

**LA VISTA CITY COUNCIL MEETING AGENDA**  
January 3, 2023  
Harold "Andy" Anderson Council Chamber  
La Vista City Hall  
8116 Park View Blvd

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**

*All matters listed under item A, Consent Agenda, are considered to be routine by the city council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

**A. CONSENT AGENDA**

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the December 20, 2022 City Council Meeting**
3. **Request for Payment – Design Workshop, Inc – Professional Services – 84<sup>th</sup> Street Bridge – \$2,980.00**
4. **Request for Payment – DLR Group – Professional Services – La Vista City Centre Parking Structure 2 – \$15,554.22**
5. **Request for Payment – Benesch – Professional Services – Terry Dr, Lillian Ave & S. 78<sup>th</sup> St Pavement Rehabilitation – \$13,101.50**
6. **Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$6,367.25**
7. **Request for Payment – Sampson Construction – Construction Services – Offstreet Parking District No. 2, Structure No. 2 – \$927,975.00**
8. **Approve Change in Date of City Council Meeting from July 4, 2023 to July 5, 2023**
9. **Approval of Claims**

- **Reports from City Administrator and Department Heads**

**B. Resolution – Amend City Personnel Policy and Procedures Manual**

**C. Resolution – Authorize Agreement – 84<sup>th</sup> Street Trail – Giles to Harrison**

**D. Resolution – Authorize Repair – Sterling Dump Truck**

- **Comments from the Floor**

- **Comments from Mayor and Council**

- **Adjournment**

The public is welcome and encouraged to attend all meetings. If special accommodations are required, please contact the City Clerk prior to the meeting at 402-331-4343. A copy of the Open Meeting Act is posted in the Council Chamber and available in the public copies of the Council packet. Citizens may address the Mayor and Council under "Comments from the Floor." Comments should be limited to three minutes. We ask for your cooperation in order to provide for an organized meeting.

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# MINUTE RECORD

A-2

No. 729 - REDFIELD DIRECT E2106195KV

## LA VISTA CITY COUNCIL MEETING December 20, 2022

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on December 20, 2022. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Gunn, City Clerk Buethe, Chief of Police Lausten, Community Development Director Fountain, Recreation Director Stopak, Director of Public Works Soucie, City Engineer Dowse, Library Director Barcal and Human Resources Director Lowery.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on December 7, 2022. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Mayor Kindig called the meeting to order, led the audience in the Pledge of Allegiance, and made the announcements.

### ADMINISTRATION OF OATH OF OFFICE – KEVIN B. WETUSKI, WARD IV

Mayor Kindig Administered the Oath of Office to Councilmember Wetuski.

### SERVICE AWARD: JEFF SINNETT – 25 YEARS

Mayor Kindig recognized Jeff Sinnett for 25 years of service to the City.

### APPOINTMENTS – BOARD OF HEALTH – REAPPOINT DOUGLAS KINDIG, KIM THOMAS, ROBERT LAUSTEN, HANS DETHLEFS AND MARY BRENNAN – 1 YEAR TERM – PLANNING COMMISSION – APPOINT JOSH FREY – 3 YEAR TERM

Mayor Kindig stated, with the approval of the City Council, he would like to re-appoint Douglas Kindig, Kim Thomas, Robert Lausten, Hans Dethlefs and Mary Brennan to the Board of Health for a 1 year term and appoint Josh Frey to the Planning Commission for a 3 year term. Councilmember Sell motioned the approval, seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

#### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE DECEMBER 6, 2022 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE DECEMBER 6, 2022 CITY COUNCIL ORGANIZATIONAL MEETING
4. APPROVAL OF THE MINUTES OF THE DECEMBER 1, 2022 PLANNING COMMISSION MEETING
5. REQUEST FOR PAYMENT – JE DUNN CONSTRUCTION CO – CONSTRUCTION SERVICES – CENTRAL PARK PAVILION AND SITE IMPROVEMENTS – \$1,451,737.00
6. REQUEST FOR PAYMENT – CITY CENTRE MUSIC VENUE, LLC & ASTRO THEATER, LLC – DISBURSEMENT OF EDP AWARD FUNDS – \$416,199.84
7. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – ON CALL SERVICES – \$1,982.50
8. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – PLACEMAKING PHASE 1 – \$14,652.02
9. RESOLUTION NO. 22-119 – APPROVE CHANGE ORDER NO. 1 – CENTRAL PARK ACCESS ROAD – PARK VIEW PROJECT

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT WITH MACKIE CONSTRUCTION TO PROVIDE FOR ADDITIONAL ITEMS OF WORK THAT RESULT IN A DEDUCT OF \$52,308.40, AND A CONTRACT PRICE NOT TO EXCEED \$1,038,166.03.

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WHEREAS, the City has determined it is necessary to make additions of work to the contract; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this project.

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

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for Change Order No. 1 to the contract with Mackie Construction to provide for additional items of work that result in a deduct of \$52,308.40, and a contract price not to exceed \$1,038,166.03.

## 10. RESOLUTION – APPROVE AMENDMENT NO. 1 – ECONOMIC DEVELOPMENT PROGRAM AWARD PROMISSORY NOTE – ASTRO THEATER

Mayor Kindig requested that Item A-10 Approve Amendment No.1 – Economic Development Program Award Promissory Note – Astro Theater be moved to the next meeting as a regular agenda item.

