

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 3, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – SIGNAL IMPROVEMENTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve a Professional Services Agreement with Felsburg Holt and Ullevig (FHU) for services related to survey, design, utility coordination, and right-of-way services for the construction of a traffic signal at 99<sup>th</sup> Street/Val Verde Drive and Giles Road in an amount not to exceed \$77,500.

**FISCAL IMPACT**

The FY25/FY26 Biennial Budget provides funding for these services.

**RECOMMENDATION**

Approval.

**BACKGROUND**

In preparation for the construction of the Sagebrook development, generally located on the northwest corner of 96<sup>th</sup> Street and Giles Road, a traffic impact analysis was conducted. The traffic analysis showed that upon completion of the Sagebrook development the intersection of 99<sup>th</sup> Street/Val Verde Drive and Giles Road would warrant a traffic signal. As part of the Sagebrook Conditional Use Permit (CUP), the development is to pay 25% of the costs of the improvements. As the Sagebrook development is now underway, City staff requested FHU submit a proposal for the design of public improvements at this intersection inclusive of topographical, utility and boundary surveys; signal design; ADA ramp reconfiguration; coordination with public and private utilities; and the potential acquisition of right-of-way necessary to complete said improvements.

FHU has completed many traffic and transportation projects for the City in recent years and are well qualified to complete the tasks necessary to successfully bid this project. It is anticipated that the design will begin this month, with plans substantially completed in the spring of 2025. Once the right-of-way impacts are identified and, if necessary, acquired, it is anticipated that the project would be ready to bid in the summer to fall of 2025.

Attached hereto is a copy of the proposal.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FELSBURG HOLT AND ULLEVIG FOR TRAFFIC SIGNAL IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$77,500.00.

WHEREAS, the Mayor and City Council have determined that 99<sup>th</sup> Street/Val Verde Drive and Giles Road traffic signal improvements are necessary; and

WHEREAS, the FY25/FY26 Biennial Budget includes funding for this project; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Felsburg Holt and Ullevig for traffic signal improvements in an amount not to exceed \$77,500.00.

PASSED AND APPROVED THIS 3RD DAY OF DECEMBER 2024.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, MMC  
City Clerk



November 1, 2024

Exhibit A

Mr. Pat Dowse, P.E.  
City of La Vista  
Public Works Director  
9900 Portal Road  
La Vista, NE 68128

RE: Proposal for Engineering Design Services  
99<sup>th</sup> Street and Giles Road – Curb Ramps and Signal Design

Dear Pat:

Felsburg Holt & Ullevig (FHU) is pleased to present this proposal to develop design plans for the addition of a traffic signal and new curb ramps at the intersection of 99<sup>th</sup> Street with Giles Road in La Vista, NE (City).

Assisting FHU with survey and ROW staking will be RW Engineering & Survey. Midwest ROW will complete property appraisals and ROW negotiations for property acquisitions.

## Scope of Services

The tasks below describe the engineering services provided by FHU to the City for the addition of a signal and curb ramps at the intersection 99<sup>th</sup> Street with Giles Road. This agreement consists of the development of design plans and construction documents. Assistance by FHU during the construction phase is optional and can be provided to the City through a written supplement to this agreement.

### **TASK 1. Project Management**

- a. *Project Management* – The FHU Project Manager will serve as point of contact, maintain project schedule and budget, be responsible for coordinating work, and provide regular progress reports with invoices. Matt McFadden, PE, will serve as the Principal in Charge and Connor Gilinsky, PE, will serve as the Project Manager for this project.

### **TASK 2. Meetings**

- a. *Progress Meetings* - FHU will attend three progress/review meetings with City staff. If requested by the City, FHU can attend additional meetings to report on project progress and answer questions at our standard hourly rates. These meeting will occur after the 30% plan submittal, the 60% plan submittal, and the 90% plan submittals.
- b. *No Public Information Meetings are planned as part of this scope* - If a public meeting is requested by the City, FHU will provide a fee estimate to prepare displays and handouts for the public meeting and attend the public meeting.

