence together with evidence from plans obtained from as-builts, utility companies, and field markings by utility companies (Nebraska 811).
- h. All manhole information will be observed from the surface. Measurements will be taken via a twenty-five-foot (25') leveling rod or laser distance meter. No confined space entry will be performed.
- i. Research Douglas County Land Survey Office for recorded survey data to assist in establishing Farnam Street right-of-way in the two areas of full topographic survey.
- j. Farnam Street right-of-way will be computed using found property corner monuments, surveys of record and final plat information.
- k. Process field data and prepare a topographic survey drawing.
- l. Topographic survey shall be provided in AutoCAD Civil 3D 2021 format.

**Assumptions / Exclusions:**

1. Missing or disturbed property corner monuments will not be reset. Land Surveyors Certificates will not be completed or recorded.
2. Easement research is not included in this proposal
3. This proposal does not include any other service not directly identified in this proposal. RW is available to perform any or all additional services contingent upon the Owner's written requests.

Exhibit C

Schedule:

The land surveying services, as defined above, will be completed and delivered within thirty (30) working days (weather permitting) after the notice to proceed is received. Every effort will be made to complete this project as soon as possible.

Fees:

Client will be invoiced for services on the basis of hourly rates incurred. Our fees will not exceed the amount listed below, plus any reimbursable expenses incurred (cost plus 15%).

1. Topographic Survey	\$ 14,645.00
-----------------------	--------------

Additional services beyond our scope of services outlined above will be billed on the basis of hourly rates incurred.

Supplemental Terms and Conditions:

- 1. Invoices will be submitted monthly around the 25<sup>th</sup> of the month. All invoices are net 10 days.
- 2. No amendments or additions to this Agreement shall be made between the parties except in writing.
- 3. All reports, drawings, specifications, computer files, field data, notes and other documents prepared by RW are instruments of professional service and shall remain the property of RW. RW shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.
- 4. This proposal is valid if accepted within thirty days from the date of this proposal.

If there are any questions regarding this proposal, please refer them to Cory Gross. To authorize us to proceed with the proposed services, please indicate by signing below and returning one executed copy of this agreement to us. If you need further information, or if we need to modify our proposal to better fit your needs, please contact us at your convenience.

Respectfully Submitted,  
R.W. Engineering & Surveying, Inc.