## 11. APPROVAL OF CLAIMS

ACTION BATTERIES, maint.	497.10
ACTIVE NETWORK, services	113.94
AKRS EQUIPMENT SOLUTIONS INC, services	1,063.87
ALFRED BENESCH & CO, services	11,735.13
ALTEC INDUSTRIES INC, supplies	241.84
AMAZON, supplies	2,268.54
AMERICAN HERITAGE LIFE INS, services	1,161.86
AMERICA'S FENCE STORE INC, supplies	56.22
ARNOLD MOTOR SUPPLY, maint.	1,386.25
ASPEN EQUIPMENT CO, maint.	318.75
BIG RED LOCKSMITHS, bld&grnds	50.00
BLACK HILLS ENERGY, utilities	5,997.09
BOBCAT OF OMAHA, maint.	508.96
BRIAN SMILES, services	1,200.00
BRITE IDEAS DECORATING, supplies	769.50
BRODERSEN, C., travel	86.19
CENTURY LINK/LUMEN, phones	189.05
CINTAS CORP, services	225.81
CITY OF PAPILLION, services	240,674.00
COMP CHOICE INC, services	1,625.07
CORNHUSKER INTL TRUCKS INC, maint.	1,119.46
COX COMMUNICATIONS, services	297.00
CULLIGAN OF OMAHA, services	119.90
DEARBORN NATL LIFE INSURANCE, services	7,739.01
DEFIANCE HARLEY-DAVIDSON, maint.	185.99
DOG WASTE DEPOT, supplies	87.98
ECHO GROUP INC, supplies	22.30
ESSENTIAL SCREENS, services	157.78
EYMAN PLUMBING INC, bld&grnds	924.35
FASTENAL CO, supplies	415.67
FERRELLGAS, supplies	199.00
FITZGERALD SCHORR BARMETTLER, services	22,762.10
FNIC, services	6,730.75
GENERAL FIRE & SAFETY, bld&grnds	437.50
GENUINE PARTS CO, maint.	355.89

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GREAT PLAINS COMMUNICATION, services	777.60
HEARTLAND PNEUMATIC, maint.	682.50
HGM ASSOCIATES INC, services	778.10
HOBBY LOBBY, supplies	308.75
HOME DEPOT, supplies	401.88
HUNTEL COMMUNICATIONS, services	1,899.13
HY-VEE INC, supplies	65.00
INLAND TRUCK PARTS, maint.	1,453.97
J & J SMALL ENGINE, services	125.61
JENSEN TIRE & AUTO, maint.	95.00
JOHNSON HARDWARE CO, bld&grnds	12.88
JOHNSTONE SUPPLY CO, supplies	18.34
K ELECTRIC, services	1,124.87
KINDIG, D., travel	286.13
KOSKE, NORA, payroll	10.35
KRIHA FLUID POWER, maint.	47.69
LABRIE, DONALD P, services	975.00
LARSEN SUPPLY CO, supplies	375.30
LINCOLN NAT'L LIFE INS CO, services	6,417.10
LOWE'S, supplies	644.16
MACKIE CONSTRUCTION, services	368,080.23
MAPA-METRO AREA PLANNING, services	21,987.00
MATHESON TRI-GAS INC, supplies	159.64
MEDICA INSURANCE CO, services	111,074.95
MENARDS-RALSTON, supplies	412.52
METLIFE, services	1,047.08
METRO CHIEFS ASSOC, services	75.00
MICHAEL TODD & CO, maint.	1,601.12
MID-AMERICAN BENEFITS INC, services	8,376.98
MILLARD METAL SERVICES INC, supplies	470.00
MOTOROLA SOLUTIONS INC, services	24,548.80
MSC INDUSTRIAL SUPPLY CO, maint.	89.28
NE DEPT OF REVENUE, sales tax	42.63
NE IOWA DOOR SERVICES INC, bld&grnds	735.00
NE LAW ENFORCEMENT, services	20.20
OFFICE DEPOT INC, supplies	523.62
OLSSON INC, services	7,175.50
ONE CALL CONCEPTS INC, services	193.80
O'REILLY AUTO PARTS, maint.	1,342.66
PAPILLION SANITATION, services	440.58
PAYROLL MAXX, payroll & taxes	414,919.97
PERMITTECHNATION, services	25.00
PREDATOR CUSTOM TRAILER, maint.	10.50
RDG PLANNING & DESIGN, services	21,962.00
REACH SPORTS MARKETING GROUP, services	350.00
REGAL AWARDS INC, services	59.90
RIVER CITY RECYCLING, services	188.70
ROBERT HALF, services	6,103.05
ROBERT T. HENNICH, maint.	1,128.00
RTG BUILDING SERVICES, bld&grnds	6,665.00
SAMPSON CONSTRUCTION CO, services	1,163,377.00
SARPY COUNTY TREASURER, taxes	72.43
SCHUTTLER, J., travel	119.50
SITE ONE LANDSCAPE SUPPLY, bld&grnds	307.50
SOLBERG, C., travel	86.71
SOUTH, R., travel	310.50
SOUTHERN UNIFORM, apparel	523.78
NE DEPT OF TRANSPORTATION, services	167,246.13

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TORNADO WASH LLC, services	217.00
TOTAL MARKETING INC, supplies	29.00
TRANS UNION RISK, services	75.00
TRUCK CENTER CO, maint.	225.07
UNITE PRIVATE NETWORKS, services	4,400.00
UNITED PARCEL, services	10.93
US BANK NAT'L ASSOC, supplies/services	22,471.73
VERIZON WIRELESS, phones	383.63
VOIANCE LANGUAGE, services	25.00
WALMART, supplies	916.33
WESTLAKE HARDWARE, bld&grnds	3,198.99
WHITE CAP, supplies	67.44
WOODHOUSE FORD, maint.	2,192.02

Councilmember Thomas made a motion to approve the consent agenda minus A-10. Seconded by Councilmember Hale. Councilmember Sheehan reviewed the bills and stated everything was in order. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

## **REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS**

City Administrator Gunn reported on the upcoming weather event and that La Vista public facilities will be closed on Thursday.

City Clerk Buethe asked Council if they would like to move the July 4th meeting to July 3rd or July 5th. There was Council consensus to move the meeting to Wednesday, July 5th. Buethe will place this on the next agenda for action.