### **TASK 3. Topographic Information/ROW Maps**

- a. *Survey* - Topographic survey will be obtained for the roadway corridor and will include storm drainage information downstream of the outfalls, and sanitary sewers within the project boundary. Sewer information will at a minimum include structure locations and pipe sizes and inverts. FHU will also utilize existing aerial photography to supplement the survey.
- b. *ROW Maps* - The Consultant will prepare an existing right-of-way base map depicting all right-of-way and easements in the project area. Information will be obtained through plats, title reports, surveyed property pins and/or other means to depict a complete base map. The surveyor will 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 information obtained will be rectified to the surveyed section lines and local project coordinates. All adjustments to obtained information for the creation of the base map will be documented. Work will be performed by a Registered Land Surveyor in the State of Nebraska.
- c. *ROW Staking* - The Consultant will 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.

### **TASK 4. Utility Coordination**

- a. *Utility Location/Verification* - FHU will review the utility locations shown on the plans, and verify these locations during field inspections. Plans will be printed and distributed to the utility companies for verification of ownership, type, size, location, and cased or uncased. FHU will request that the utility companies return marked up plans with utility verification.
- b. *Utility Conflict Meetings/Coordination* - Identification and verification by the utility companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished early in the design process. FHU does not anticipate any significant conflicts, however, if a conflict is identified, FHU and the City's Project Manager will discuss the conflicts and attempt to avoid them. If avoidance is not possible, FHU will then request the utility company to verify the conflict and provide a preliminary plan to relocate the utility in conflict. FHU will include time for coordination via phone calls, emails and one-on-one meetings with affected utilities, depending on the complexity of the potential conflict.

## **TASK 5. Design Plan Submittals**

The consultant will submit plans at the 30% design phase, 60% design phase, and 90% design phase. Design plans will adhere to City of Omaha standards.

- a. *Preliminary Plans (30%, 60%, & 90%)* - FHU will prepare project base plans and plan sheets in accordance with City's standards. Plan sheets to be included in the submittal include the following:
  - Cover Sheet
  - General Note Sheets
  - Geometric and Grade Sheets
  - Construction and Removal Sheets
  - Signal Sheets
  - Right-of-Way Plan Sheets
- b. *Final Plans* - FHU will prepare a final plan set in accordance with City standards. This includes, but is not limited to, the following sheets:
  - Cover Sheet
  - Summary of Quantities Sheet
  - General Notes Sheet
  - Detail Sheets
  - Construction Phasing Sheets (if necessary)
  - Geometric Sheet and Grade Sheets
  - Construction and Removal Sheets
  - Signal Sheets
  - Signing and Striping Sheets
  - Right-of-Way Plan Sheets
- c. *Row-of-Way Plans* - The Consultant will 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 will identify any potential right-of-way issues. The Consultant will provide 1:20 scale ROW sheets plotted over an aerial for the City use in negotiations at 90% submittal.
- d. *Cost Estimates* - FHU will prepare and submit cost estimates twice during the project, once during preliminary design and once with final design.
- e. *Special Provisions* - FHU will submit Special Provisions (if necessary) with the plan submittal.
- f. *Final Plan Submittal* - Upon incorporating review comments into the plan set and special provisions, FHU will prepare and submit all drawings, special provisions, and an updated total project cost estimate, to the City's Project Manager for the final review.

**TASK 6. Bid Support/Assistance**

- a. *Bid Documents* - Upon City acceptance of the final plans, FHU will prepare and submit the bid package to the City's Project Manager. The bid package includes sealed drawings, special provisions, an engineer's estimate, and the City's standard front-end agreement. 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.
- b. *Construction Support* - The Consultant will answer up to two (2) 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. Information shall be provided to the City for their preparation and issuance of the addendum.
- c. *Shop Drawings* - The Consultant will complete a review of shop drawings. This review is for general conformance with design concept only.
- d. *ROW Negotiation* - ROW will be negotiated for up to 4 tracts.