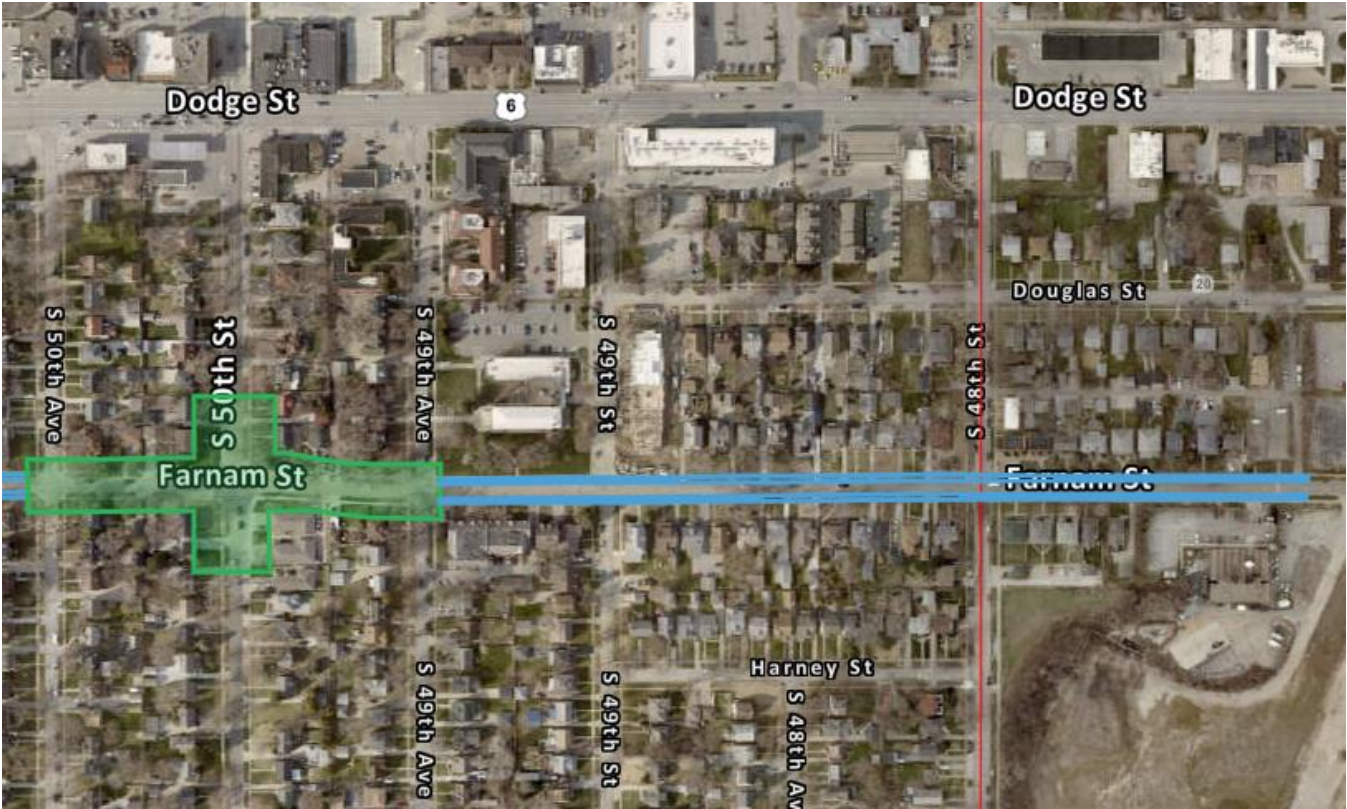
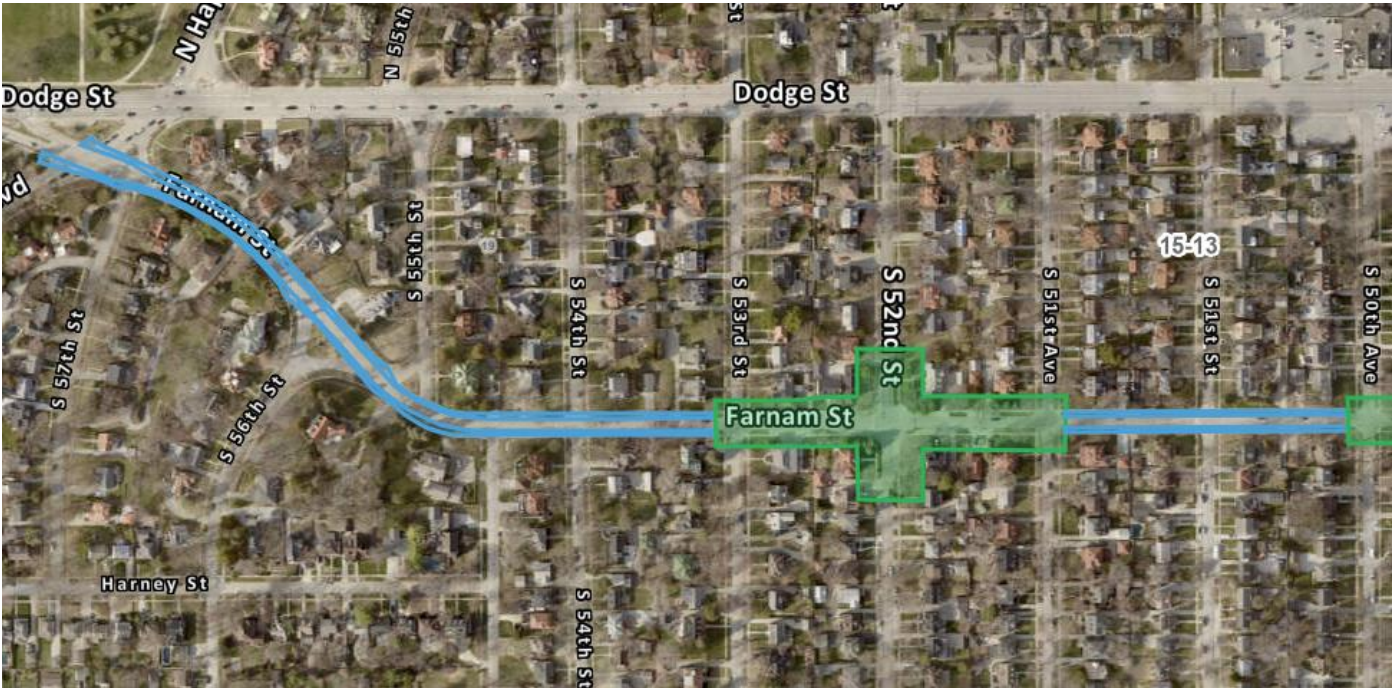
Cory Gross, P.L.S.  
Vice President  
[Cory@RWmidwest.com](mailto:Cory@RWmidwest.com)  
402-573-2205