Library Director Barcal reported that the Library received a donation check for \$3,000 to fund the summer Intern position.

Deputy Director of Public Works Calentine provided an update on snow operation hours.

## **B. COMPREHENSIVE PLAN AMENDMENTS – FUTURE LAND USE MAP PLAN & FUTURE LAND USE MAP**

### **1. PUBLIC HEARING**

At 6:14 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed Comprehensive Plan Amendments – Future Land Use Map Plan & Future Land Use Map. Community Development Director Fountain gave an overview of the Land Use Map Plan. Dean Hokinson commented on the Land Use Map Plan.

At 6:43 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

### **2. ORDINANCE**

Councilmember Thomas introduced Ordinance No. 1472 entitled: AN ORDINANCE TO AMEND SECTION 1 OF ORDINANCE NO. 1449 CODIFIED IN MUNICIPAL CODE SECTIONS 151.01 AND 151.02 TO UPDATE THE COMPREHENSIVE DEVELOPMENT PLAN AND RELATED FUTURE LAND USE MAP; TO REPEAL SECTION 1 OF ORDINANCE NO. 1449 CODIFIED IN MUNICIPAL CODE SECTIONS 151.01 AND 151.02 AND ANY OTHER CONFLICTING ORDINANCES AS PREVIOUSLY ENACTED, TO PROVIDE FOR SEVERABILITY AND TO PROVIDE FOR THE EFFECTIVE DATE.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Hale seconded the motion to suspend the rules

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and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion passed.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1472. Councilmember Sell seconded the motion. Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **C. AMEND MUNICIPAL RETIREMENT PLANS**

### **1. RESOLUTION – AMEND LA VISTA GENERAL EMPLOYEES DEFINED CONTRIBUTION PENSION PLAN AND TRUST**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 22-121 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND THE CITY OF LA VISTA GENERAL EMPLOYEES DEFINED CONTRIBUTION PENSION PLAN AND TRUST, AND TO AUTHORIZE FURTHER ACTIONS.

BE IT RESOLVED, that the following actions are hereby adopted and approved:

SECTION 1. Pursuant to Nebraska Statutes, Section 19-3501, the Mayor and City Council of the City of La Vista maintain the City of La Vista General Employees Defined Contribution Pension Plan and Trust, embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

SECTION 2. The Mayor and City Council are authorized and desire to amend the Plan for recent statutory changes, as set forth in the amendment presented with this Resolution titled "AMENDMENT (2022) SECURE, Bipartisan American Miners & CARES Act" ("Amendment").

SECTION 3. The Mayor and City Council do hereby approve and adopt said Amendment, effective as of the date(s) specified therein.

SECTION 4. The Mayor is authorized to execute said Amendment on behalf of the City, and the City Administrator is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this resolution or otherwise determined necessary or advisable, to cause said Amendment to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the Amendment and other Plan documents and take such further actions as the City Administrator determines necessary or appropriate to obtain a favorable ruling or maintain the qualified status of the Plan.

Seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

### **2. ORDINANCE – AMEND LA VISTA POLICE OFFICERS RETIREMENT PLAN AND TRUST**

Councilmember Sheehan introduced Ordinance No. 1473 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND THE CITY OF LA VISTA POLICE OFFICERS RETIREMENT PLAN AND

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TRUST; TO AUTHORIZE FURTHER ACTIONS; AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Frederick seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion passed.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1473. Councilmember Hale seconded the motion. The Mayor then stated the question, "Shall Ordinance No. 1473 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Quick, Hale, Sell and Wetuski. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **D. RESOLUTION – AMEND MUNICIPAL RETIREMENT PLAN – CITY ADMINISTRATOR**

Councilmember Frederick introduced and moved for the adoption of Resolution No. 22-122 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND THE CITY OF LA VISTA CITY ADMINISTRATORS' DEFINED CONTRIBUTION PENSION PLAN AND TRUST, AND TO AUTHORIZE FURTHER ACTIONS.

BE IT RESOLVED:

SECTION 1. Pursuant to Nebraska Statutes, Section 19-3501, the Mayor and City Council of the City of La Vista maintain the City of La Vista City Administrators' Defined Contribution Pension Plan and Trust, embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments ("Plan").

SECTION 2. The Mayor and City Council are authorized and desire to amend the Plan for recent statutory and other changes, as set forth in the amendment presented with this Resolution titled "AMENDMENT (2022) (including SECURE, Bipartisan American Miners & CARES Acts)" ("Amendment").

SECTION 3. The Mayor and City Council do hereby approve and adopt said Amendment, effective as of the date(s) specified therein.

SECTION 4. That the Mayor is authorized to execute said Amendment on behalf of the City, and the City Administrator is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this resolution or the City Administrator otherwise determines necessary or advisable, to cause said Amendment to be submitted, together with such supporting documents and data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the designations, elections or provisions under or of said Amendment or any other plan documents and take such further actions as the City Administrator determines necessary or appropriate to obtain a favorable ruling or as otherwise required for the qualified status of the Plan.

Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

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## E. RESOLUTION – APPROVE PROFESSIONAL SERVICES AGREEMENT – SEWER RATE STUDY FY25-FY29

Councilmember Sell introduced and moved for the adoption of Resolution No. 22-123 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. TO PROVIDE PROFESSIONAL CONSULTNG SERVICES FOR THE FY25 - FY29 SEWER RATE STUDY IN AN AMOUNT NOT TO EXCEED \$40,254.00.

WHEREAS, the Mayor and City Council have determined that it is desirable to perform a sewer rate study; and

WHEREAS, the City Council authorized the request for letters of interest for engineering services to perform a sewer rate study on September 6, 2022; and

WHEREAS, the FY23/FY24 Sewer Fund Budget includes funding for this work; and

WHEREAS, three proposals were received and reviewed; and

WHEREAS, staff has recommended that an agreement be executed with Burns & McDonnell Engineering Company, Inc.; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000.

