## Synopsis

A resolution has been prepared to approve Supplement No. 1 to the original agreement between Alfred Benesch & Co. and the City for environmental services related to the Applewood Creek Trail Project in an additional amount not to exceed $62.84.

## Fiscal Impact

The FY19/20 Biennial Budget provides funding for this project.

## Recommendation

Approval.

## Background

Supplement No. 1 is to be incorporated into the original Professional Services Agreement for the Applewood Creek Trail Project, TAP-77(61) CN 22757 to correct a minor error in the project workbook of the original agreement. The supplement increases the indirect labor and expenses by $62.84 to a total not to exceed cost of $59,349.68.
RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF SUPPLEMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALFRED BENESCH & COMPANY FOR THE PROVISION OF ENVIRONMENTAL SERVICES FOR THE APPLEWOOD CREEK TRAIL PROJECT.

WHEREAS, City of La Vista is developing a transportation project for which it intends to obtain Federal funds; and

WHEREAS, City of La Vista as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations policies and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS, City of La Vista and Alfred Benesch & Company, wish to enter into a Professional Services Agreement to provide environmental services for the Federal-aid project;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of La Vista that Douglas Kindig, Mayor of the City of La Vista City Council, is hereby authorized to sign the attached environmental services agreement between City of La Vista, Nebraska and Alfred Benesch & Company.

PASSED AND APPROVED THIS 17TH DAY OF MARCH 2020.

CITY OF LA VISTA

ATTEST: Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk
PROFESSIONAL SERVICES AGREEMENT
SUPPLEMENT NO. 1

CITY OF LA VISTA, NEBRASKA
ALFRED BENESCH & COMPANY, INC.
PROJECT NO. TAP-77(61)
CONTROL NO. 22757
APPLEWOOD CREEK TRAIL

THIS SUPPLEMENTAL AGREEMENT is between the CITY OF LA VISTA, NEBRASKA ("LPA") and ALFRED BENESCH & COMPANY, INC. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on May 28, 2019 for Consultant to provide Environmental Services for LPA's project, and

WHEREAS, it is necessary that Environmental Services be added under this Supplemental Agreement to correct an error in workbook in original agreement, and

WHEREAS, the indirect labor cost and direct expenses have increased by $62.84, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. TAP-77(61) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated ______ day of ________________, 2020, attached as Exhibit "A" and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES
Consultant will perform the additional work as set out in Exhibit "B", Scope of Services, amended to show entire corrected agreement amount, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION
2.1 LPA issued Consultant a written Notice-to-Proceed on August 30, 2019. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

2.2 Consultant will complete all work stipulated in the Original Agreement, and this Supplemental Agreement by December 31, 2021.
SECTION 3. FEES AND PAYMENTS
Section 2. In Exhibit "B" of the Original Agreement is hereby amended in accordance with Exhibit "B" and as shown below.

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*includes all prior supplements

SECTION 4. CONFIDENTIAL INFORMATION
Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION
The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION BY LPA
By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person, or
(b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 7. ENTIRE AGREEMENT
The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.
IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by Consultant this 28 day of February, 2020.

ALFRED BENESCH & COMPANY
Jeffery A. Sockel
Senior Vice President

STATE OF NEBRASKA

DOUGLAS COUNTY

SUBSCRIBED AND SWORN to before me this 28 day of February, 2020.

KAREN S. STRASSER
Notary Public

EXECUTED by LPA this ______ day of ____________ , 2020.

CITY OF LA VISTA
Douglas Kindig

Mayor

Subscribed and sworn to before me this ______ day of ____________ , 2020.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for Federal Funding Eligibility:

Date
**Environmental Services**

**Project Name:** Applewood Trail  
**Consultant:** Alfred Benesch & Company  
**Consultant PM:** Craig Mielke, 402-333-5792, cmielke@benesch.com  
**LPA RC/PL:** John Kottmann, (402) 331 8927, jkottmann@cityoflavista.org  
**NDOR PC/RC:**  
**Date:** March 1, 2019

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**General Environmental Services and Coordination**