Accepted by: \_\_\_\_\_  
Name, Title Date

Of: \_\_\_\_\_



Exhibit C





## Exhibit C

13478 Chandler Road  
Omaha, Nebraska 68138-3716  
402.556.2171 Fax 402.556.7831  
www.thielegeotech.com

July 19, 2022

Mr. Matthew McFadden  
Felsburg Holt & Ullevig  
11422 Miracle Hills Drive, Suite 115  
Omaha, NE, 68154

**RE: PROPOSAL FOR GEOTECHNICAL EXPLORATION  
50<sup>TH</sup> & 52<sup>ND</sup> STREET INTERSECTIONS, FARNAM STEET, OMAHA, NE**

Dear Mr. McFadden:

Enclosed is our proposal for geotechnical exploration related to the proposed street improvements located at the intersections of 50<sup>th</sup> and 52<sup>nd</sup> Street and Farnam Street in Omaha, Nebraska. The accompanying proposal describes our approach and proposed scope of services, the estimated cost of the study, and the contract terms.

Thiele Geotech is a service-oriented firm offering geotechnical, material, and environmental engineering. Our focus is on providing quality engineering solutions based on each individual client's needs. Our professional staff has extensive experience with similar projects, and we have the equipment and resources available to complete this study.

We look forward to working with you and your design team on this project. If you have any questions, please call. If the accompanying proposal is acceptable, please return an executed copy to our office.

Respectfully,  
**Thiele Geotech, Inc.**

Collin R. Steimer, E.I.

Enclosures

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**Geotechnical Exploration Proposal  
50<sup>th</sup> & 52<sup>nd</sup> Street and Farnam Intersections  
Omaha, Nebraska  
July 19, 2022**

Thiele Geotech, Inc. is pleased to submit our proposal for geotechnical exploration related to the referenced project. The following sections detail our understanding of the project, our proposed scope of services, and the estimated cost of the study. The cost estimate is attached in Exhibit A and the contract terms are attached in Exhibit B. This proposal will be held open for a period of 45 days from the above date.

## **PROJECT DESCRIPTION**

Our understanding of the project is based upon information provided by Felsburg Holt & Ullevig.

The project consists of constructing two roundabouts at the intersections of 50<sup>th</sup> Street and Farnam Street and 52<sup>nd</sup> Street and Farnam Street. The installation of a new storm sewer may also be required and would be constructed at a depth of approximately 5 feet below existing grade.

A grading plan was not provided at the time of this proposal, we anticipate cuts and fills of one foot or less will be required to achieve finished grades with exception to the excavation required for the storm sewer installation.

Based on previous experience in the area, the soils on the site are expected to consist of Peoria loess deposits overlying older loess and till deposits. The loess is assumed to be of firm consistency.

## **SCOPE OF SERVICES**

Our proposed geotechnical exploration will consist of test borings to obtain geologic information and samples of the site soils, laboratory tests to determine the relevant engineering properties of the various soil strata, and a report of geotechnical engineering recommendations.

Prior to drill rig mobilization, Thiele Geotech will call 811 Nebraska One Call to locate public utilities at the project site. Any private utilities not located by 811 should be located by others. We assume that all borings will be drilled within City ROW. A third party company will be subcontracted to provide traffic control if any lane closures are required and traffic control will be consistent with City of Omaha Standards.