NOW, THEREFORE BE IT RESOLVED, by 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 Burns & McDonnell Engineering Company, Inc. to provide professional consulting services for the FY25 - FY29 Sewer Rate Study in an amount not to exceed \$40,254.00.

Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

## F. RESOLUTION – APPROVE MEMORANDUM OF UNDERSTANDING – GRADING & CONSTRUCTION PERMITS WITHIN SOUTHERN SARPY WATERSHED

Councilmember Frederick introduced and moved for the adoption of Resolution No. 22-124 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR GRADING AND CONSTRUCTION PERMITS WITHIN SOUTHERN SARPY WATERSHED.

WHEREAS, the City desires to enter into a Memorandum of Understanding for grading and construction permits within Southern Sarpy Watershed; and

WHEREAS, the Memorandum of Understanding will, for the sake of efficient permit enforcement and compliance designate Sarpy County as the issuer of any and all grading and other construction permits required by the Southern Sarpy Watershed Partnership and necessary for the current and future construction phases of the Unified SSWS; and

WHEREAS, the Memorandum of Understanding shall automatically terminate upon the completion of construction of the Unified SSWS;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize the Mayor to execute a Memorandum of Understanding for grading and construction permits within Southern Sarpy Watershed.

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Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

## **G. RESOLUTION – AUTHORIZE PURCHASE – UN-MARKED VEHICLES**

Councilmember Quick introduced and moved for the adoption of Resolution No. 22-125 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF THREE (3) 2023 CHEVROLET MALIBU SEDAN VEHICLES FROM HUSKER AUTO GROUP LINCOLN, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$62,400.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of three (3) unmarked police vehicles is necessary, and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed purchase, and

WHEREAS, Husker Auto Group, Lincoln Nebraska was awarded the state bid for Nebraska for the 2023 Chevy Malibu vehicles and will extend that price to the City of La Vista, and

WHEREAS, Subsection (c) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure 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, do hereby authorize the purchase of three (3) 2023 Chevrolet Malibu Sedan vehicles from Husker Auto Group, Lincoln Nebraska in an amount not to exceed \$62,400.

Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

## **H. RESOLUTION – AUTHORIZE PURCHASE – CIS ENDPOINT SECURITY SERVICES**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 22-126 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF CIS ENDPOINT SECURITY SERVICES FROM THE CENTER FOR INTERNET SECURITY IN AN AMOUNT NOT TO EXCEED \$9,900.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of CIS Endpoint Security Services is necessary; and

WHEREAS, the FY23 Information Technology budget provides funding for the proposed purchase; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of CIS Endpoint Security Services from The Center for Internet Security in an amount not to exceed \$9,900.

Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

## **COMMENTS FROM THE FLOOR**

There were no comments from the floor.

# MINUTE RECORD

December 20, 2022

No. 729 – REDFIELD DIRECT E2106195KV

## COMMENTS FROM MAYOR AND COUNCIL

There were no comments from Mayor and Council.

At 6:55 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 3RD DAY OF JANUARY 2023.

CITY OF LA VISTA

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

ATTEST:

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

**Design Workshop, Inc.**  
 Landscape Architecture  
 Planning  
 Urban Design  
 Strategic Services

**Approved for payment  
 BF 12/16/2022  
 16.71.0917-STRT17005**

December 5, 2022  
 Invoice No: 0072804

**Current Invoice Total \$2,980.00**

Cindy Miserez  
 City of La Vista  
 8116 Parkview Blvd.  
 La Vista, NE 68128

Project 006605.00 La Vista - 84th Street Bridge

**Professional Services from November 1, 2022 to November 30, 2022**

Task 001 1.1 Preliminary Design  
**Fee**

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	18,400.00	100.00	18,400.00	17,775.00	625.00
Consultant	1,500.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	2,000.00	5.45	109.00	109.00	0.00

**Total Fee 625.00**

**Total this Task \$625.00**

Task 002 1.2 Final Design  
**Fee**

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	27,600.00	8.5326	2,355.00	0.00	2,355.00
Consultant	3,000.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	2,000.00	0.00	0.00	0.00	0.00

**Total Fee 2,355.00**

**Total this Task \$2,355.00**

Task 003 2.0 Civil and Structural  
**Fee**

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Schemmer	152,270.00	32.7502	49,868.75	49,868.75	0.00
Reimbursable Expenses	2,000.00	0.00	0.00	0.00	0.00

**Total Fee 0.00**

**DESIGNWORKSHOP**

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Raleigh  
 1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

Project	006605.00	La Vista - 84th Street Bridge	Invoice	0072804
			<b>Total this Task</b>	<b>0.00</b>
			<b>Total this Invoice</b>	<b><u>\$2,980.00</u></b>

Please include invoice number on remittance to:

1390 Lawrence Street, Suite 100, Denver, CO 80204

**DESIGNWORKSHOP**

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Raleigh  
1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

## Invoice

DLRGROUP

6457 Frances Street, Suite 200  
Omaha, NE 68106  
402-393-4100 Fax 402-393-8747

Pat Dowse  
Director Public Works  
City of La Vista  
Email Inv: pdowse@cityoflavista.org  
City of La Vista  
8116 Park View Boulevard  
La Vista, NE 68128-2198

December 9, 2022

Project No: 10-17105-41  
Invoice No: 0212078

Project 10-17105-41 La Vista City Cntr Parking Structure2 CS

**Billing Period: November 1, 2022 to November 30, 2022**

## Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Services	198,750.00	71.00	141,112.50	135,150.00	5,962.50
Add Service for PT Opening	4,500.00	100.00	4,500.00	0.00	4,500.00
Total Fee	203,250.00		145,612.50	135,150.00	10,462.50
<b>Total Fee</b>					<b>10,462.50</b>