## Fee Estimate

FHU proposes to conduct the design for a lump sum amount of **\$77,500**. A more detailed breakdown of the costs is shown below:

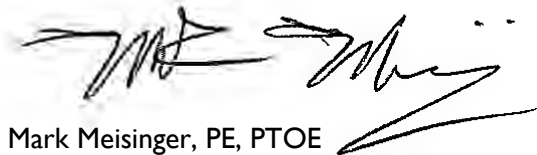
ITEMS	LABOR COSTS
TASK 1. Project Management	\$ 5,410
TASK 2. Meetings (3)	\$ 3,735
TASK 3. Topographic Survey (set up base drawings)	\$ 800
TASK 4. Utility Coordination	\$ 1,870
TASK 5. Design Plan Submittals	\$ 32,920
TASK 6. Bid Support/Assistance	\$ 2,020
<b>Direct Expenses (Mileage, and Printing)</b>	<b>\$ 230</b>
<b>RW Engineering (Survey Sub)</b>	<b>\$ 5,415</b>
<b>Midwest ROW (ROW Sub)</b>	<b>\$ 25,100</b>
<b>TOTAL LABOR AND DIRECT EXPENSES</b>	<b>\$ 77,500</b>

If the conditions of this proposal are acceptable, please send an e-mail with the signed proposal back as your acceptance. By signing this proposal, the client acknowledges the attached standard provisions. If you have any questions about this proposal, please give me a call. Thank you for the opportunity to work with you and your staff on this project.

Sincerely,

**FELSBURG HOLT & ULLEVIG**

Accepted By



Mark Meisinger, PE, PTOE  
Principal

\_\_\_\_\_  
Title



Connor Gilinsky, PE  
Project Manager

\_\_\_\_\_  
Date

### Attachment(s):

*Cost Estimate*

*FHU Letter Agreement Standard Provisions*

*RW Scope of Services*

*Midwest ROW Scope of Services*

**99th Street and Giles- Signal and Curb Ramp Design Plans**  
**La Vista, NE**

Exhibit B

10/28/2024



TASKS	Principal II	PM	Sr. Engineer	Engineer IV	Engineer III	Engineer II	Sr. Designer	Admin.	Total
TASK 1. Project Management	4	12			6			4	26
TASK 2. Meetings (3)	6	6			3				15
TASK 3. Topographic Survey (set up base drawings)							4		4
TASK 4. Utility Coordination		4			6				10
TASK 5. Design Plan Submittals									
Prelim Plans 30%	4	9		30	12	10			65
Prelim Plans 60%	2	4		10	6	5			27
Prelim Plans 90%	2	4		8	5	4			23
Final Plans	4	4		12	6	4			30
Cost Estimates		4			4				8
Special Provisions		2						3	5
Final Bid Package	4	4		4	4				16
TASK 6. Bid Support/Assistance		4		6					10
<b>TOTAL HOURS</b>	<b>26</b>	<b>57</b>	<b>0</b>	<b>70</b>	<b>52</b>	<b>23</b>	<b>4</b>	<b>7</b>	<b>239</b>
Billing Rate	\$310.00	\$235.00	\$235.00	\$180.00	\$155.00	\$135.00	\$200.00	\$105.00	
<b>TOTAL FEE</b>	<b>\$8,060</b>	<b>\$13,395</b>	<b>\$0</b>	<b>\$12,600</b>	<b>\$8,060</b>	<b>\$3,105</b>	<b>\$800</b>	<b>\$735</b>	<b>\$46,755</b>

**DIRECT PROJECT EXPENSES**

ITEM	QUANTITY	UNIT PRICE	MARK UP
Mileage	152	Miles \$0.655	1.1 \$110
Printing (11x17)	480	Sheets \$0.19	1.1 \$100
Postage/Shipping/Misc.			\$20
RW Engineering (survey)			\$5,415
Midwest ROW (ROW) - Assumes 4 tracks for Acquisition			\$25,100
<b>TOTAL DIRECT PROJECT EXPENSES</b>			<b>\$30,745</b>

**MAXIMUM AMOUNT PAYABLE**

**\$77,500**





October 21, 2024

Connor Gilinsky  
**Felsburg, Holt & Ullevig**  
14606 Branch Street, Suite 400  
Omaha, NE 68154

RE: Professional Services Proposal  
S 99<sup>th</sup> Street & Giles Road  
LaVista, NE

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 and Ullevig (herein referred to as the “CLIENT”) for the above referenced project.