- Review of NEPA documents and commitments
- Preliminary Permit Request
- Wetlands
  - a. Floodplain Permit
  - b. National Pollution Discharge Elimination System
  - c. Activity Checking
  - d. NEPA Coordination
  - e. Wetland Impact
  - f. Nebraska Department of Environmental Control
  - g. City/County Health Department
  - h. Potential need for a FAA Form 7400-1

**Exclusion Document and Resource Reviews**

- a. Project Description and Purpose & Need
- b. CE Determination Form for Federal-Aid Projects
- c. Preliminary Statement & Map
- d. Documentation and Revisions
- e. CE Quality Control
- f. CE Comment Tracking Table

**Forestland**

- a. Forestland Conveyance Form

**Section 106 HIP/THPO**

- a. Section 106 Review Request Letter

**Section 4(1) De Minimis or Exception**

- a. Section 4(1) Initial Assessment Form
- b. Section 4(1) Documentation
- c. Individual Section 4(1) Evaluation (Sup to Agreement)

**Section 6(1) Analysis**

- a. Determine if Section 508 are present
- b. Section 508 Notice to non-cooperation (Sup to Agreement)

**Floodplain Review**

- a. Determine if in a Zone A floodplain
- b. Floodplain permitting (Sup to Agreement)

**Water Quality Review**

- a. Determine if impaired water area in project area
- b. Coordination with NDEQ
- c. NPDES permit

**T&E Review**


**Hazardous Materials Review**

- a. Database review
- b. Site visit
- c. Complete the NHP Visual Recognition Form
- d. Conduct analysis per the Hazardous Materials Review manual
- e. Subsurface investigation (Sup to Agreement)
- f. Prepare a written Hazardous Materials Review Report
- g. Quality Control

**Phase Study and Report**

- a. Determine if post-study is required
- b. Conduct site study

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**Estimate of Hours**

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**PR** | **PM** | **ENV** | **ENG** | **DES** | **ADM** | **PI** | **UX** | **UX** | **Total** |
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**Consultant Cost Estimate**

**Estimate of Hours**

Exhibit "B"  
Page 2 of 7
11. Wetland and Stream Delineation Services
   a. Site Visit
   b. Review Existing Resources/Databases
   d. Delineation Limits
   e. Estimated Delineation Project Size
      - Small Wet: < 1 day of field activities
      - Medium Wet: 1-3 days of field activities
      - Large Wet: > 3 days of field activities
   f. Plot Boundaries
   g. Documentation of Findings
   h. Quality Control
   i. Final Deliverables

12. Section 404 Nationwide Permitting Services
   a. Pre-Application Meeting
   b. Nationwide Permit Application Package
   c. Jurisdictional Determination (JSD) from the USACE (Rep. to Agreement)
   d. Agency Coordination
   e. Final Deliverables

13. Section 404 Individual Permitting Application
   a. Alternatives Analysis and Sequencing Documentation

14. Mitigation Plan
   a. Mitigation Documentation
   b. Mitigation Plan (Rep. to Agreement)

15. Preparation of Public Involvement Materials
   a. General services related to PI
   b. Information Packet
   c. Official Legal Notice
   d. Pocket Distribution
   e. Draft responses to comments received from the public
   f. Summaries Month and Repeat
   g. Additional materials for increased Public Involvement (Rep. to Agreement)

16. Environmental Re-evaluation, after ROW Design
   a. NEPA Re-evaluation after the ROW Cost Estimate
   b. NEPA Re-evaluation after ROW Acquisition

17. Green Sheet
   a. Green Sheet

18. Project Management
   a. Project Management
   b. Schedule
   c. Plan in Hand
   d. Progress Meetings

19. Travel Time
   a. Site Visit
   b. Other

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Subtotal Cost Est.: 179
Subtotal Technical Documents: 50
Subtotal Reports: 120

Consultant Cost Estimate
Estimate of Hours
### Consultant Cost Estimate

#### Direct Expenses

**Project Name:** Applewood Trail  
**Consultant:** Alfred Benesch & Company  
**Consultant PM:** Craig Mielke, 402-333-5792, cmielke@benesch.