## Consultants

Olsson, Inc	5,039.10
<b>Total Consultants</b>	<b>5,039.10</b>

## Reimbursable Expenses

Travel Expenses-Mileage	52.62
<b>Total Reimbursables</b>	<b>52.62</b>

## Billing Limits

	Current	Prior	To-Date
Consultants Limit	5,039.10	29,305.39	34,344.49
Remaining Expenses			125,350.50
Limit	52.62	334.36	91,006.01
Remaining			386.98
<b>Total this Invoice</b>	<b>15,554.22</b>		

## Billings to Date

	Current	Prior	Total
Fee	10,462.50	135,150.00	145,612.50
Consultant	5,039.10	29,305.39	34,344.49
Expense	52.62	334.36	386.98
<b>Totals</b>	<b>15,554.22</b>	<b>164,789.75</b>	<b>180,343.97</b>

OHC PA-1

DMO 12/29/22

15.71.0917.00 - 11/1/2022



Pat Dowse  
City Engineer  
City of La Vista  
9900 Portal Road  
La Vista, NE 68128

December 5, 2022  
Project No: 00120802.00  
Invoice No: 230299

Preliminary & Final Design  
Terry Drive, Lillian Avenue & South 78th Street  
Pavement Rehabilitation

**Professional Services from October 24, 2022 to November 20, 2022**

Task 00000 Project Management & Meetings

**Professional Personnel**

		Hours	Rate	Amount
E2a Proj Scientist II, Proj Engineer II				
Higgins, John	.50	164.00	82.00	
Parks, Thomas	18.00	164.00	2,952.00	
Totals	18.50		3,034.00	
<b>Total Labor</b>			<b>3,034.00</b>	
			<b>Total this Task</b>	<b>\$3,034.00</b>

Task 00002 Preliminary Design

**Professional Personnel**

		Hours	Rate	Amount
E3b Proj Coord I, Const Rep II				
Giese, George	3.00	118.00	354.00	
E9 Project Assistant I Intern I				
Alajmi, Abdallah	4.00	67.00	268.00	
Totals	7.00		622.00	
<b>Total Labor</b>			<b>622.00</b>	
			<b>Total this Task</b>	<b>\$622.00</b>

Task 00003 Final Design

**Professional Personnel**

		Hours	Rate	Amount
E2a Proj Scientist II, Proj Engineer II				
Higgins, John	7.00	164.00	1,148.00	
Parks, Thomas	27.00	164.00	4,428.00	
E4 Sr Tech, Sr Insp, Sr Env Tech				
Salisbury, Tracy	22.50	102.00	2,295.00	
E9 Project Assistant I Intern I				
Alajmi, Abdallah	6.50	67.00	435.50	

Project	00120802.00	LaVista Terry, Lillian & 78th Rehab	Invoice	230299
	Ngwenya, Brian	17.00	67.00	1,139.00
	Totals	80.00		9,445.50
	<b>Total Labor</b>			<b>9,445.50</b>
			<b>Total this Task</b>	<b>\$9,445.50</b>
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		13,101.50	20,410.88	33,512.38
Limit				57,754.00
Remaining				24,241.62
			<b>Total this Invoice</b>	<b><u>\$13,101.50</u></b>

**Outstanding Invoices**

Number	Date	Balance
227303	11/2/2022	11,735.13
<b>Total</b>		<b>11,735.13</b>

Ok TC PA-7

PA 012/24/22

05.710917.000-9RTaP12

## Invoice



601 P St Suite 200  
 PO Box 84608  
 Lincoln, NE 68501-4608  
 Tel 402.474.6311, Fax 402.474.5063

December 19, 2022  
 Invoice No: 443339

Pat Dowse  
 City Engineer  
 City of La Vista NE  
 8116 Park View Blvd  
 La Vista, NE 68128-2198

**Invoice Total** **\$6,367.25**

Olsson Project # 022-03277 La Vista City Park Pavilion Testing  
 Professional services rendered through December 3, 2022 for work completed in accordance with our Agreement dated June 1, 2022.

Phase 100 Earthwork

**Labor**

	Hours	Rate	Amount
Technician	15.75	60.00	945.00
<b>Totals</b>	<b>15.75</b>		<b>945.00</b>
<b>Total Labor</b>			<b>945.00</b>

**Unit Billing**

Field Vehicle 1336	7.0 Miles @ 0.75	5.25
Field Vehicle 1313	10.0 Miles @ 0.75	7.50
Field Vehicle 1425	10.0 Miles @ 0.75	7.50
Field Vehicle 1264	20.0 Miles @ 0.75	15.00
<b>Total Units</b>	<b>35.25</b>	<b>35.25</b>
	<b>Total this Phase</b>	<b>\$980.25</b>

Phase 300 Concrete

**Labor**

	Hours	Rate	Amount
Technician	13.25	60.00	795.00
Technician Standby Time	4.50	60.00	270.00
<b>Totals</b>	<b>17.75</b>		<b>1,065.00</b>
<b>Total Labor</b>			<b>1,065.00</b>

**Unit Billing**

Field Vehicle 1425	10.0 Miles @ 0.75	7.50
Field Vehicle 1435	12.0 Miles @ 0.75	9.00
Field Vehicle 1380	16.0 Miles @ 0.75	12.00

Compressive Strength - Concrete

11/9/2022	5 Tests @ \$17/Test	85.00
11/10/2022	5 Tests @ \$17/Test	85.00
11/17/2022	5 Tests @ \$17/Test	85.00