In accordance with the request for proposal, a total of eight test borings will be conducted for this exploration. The borings will be spaced across the site and at strategic locations with one boring in each quadrant of the two intersections. Based on boring depths of 10 to 15 feet, a total drilling footage of up to 90 lineal feet is proposed. The borings will be sampled at intervals of 5 feet or less and a descriptive log of the test borings will be prepared. The boring will be backfilled with flowable fill consistent with the specifications provided by, and in accordance with, the City of Omaha. Excess soil will be removed from the project and properly disposed.

Based on conversations with the City of Omaha Traffic Department, we understand that a "Street Excavation Permit" will be required for these boring locations. Depending on the type of pavement and its PASER Rating, associated fees will be assigned at each location for the City of Omaha to repair the pavement. Once the boring locations have been marked in the field, we will meet with a City of Omaha representative on-site. Once the work is complete, Thiele Geotech will inform the City of Omaha so they can review the pavement patches.

Based on the results of the test borings, a laboratory testing program will be established to evaluate the engineering properties of the various soil strata. Laboratory testing may include moisture content and density determinations to characterize the state and uniformity of the deposits, unconfined compression tests to determine shear strength parameters, and index property tests for classification.

Our report will discuss the general soil and ground water conditions underlying the site; present the relevant engineering properties of the existing soils; provide earthwork and site preparation recommendations; and recommend design criteria and parameters for pavements, storm sewer construction, and other earth supported improvements.

The proposed scope of services does not include an evaluation of potential contamination on or near the site. If the environmental condition of the property is a concern, an environmental site assessment can be provided as an additional service.

### **ESTIMATED COST & SCHEDULE**

Professional services will be billed at the unit rates listed in Exhibit A. Based on the indicated work scope, the total cost for this study is estimated at \$11,086. This maximum amount will not be exceeded for the geotechnical exploration unless additional work is authorized.

Approximately 6 to 8 weeks from your notice to proceed will be required to complete the study. The schedule is somewhat dependent on weather, site access conditions, and other factors including the actual subsurface conditions identified in the test borings. If this proposed schedule does not meet your project requirements, we would be happy to discuss alternate schedules.

### **ADDITIONAL SERVICES**

Subsequent to completion of the geotechnical exploration report, additional services are often required that are not included in the above estimate. These include consultation with the design team and review of the final plans and specifications. In addition, construction phase quality control testing is an additional service not included in the above estimate. An environmental assessment, if required, can also be performed as an additional service. If we are requested to provide additional services including, but not limited to the above, you will be billed in accordance with our normal fee schedule. We would be happy to provide cost estimates for any additional services at your request.

### **EXHIBITS**

Exhibit A – Geotechnical Cost Estimate

Exhibit B – General Conditions

**THIELE GEOTECH, INC.**

By: Raeanna C.D. Thiele

Raeanna C.D. Thiele, P.E.

13478 Chandler Road

Omaha, Nebraska 68138-3716

402/556-2171 Fax 402/556-7831

CLIENT: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_



**Geotechnical Cost Estimate****Exhibit A**

**50th & 52nd Street Intersections  
Farnam Street, Omaha, NE**

**7/19/2022**

Description		Estimated Quantity	Unit Rate	Estimated Cost
<b>Drilling</b>				
Mobilization (Zone 1)		2.0	188.00	376.00
Trip Charge - Zone 1 Metro Area (/trip)		4.0	74.00	296.00
Exploratory Drilling (flight augers) (/ft.)		90.0	15.50	1,395.00
Backfill boreholes (/ft.)	<i>flowable fill per City standards</i>	90.0	11.50	1,035.00
<b>Traffic Control/Permits</b>				
Traffic Control (/day)	<i>if needed</i>	4.0	500.00	2,000.00
Street Excavation Permit		2.0	50.00	100.00
<b>Laboratory Analysis</b>				
Unit Weight Test (ea.)		12.0	26.00	312.00
Unconfined Compression Test (ea.)		14.0	40.00	560.00
Atterberg Limits (/set)		2.0	100.00	200.00
<b>Project Management and Geotechnical Reporting</b>				
Project Geologist (/hr.)		2.0	150.00	300.00
Project Engineer (/hr.)		24.0	150.00	3,600.00
Senior Engineer (/hr.)		4.0	228.00	912.00
			Total	11,086.00

## GENERAL CONDITIONS

**1. SCOPE OF WORK:** Thiele Geotech, Inc. (including its officers, directors, employees and subconsultants, hereafter referred to as TG) shall perform the services described in the contract and shall invoice the client for those services at the Fee Schedule rates. Any cost estimates stated in this contract shall not be considered as firm figures unless specifically stated in this contract. If unexpected site conditions are discovered, the scope of services may change. TG will provide additional services at the contract Fee Schedule rates.