**Project Understanding:**

RW will provide professional land surveying services to complete a topographic survey, right-of-way survey and right-of-way staking at the S 99<sup>th</sup> Street and Giles Road intersection in LaVista, Nebraska.

**Scope of services:**

**1. Topographic Survey**

- a. Topographic survey limits are defined by the outlined area as shown on Exhibit A (attached).
- b. Project Management and QA/QC.
- c. Topography shall be referenced to Douglas/Sarpy County LDP horizontal coordinates and NAVD88 vertical datum.
- d. Topography shall be affixed to at least two (2) stable control points and shall be shown on the survey.
- e. Topography shall have a one-foot contour interval.
- f. 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.
- g. 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.
- h. Survey will include trees over 9 inches in diameter (identify diameter 2 feet above grade). Show locations of individual tree(s) less than 9 inches in diameter if tree(s) are not part of a grouping of trees.
- i. Show sizes, materials, rim, and inverts of below ground utilities with utility identification by method of observed field evidence, client supplied as-built plans, utility company as-builts, and field markings by utility companies (Nebraska 811).
- j. 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.
- k. Staking for utilities to utilize for design and coordination efforts (estimated 4 site visits)
- l. Research Sarpy County Land Surveyors Office for recorded survey data.
- m. Recover a sufficient number of section and/or property corner monuments to establish road right-of-way/property lines within the survey limits.
- n. Process field data and prepare a topographic survey drawing
- o. Topographic survey shall be provided in AutoCAD Civil3D 2022 format.

**2. Road Right-of-Way Staking**

- a. RW will stake road right-of-way, property lines and/or lot corner locations within the survey limits.

**Assumptions / Exclusions:**

- 1. Individual boundary surveys will not be completed on each parcel within the topographic survey limits. A combination of surveyed section lines, property lines and recorded survey information will be used to determine road R.O.W. and adjacent property lines. Missing or disturbed property corner monuments will not be reset and Land Surveyor Certificates will not be prepared or filed.
- 2. RW will be limited to the utilities that can be located by observable evidence, provided as-built plans and Nebraska 811 field locations.
- 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.

**Schedule:**

The surveying services as defined above will be completed and delivered within 40 working days **(weather permitting)** after notice to proceed. Every effort will be made to complete the project ASAP.

**Fees:**

The above scope of services will be billed on a lump sum basis plus any reimbursable expenses incurred (cost plus 15%).

- |                                 |             |
|---------------------------------|-------------|
| 1. Professional Survey Services | \$ 5,415.00 |
|---------------------------------|-------------|