Project	022-03277	La Vista City Park Pavilion Testing	Invoice	443339
12/2/2022	5 Tests @ \$17/Test	85.00		
12/2/2022	5 Tests @ \$17/Test	85.00		
	<b>Total Units</b>	<b>453.50</b>	<b>453.50</b>	
		<b>Total this Phase</b>		<b>\$1,518.50</b>
Phase	400	Project Management		
<b>Labor</b>				
Project Manager		Hours	Rate	Amount
		4.25	115.00	488.75
Totals		4.25		488.75
	<b>Total Labor</b>			<b>488.75</b>
			<b>Total this Phase</b>	<b>\$488.75</b>
Phase	500	SWPPP		
<b>Fee</b>				
Number of internal units	1.00			
Fee Each	900.00			
Subtotal	900.00			
		<b>Subtotal</b>		<b>900.00</b>
			<b>Total this Phase</b>	<b>\$900.00</b>
Phase	510	Masonry		
<b>Labor</b>				
Technician		Hours	Rate	Amount
		17.75	60.00	1,065.00
Lab Tech Support		1.50		0.00
Totals		19.25		1,065.00
	<b>Total Labor</b>			<b>1,065.00</b>
<b>Unit Billing</b>				
Field Vehicle 1434		41.0 Miles @ 0.75		30.75
Field Vehicle 1434		15.0 Miles @ 0.75		11.25
	<b>Total Units</b>		<b>42.00</b>	<b>42.00</b>
			<b>Total this Phase</b>	<b>\$1,107.00</b>
Phase	520	Structural Steel		
<b>Labor</b>				
Lab Tech Support		Hours	Rate	Amount
		5.00		0.00
NDT Level II Technician		12.00	90.00	1,080.00
Project Manager		2.50	115.00	287.50
Totals		19.50		1,367.50
	<b>Total Labor</b>			<b>1,367.50</b>

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	022-03277	La Vista City Park Pavilion Testing	Invoice	443339
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**Unit Billing**

Field Vehicle 1333	7.0 Miles @ 0.75	5.25
<b>Total Units</b>		<b>5.25</b>
	<b>Total this Phase</b>	<b>\$1,372.75</b>
	<b>AMOUNT DUE THIS INVOICE</b>	<b>\$6,367.25</b>

Email invoices to: pdowse@cityoflavista.org.

Authorized By: Douglas Carey

OK TO PAY

PMO 12/29/22

16.710917.CCE-PAR(1822)

## APPLICATION AND CERTIFICATION FOR PAYMENT

## AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: City of LaVista  
8116 Park View Blvd.  
LaVista, NE 68128

FROM CONTRACTOR:  
Sampson Construction Co., Inc.  
5825 South 14th Street  
Lincoln, NE 68512

CONTRACT FOR: General

PROJECT: LaVista Parking Garage 2  
LaVista, Nebraska

VIA ARCHITECT: Matthew Gulsvig @ DLR Group  
[mgulsvig@dlrgroup.com](mailto:mgulsvig@dlrgroup.com)  
[jtegels@dlrgroup.com](mailto:jtegels@dlrgroup.com)  
[dpenka@dlrgroup.com](mailto:dpenka@dlrgroup.com)  
[pnattermann@dlrgroup.com](mailto:pnattermann@dlrgroup.com)

APPLICATION NO: 13

PERIOD TO: 12/31/2022

PROJECT NOS: 21108

CONTRACT DATE: September 22, 2021

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

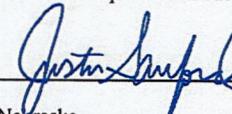
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 12,514,000.00
2. Net change by Change Orders	\$ (43,724.57)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 12,470,275.43
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 7,991,783.00
5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	799,178.00
b. % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 799,178.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 7,192,605.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 6,264,630.00
8. CURRENT PAYMENT DUE	\$ 927,975.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 5,277,670.43

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$43,724.57
Total approved this Month		
TOTALS	\$0.00	\$43,724.57
NET CHANGES by Change Order		(\$43,724.57)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Sampson Construction Co., Inc.

By: 

Date: 12/23/22

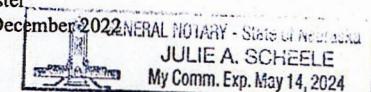
State of: Nebraska

County of: Lancaster

Subscribed and sworn to before me this 23rd day of December 2022

Notary Public:

My Commission expires: 5-14-2024

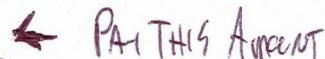


## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$

927,975.00



(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: DLR Group

By: Matthew Gulsvig, AIA

Digitally signed by Matthew Gulsvig, AIA  
DN: C=US, E=mgulsvig@dlrgroup.com, O=DLR Group,  
Date: 2022.12.29 07:54:40-06'00"

Date: 12/29/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OK TO PAI  
PM 12/29/22  
15.71.CA17.CC - CMOK/16002