**Project Number:** TAP-77(61)  
**Control Number:** 22757

**LPA RC/PL:** John Kottman, (402) 331 8927, jkottmann@cityoflavista.org

**NDOR PC/RC:**

**Date:** March 1, 2019

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**Subtotal:** $150.80

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**Subtotal:** $150.00

**TOTAL DIRECT EXPENSES:** $6,227.50

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Consultant Cost Estimate  
Direct Expenses  

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Exhibit "B"  
Page 4 of 7
## Project Cost Breakdown

**Project Name:** Applewood Trail  
**Consultant:** Alfred Benesch & Company  
**Consultant PM:** Craig Mielke, 402-333-5792, cmielke@benesch.com  
**NDOR PC/RC:**  
**Date:** March 1, 2019

### DIRECT LABOR COSTS

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>85</td>
<td>$54.00</td>
<td>$4,590.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>50</td>
<td>$53.20</td>
<td>$2,660.00</td>
</tr>
<tr>
<td>Sr. Environmental Scientist</td>
<td>326</td>
<td>$31.75</td>
<td>$10,350.50</td>
</tr>
<tr>
<td>Engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Designer/Technician</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Involvement Specialist</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>User Defined 3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>User Defined 4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>461</td>
<td></td>
<td><strong>$17,600.50</strong></td>
</tr>
</tbody>
</table>

### DIRECT EXPENSES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subconsultants:</td>
<td>$5,749.50</td>
</tr>
<tr>
<td>Printing And Reproduction:</td>
<td>$277.50</td>
</tr>
<tr>
<td>Mileage/Travel:</td>
<td>$150.80</td>
</tr>
<tr>
<td>Lodging/Meals:</td>
<td>$150.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$6,327.80</strong></td>
</tr>
</tbody>
</table>

### TOTAL PROJECT COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Labor Costs</td>
<td>$17,600.50</td>
</tr>
<tr>
<td>Overhead @ 166.17%</td>
<td>$29,246.75</td>
</tr>
<tr>
<td>Total Labor Costs</td>
<td>$46,847.25</td>
</tr>
<tr>
<td>Fee for Profit Rate @ 13.00%</td>
<td>$5,090.14</td>
</tr>
<tr>
<td>Facility Capital Cost of Money (FCCM) @ 0.480% (direct labor cost x FCCM%)</td>
<td>$84.48</td>
</tr>
<tr>
<td>Direct Expenses</td>
<td>$6,327.80</td>
</tr>
<tr>
<td><strong>TOTAL COST</strong></td>
<td><strong>$59,349.88</strong></td>
</tr>
</tbody>
</table>
## Travel Summary

<table>
<thead>
<tr>
<th># of Rounds/Staff</th>
<th>PR</th>
<th>PM</th>
<th>SENV</th>
<th>ENV</th>
<th>ENG</th>
<th>DES</th>
<th>ADM</th>
<th>PL</th>
<th>UD3</th>
<th>UD4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miles</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hours</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total:** 0 0.0

*Note: Total miles assumes each staff travels separately.*

## Notes & Assumptions

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- [ ]
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- [ ]
- [ ]
- [ ]
RESOLUTION
SIGNING OF ENVIRONMENTAL SERVICES AGREEMENT – BK1916

Whereas: City of La Vista is developing a transportation project for which it intends to obtain Federal funds;

Whereas: City of La Vista as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

Whereas: City of La Vista and Alfred, Benesch & Company, wish to enter into a Professional Services Agreement to provide environmental services for the Federal-aid project.

Be It Resolved: by the City Council of the City of La Vista that:

Douglas Kindig, Mayor of the City of La Vista City Council, is hereby authorized to sign the attached environmental services agreement between City of La Vista, Nebraska and Alfred, Benesch & Company.

NDOT Project Number: TAP-77(61)
NDOT Control Number: 22757
NDOT Project Description: Applewood Creek Trail

Adopted this _____ day of ___________, 2020 at ______________, Nebraska.

(Month)

The City Council of City of La Vista, Nebraska

________________________________________
________________________________________
________________________________________
________________________________________

Board/Council Member ________________________________ Moved the adoption of said resolution
Member ________________________________ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

________________________________________
Signature City Clerk