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.**

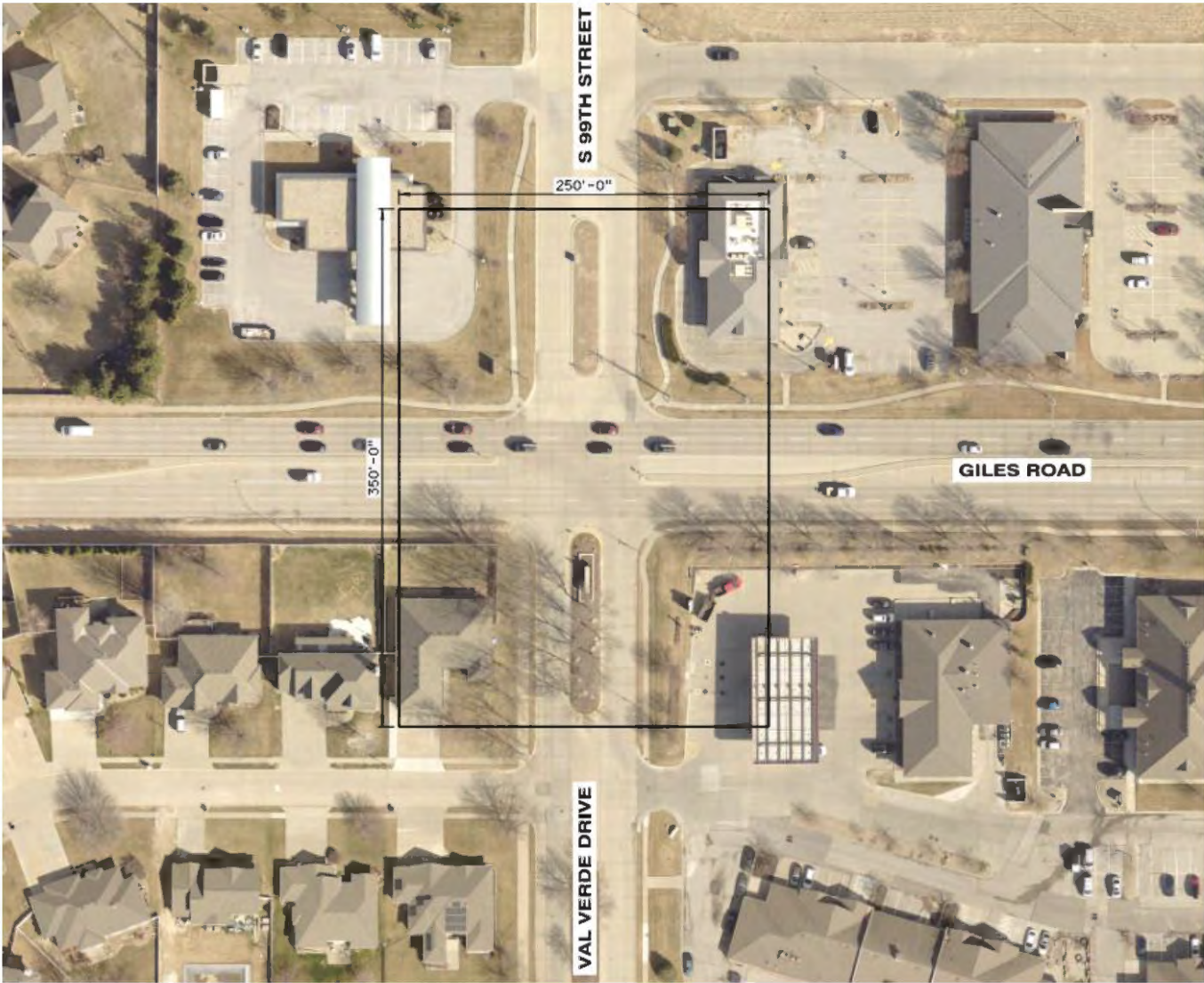


Cory J. Gross, PLS  
Vice President  
[Cory@RWmidwest.com](mailto:Cory@RWmidwest.com)  
402-573-2205

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

Of: \_\_\_\_\_  
Company Date

EXHIBIT A



ENGINEER’S STANDARD HOURLY RATES

- A. Standard Hourly Rates:
  - 1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
  - 2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.
- B. Schedule of Hourly Rates:

Billing Class	Rate
Principal/Professional Engineer (PE)	\$ 285.00/hour
Principal/Professional Land Surveyor (PLS)	\$ 255.00/hour
Senior Land Surveyor (PLS)	\$ 220.00/hour
2-man Land Surveying Crew	\$ 220.00/hour
3D Scanning/LiDAR Specialist	\$ 150.00/hour
Project Engineer II (PE)	\$ 185.00/hour
Engineering Intern (EIT)	\$ 115.00/hour
3D Machine Control Specialist	\$ 155.00/hour
FAA Certified sUAS Pilot	\$ 135.00/hour
CAD Manager	\$ 185.00/hour
CAD Technician	\$ 115.00/hour
Officer Manager	\$ 130.00/hour
Administrative Assistant	\$ 105.00/hour