# CONTINUATION SHEET

## AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 13

APPLICATION DATE: 12/23/2022

PERIOD TO: 12/31/2022

ARCHITECT'S PROJECT NO: 21108

### LAVISTA PARKING GARAGE 2

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	REINFORCING STEEL	701,000	607,350	56,055		663,405	95%	37,595	66,341
2	POST TENSION CABLE	197,000	197,000			197,000	100%		19,700
3	FOOTINGS & POURED WALLS	1,239,000	1,239,000			1,239,000	100%		123,900
4	CAST IN PLACE COLUMNS	233,000	169,530	36,000		205,530	88%	27,470	20,553
5	SLAB AND BEAM FORMWORK	1,426,000	1,050,376	375,624		1,426,000	100%		142,600
6	CONCRETE SLABS	1,761,000	1,270,461	66,359		1,336,820	76%	424,180	133,682
7	STRUCTURAL PRECAST	1,522,000	615,140	284,739		899,879	59%	622,121	89,988
8	MASONRY	39,000		21,500		21,500	55%	17,500	2,150
9	STEEL MATERIAL	349,000	269,190			269,190	77%	79,810	26,919
10	STEEL & PRECAST ERECTION	199,000						199,000	0
11	ROUGH CARPENTRY	6,000						6,000	0
12	SPRAY FOAM INSULATION	6,000						6,000	0
13	TRAFFIC COATING	8,000						8,000	0
14	WATERPROOFING	65,000						65,000	0
15	WATER REPELLANTS	16,000						16,000	0
16	ROOFING & FLASHING	62,000						62,000	0
17	METAL WALL PANELS	941,000	112,800		40,036	152,836	16%	788,164	15,284
18	JOINT SEALANTS	55,000						55,000	0
19	PREFORMED JOINT SEALS	23,000						23,000	0
20	FIRESTOPPING	6,000						6,000	0
21	HOLLOW METAL FRAMES/DOORS/HARDWARE	44,000	36,240			36,240	82%	7,760	3,624
22	ALUMINUM & GLAZING	305,000	60,838			60,838	20%	244,162	6,084
23	METAL STUDS & DRYWALL	108,000						108,000	0
24	TILE & RESILIENT FLOORING	4,000						4,000	0
25	PAINT	230,000	5,380			5,380	2%	224,620	538
26	SEALED CONCRETE	102,000						102,000	0
27	MISC. SPECIALTIES	5,000	4,561			4,561	91%	439	456
28	SIGNAGE	108,000						108,000	0
29	PARKING ACCESS/REVENUE CONTROL SYSTEM	102,000	5,000			5,000	5%	97,000	500
30	ELEVATOR	265,000	93,889			93,889	35%	171,111	9,389

# CONTINUATION SHEET

## AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing  
Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 13

APPLICATION DATE: 12/23/2022

PERIOD TO: 12/31/2022

ARCHITECT'S PROJECT NO: 21108

### LAVISTA PARKING GARAGE 2

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
31	FIRE SPRINKLER	47,000	16,300			16,300	35%	30,700	1,630
32	PLUMBING & HVAC	352,000	178,656	8,902		187,558	53%	164,442	18,756
33	ELECTRICAL	861,000	258,000	40,000		298,000	35%	563,000	29,800
34	EXCAVATION & SITE DEMO	276,000	252,780			252,780	92%	23,220	25,278
35	AUGER CAST PILING	323,000	323,000			323,000	100%		32,300
36	PAVING & SIDEWALKS	100,000						100,000	0
37	PAVEMENT MARKING	14,000						14,000	0
38	LANDSCAPING & IRRIGATION	19,000						19,000	0
39	SEGMENTAL RETAINING WALL	45,000						45,000	0
40	UTILITIES	280,000	140,172	101,868		242,040	86%	37,960	24,204
41	PERFORMANCE & PAYMENT BOND	63,000	48,037			48,037	76%	14,963	4,804
42	BUILDERS RISK INSURANCE	7,000	7,000			7,000	100%		700
43	OWNER CHANGE ORDER #2	(43,725)						(43,725)	0
GRAND TOTALS		12,470,275	6,960,700	991,047	40,036	7,991,783	64%	4,478,492	799,178

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
2303(E)	12/21/2022	CITY CENTRE MUSIC VENUE LLC	416,199.84	N
138573	12/21/2022	JE DUNN CONSTRUCTION COMPANY	1,451,737.00	N
138574	12/21/2022	MICHAEL D SCHAWANG	1,050.00	N
138575	12/21/2022	RDG PLANNING & DESIGN	16,634.52	N
2304(E)	12/28/2022	ACTIVE NETWORK LLC	67.26	N
2305(E)	12/28/2022	CENTURY LINK/LUMEN	867.70	N
2306(E)	12/28/2022	CENTURY LINK/LUMEN	79.54	N
2307(E)	12/28/2022	GREATAMERICA FINANCIAL SERVICES	1,703.48	N
2308(E)	12/28/2022	METROPOLITAN UTILITIES DISTRICT	3,113.02	N
2309(E)	12/28/2022	MID-AMERICAN BENEFITS INC	5,101.85	N
2310(E)	12/28/2022	OMAHA PUBLIC POWER DISTRICT	40,264.39	N
2311(E)	12/28/2022	PAYROLL MAXX	401,577.73	N
2312(E)	12/28/2022	PITNEY BOWES-EFT POSTAGE	1,334.00	N
2313(E)	12/28/2022	ROBERT HALF	2,635.81	N
2314(E)	12/28/2022	U.S. CELLULAR	1,871.90	N
2315(A)	01/03/2023	CITY OF OMAHA	269,573.38	N
138576	01/03/2023	1000 BULBS	81.81	N
138577	01/03/2023	ACTION BATTERIES UNLTD INC	333.40	N
138578	01/03/2023	ALICE KLEIN	11.55	N
138579	01/03/2023	ALLEN, JASON	164.00	N
138580	01/03/2023	ALLIANCE FOR INNOVATION	1,860.00	N
138581	01/03/2023	AMAZON CAPITAL SERVICES, INC.	414.90	N
138582	01/03/2023	AMERICA'S FENCE STORE INC	152.00	N
138583	01/03/2023	ARNOLD MOTOR SUPPLY	320.88	N
138584	01/03/2023	ASCAP	420.00	N
138585	01/03/2023	AT&T MOBILITY LLC	98.24	N
138586	01/03/2023	BERGANKDV LLC	19,000.00	N
138587	01/03/2023	BISHOP BUSINESS EQUIPMENT	1,436.93	N
138588	01/03/2023	CENTER POINT, INC.	477.00	N
138589	01/03/2023	CINTAS CORPORATION NO. 2	198.63	N
138590	01/03/2023	CITY OF PAPILLION	14,209.31	N
138591	01/03/2023	CONNER PSYCHOLOGICAL SERVICES, PC	1,155.00	N
138592	01/03/2023	COX COMMUNICATIONS, INC.	313.80	N
138593	01/03/2023	CUMMINS CENTRAL POWER LLC	70.89	N
138594	01/03/2023	DATASHIELD CORPORATION	40.00	N
138595	01/03/2023	DAVID D. AND LOUISE A. DORNBUSCH	100.00	N
138596	01/03/2023	DIAMOND VOGEL PAINTS	425.03	N
138597	01/03/2023	DONALD R. AND HEATHER J. GRAUNKE	100.00	N
138598	01/03/2023	DOUGLAS COUNTY SHERIFF'S OFC	225.00	N
138599	01/03/2023	EBIX, INC.	395.50	N
138600	01/03/2023	EBSCO INFORMATION SERVICES	1,774.00	N
138601	01/03/2023	FEDEX	27.07	N
138602	01/03/2023	FLEETPRIDE	52.98	N
138603	01/03/2023	FORVIS, LLP	7,268.63	N
138604	01/03/2023	FUN EXPRESS LLC	226.32	N
138605	01/03/2023	GALE	52.48	N
138606	01/03/2023	GALLS LLC	465.14	N