**2. ACCESS TO SITES, PERMITS, AND APPROVALS:** The client shall furnish TG with right-of-access to the site in order to conduct the planned exploration. Unless otherwise agreed, the client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While TG will take reasonable precautions to minimize damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the restoration of which is not part of this agreement.

**3. UTILITIES:** In the performance of its work, TG will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The client agrees to hold TG harmless and indemnify TG for any claims, payments, or other liability, including attorney fees, incurred by TG for damage to any privately owned subsurface utilities or structures which are not correctly identified to TG.

**4. UNANTICIPATED HAZARDOUS MATERIALS:** It shall be the duty of the client to advise TG of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by TG. If TG observes or suspects the existence of hazardous materials during the course of providing services, TG may, at its option, suspend further work on the project and notify client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of TG, TG may, at its option, terminate this contract. It is understood and agreed that TG does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its exploration services.

**5. REPORTS AND INVOICES:** TG will furnish up to 3 copies of reports to the client. Additional copies will be provided at the expense of the client. TG may submit invoices to the client monthly and upon completion of services. Payment is due upon presentation of invoices and past due 30 days from the invoice date. Client agrees to pay a finance charge on past due invoices of 1.25 percent per month, but not exceeding the maximum rate allowed by law.

**6. OWNERSHIP OF DOCUMENTS:** All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by TG as instruments of service shall remain the property of TG.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test.

**8. CONFIDENTIALITY:** TG will hold confidential all business or technical information obtained from the client or generated in the performance of services hereunder and identified in writing by the client as confidential. TG will not disclose such information without the client's consent except to the extent required for; 1) performance of services under this contract; 2) compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4) protection of TG against claims or liabilities arising from performance of services under this contract. TG's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others. TG's technical and pricing information are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of TG.

**9. STANDARD OF CARE:** Services performed by TG under this contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing

under similar conditions. No other warranty, express or implied, is made or intended by the proposal for services or by furnishing oral or written reports of the findings made. The client recognizes that TG does not owe any fiduciary responsibility to the client. The client further recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests, or explorations are made by TG, and that the data, interpretations, and recommendations of TG are based solely upon the data available to TG. TG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

**10. LIMITATION OF LIABILITY:** In recognition of the relative risks, rewards, and benefits to both the client and to TG, the risks have been allocated such that the client agrees to limit TG's liability to the client and all other parties claiming to have relied on TG's work provided through the client to \$50,000 or TG's total fee for services rendered on this project, whichever is greater. This limitation of liability is a business understanding between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action except for willful misconduct or gross negligence.

**11. CONSEQUENTIAL DAMAGES:** Neither party, including their respective contractors or subconsultants, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages. This mutual waiver of consequential damages shall include, but is not limited to: loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

**12. CLAIMS:** Client agrees that any claim for damages filed against TG by Client or any contractor or subcontractor hired directly or indirectly by Client will be filed solely against TG or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part. All claims by Client shall be deemed relinquished unless filed within one year after substantial completion of TG's services under this agreement.

**13. TERMINATION:** This contract may be terminated by either party upon 7 days prior written notice. In the event of termination, TG shall be compensated by client for all services performed up to and including the termination date and for the completion of such services and records as are necessary to place TG's files in order and/or protect its professional reputation. If either party terminates this contract, these General Conditions shall survive termination and shall remain enforceable between the parties.

**14. DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during or following this project, the client and TG agree that all disputes between them arising out of or related to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The client and TG also agree to include a similar mediation provision in all agreements with independent contractors and consultants thereby providing for mediation as the primary method for dispute resolution for all parties on the project.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding TG's services.

**16. ASSIGNMENT:** Neither party under this contract may transfer or assign any rights under or interests in this contract without the prior written consent of the other party.

**17. PROVISIONS SEVERABLE:** In the event that any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.