**October 25, 2024**



**MIDWEST**

**R | O | W**

# MIDWEST RIGHT OF WAY **SERVICES**

**City of La Vista, Nebraska  
Felsburg Holt & Ullevig**

**99<sup>th</sup> Street and Giles Road  
Intersection Improvement**

**John Borgmeyer**

[john.borgmeyer@midwestrow.com](mailto:john.borgmeyer@midwestrow.com)

**13425 A Street**

**Omaha, Nebraska 68144**

**402-955-2900**





**MIDWEST**  
R | O | W

## ***PROPOSAL FOR SERVICES***

***City of La Vista, Nebraska – Felsburg Holt & Ullevig  
99<sup>th</sup> Street and Giles Road – Intersection Improvement***

**Connor Gilinsky, PE, Transportation Engineer IV  
Felsburg Holt & Ullevig  
14606 Branch Street, Suite 400  
Omaha, Nebraska 68154**

## ***PROJECT UNDERSTANDING***

This project involves the acquisition of right of way and easements from four (4) parcels of land for the City of La Vista, Nebraska – 99<sup>th</sup> Street and Giles Road – Intersection Improvement Project. The project is located in the area of 99<sup>th</sup> Street and Giles Road in La Vista, Nebraska.

## ***PROJECT MANAGEMENT***

This task will involve coordination of all project elements so that work is initiated as it should be, appropriate progress is made, and schedules are met. Coordination and scheduling of the title work, appraisals, and the acquisition will be the responsibility of the project manager.

## ***TITLE SEARCHES***

Title searches will be ordered for properties to be acquired in order to determine fee ownership and any liens and encumbrances which will affect the title. Midwest Right of Way Services will contract with Nebraska Title in Omaha, Nebraska, to provide these services and pass the cost through to the City of La Vista at no additional cost.

## ***APPRAISALS***

This task involves the preparation of four (4) appraisal reports which will provide a value for the properties to be acquired. Giff Property Services will prepare the appraisal for this project. Several of Giff Property Services staff members are approved by the State of Nebraska Department of Transportation to provide appraisal reports for right of way projects. The appraisal reports will be provided to the City of La Vista for their use in determining Just Compensation. Midwest will pass the cost of these services through to the City of La Vista at no additional cost.

## ***ACQUISITION***

Midwest Right of Way Services' acquisition agents will make every effort to understand the project's objective before meeting with the property owner. During our initial meeting with the owner our agent will prepare all documents, present and explain the offer, answer all acquisition-related questions. We will secure signatures from all interested parties through negotiations. Our acquisition agents will obtain tenant information from property owners and proceed to obtain signed a leasehold contract, if applicable. We will negotiate in good faith and keep records of all contacts made.

If necessary, a recommendation for a negotiated settlement will be made to City of La Vista representatives. When an agreement is reached, we will obtain the necessary signatures of all interested parties. Our goal will be to acquire the necessary property through amicable negotiations. If condemnation is required, we will work with the City of La Vista and its attorney to file the necessary documents and be available to assist with condemnation preparation or court testimony.

---

## ***ECONOMIC EQUITY AND INCLUSION PROGRAM***

Midwest Right of Way Services, Inc. is a participant in the City of Omaha Economic Equity and Inclusion Program.

## ***SMALL EMERGING BUSINESS TIER II***

Midwest Right of Way Services, Inc. is certified by the City of Omaha as a Small Emerging Business Tier II.

## ***VETERAN-OWNED BUSINESS***

Midwest Right of Way Services is a veteran-owned business.

## **TEAM MEMBERS**

*John Borgmeyer, RWA-GN, Right of Way Agent*, is the Vice President for Midwest Right of Way Services, Inc. He has performed acquisition negotiations for state, local and federally funded projects in Nebraska, Iowa and Kansas, and relocation assistance for local and federally funded projects in Nebraska. His experience includes roadway, airport, drainage, and sewer projects.

*Stacey A. Kroeger, SR/WA, R/W-RAC, Right of Way Agent*, has worked for Midwest Right of Way Services since February 2001. She has performed acquisition negotiations and relocation assistance since May, 2005. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects.

*Maria Rodriguez, R/W-RAC, Right of Way Agent*, is a project manager and has worked for Midwest Right of Way Services since October, 2013. She performed several years of acquisition negotiations and relocation assistance in Phoenix, Arizona. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects. Maria is fluent in Spanish.

*Denny Bliss, Right of Way Agent*, has worked for Midwest Right of Way Services since July, 2011. He has performed acquisition negotiations for state, local and federally funded projects. His experience includes preparation and review of legal descriptions, review of land title reports, as well as the ability to read, interpret, and draw engineering plans. He has experience with airport, roadway, drainage, sewer, and utility projects. He is also an experienced CADD technician.

*Jim Abbott, Right of Way Agent*, has worked for Midwest Right of Way Services since January, 2017. He has performed acquisition negotiations for sewer and roadway projects in Omaha, Lincoln, Sarpy County and Douglas County in Nebraska and roadway projects in Iowa. His experience includes twenty years of real estate management of commercial and investment properties in the Midwest working for a management company throughout Nebraska, Iowa, and South Dakota.

*Chris Wayne, SR/WA, Right of Way Agent*, has worked for Midwest Right of Way Services since May, 2020. His experience includes over 30 years of urban planning and redevelopment experience working for the City of Omaha. Chris has extensive knowledge in the real estate, right of way acquisition, and relocation assistance service field.

*Caleb Schescke, Right of Way Agent*, is the newest member of the Midwest Right of Way Services team starting in February 2022. Caleb graduated from University of Nebraska at Kearney in 2020. Caleb received his real estate license in 2022. He has experience working on Utility, Roadway, and drainage projects in Nebraska.

## ***PAYMENT FOR SERVICES***

Midwest Right of Way Services proposes the right of way services detailed above for the following hourly fees:

	Hourly Salary Rates
Project Manager	\$ 150.00
Right of Way Agent	\$ 125.00
Document Preparation and Administrative Services	\$ 75.00
Mileage at Standard IRS Rate *2024	\$ 0.67

\*Mileage will be billed in addition to the above fees, at the standard IRS rate for the year in which the miles were incurred.

Condemnation court testimony and consultation will be billed at our standard hourly rate plus expenses, if needed. Invoices will be sent on an approximate monthly basis for services rendered.

### ***RIGHT OF WAY SERVICES***

Project Management	4	Tracts @	\$ 300.00	each =	\$ 1,200.00
Negotiation Services	4	Tracts @	\$ 3,750.00	each =	\$ 15,000.00
Administrative Services	4	Tracts @	\$ 225.00	each =	\$ 900.00

<b>Total Right of Way Costs:</b>	<b>\$ 17,100.00</b>
----------------------------------	---------------------

The pass-through costs will be as follows:

Title Services	4	Reports@	\$ 200.00	each =	\$ 800.00
Appraisal Reports	4	Reports @	\$ 1,800.00	each =	\$ 7,200.00

<b>Total Pass-Through Costs:</b>	<b>\$ 8,000.00</b>
----------------------------------	--------------------

The maximum fee for this project is **\$25,100.00**.

If the above-described items are satisfactory to you, please sign and date the original and duplicate original of this letter in the space provided. Keep one executed copy of this letter for your files and return the duplicate copy to us for our files. Receipt of this letter contract will be considered our formal notice to proceed with the work.

Sincerely,



MIDWEST RIGHT OF WAY SERVICES, INC.



John E. Borgmeyer  
Vice President

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

---

Authorized Representative

---

Date