Check #	Check Date	Vendor Name	Amount	Voided
138607	01/03/2023	GENERAL FIRE & SAFETY EQUIP CO	175.00	N
138608	01/03/2023	GODFATHER'S PIZZA	108.14	N
138609	01/03/2023	GRAINGER	382.83	N
138610	01/03/2023	GRAYBAR ELECTRIC COMPANY INC	393.37	N
138611	01/03/2023	GREGG YOUNG CHEVROLET INC	1,299.55	N
138612	01/03/2023	HILTI, INC	713.75	N
138613	01/03/2023	HOBBY LOBBY STORES INC	106.67	N
138614	01/03/2023	HONEYMAN RENT-ALL #1	446.90	N
138615	01/03/2023	HY-VEE INC	55.00	N
138616	01/03/2023	INGRAM LIBRARY SERVICES	2,601.20	N
138617	01/03/2023	JO-ON-THE-GO	1,572.50	N
138618	01/03/2023	JOHANNSEN, AARON	164.00	N
138619	01/03/2023	JOHNSON, ALLEN L.	84.00	N
138620	01/03/2023	K & J ELITE SPORTS TURF INC	3,600.00	N
138621	01/03/2023	KANOPIY, INC.	125.00	N
138622	01/03/2023	KIMBALL MIDWEST	647.45	N
138623	01/03/2023	KRIHA FLUID POWER CO INC	297.50	N
138624	01/03/2023	LA VISTA COMMUNITY FOUNDATION	210.00	N
138625	01/03/2023	LEIGH C. JOCHIMSEN	100.00	N
138626	01/03/2023	LEXIS NEXIS MATTHEW BENDER	361.31	N
138627	01/03/2023	LIBRARY IDEAS LLC	1,095.36	N
138628	01/03/2023	LISA MARIE POULICEK	100.00	N
138629	01/03/2023	MARCO INCORPORATED	156.08	N
138630	01/03/2023	MARGARET T. ROBERTS	100.00	N
138631	01/03/2023	MATTHEW G. AND SARA BERTELSEN	100.00	N
138632	01/03/2023	MENARDS-RALSTON	887.74	N
138633	01/03/2023	METROPOLITAN COMMUNITY COLLEGE	13,820.84	N
138634	01/03/2023	MID-IOWA SOLID WASTE EQUIP CO	249,885.49	N
138635	01/03/2023	MIDWEST TAPE	347.56	N
138636	01/03/2023	MIDWEST TURF & IRRIGATION	22.06	N
138637	01/03/2023	MORIAH AND BRANDEN MAAS	100.00	N
138638	01/03/2023	NEBRASKALAND TIRE, INC.	436.80	N
138639	01/03/2023	OFFICE DEPOT INC	1,544.37	N
138640	01/03/2023	OMAHA PUBLIC POWER DISTRICT	3,014.23	N
138641	01/03/2023	OMAHA WINNELSON SUPPLY	40.80	N
138642	01/03/2023	PORT-A-JOHNS	150.00	N
138643	01/03/2023	PROGRESSIVE BUSINESS TECHNOLOGIES	215.95	N
138644	01/03/2023	QUALITY FENCE LLC	2,548.00	N
138645	01/03/2023	RED WING BUSINESS ADVANTAGE ACCT	150.00	N
138646	01/03/2023	RICHARD S. ADAM	100.00	N
138647	01/03/2023	ROLLIN GREEN GRADING & SOD LLC	1,800.00	N
138648	01/03/2023	SANDRA S. HAACKE	100.00	N
138649	01/03/2023	SARPY COUNTY COURTHOUSE	4,496.00	N
138650	01/03/2023	SEAN C. AND CARRIE L. STRANGLEN	100.00	N
138651	01/03/2023	SELENA BANDERAS	100.00	N
138652	01/03/2023	SIGN IT	45.00	N
138653	01/03/2023	SITE ONE LANDSCAPE SUPPLY LLC	2,444.57	N

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
138654	01/03/2023	SOUTHERN UNIFORM AND TACTICAL, INC.	1,208.43	N
138655	01/03/2023	TAYLOR R. BRADISH	100.00	N
138656	01/03/2023	THE COLONIAL PRESS, INC	130.47	N
138657	01/03/2023	TIMOTHY J. HYNES	100.00	N
138658	01/03/2023	TK ELEVATOR CORPORATION	1,293.48	N
138659	01/03/2023	TRACTOR SUPPLY CREDIT PLAN	87.00	N
138660	01/03/2023	TRUCK CENTER COMPANIES	1,109.19	N
138661	01/03/2023	TY'S OUTDOOR POWER & SERVICE	279.97	N
138662	01/03/2023	USI EDUCATION & GOVERNMENT SALES	84.66	N
138663	01/03/2023	VICKIE L. STRAYER	100.00	N
138664	01/03/2023	VIERREGGER ELECTRIC COMPANY	256.00	N
138665	01/03/2023	WOODHOUSE FORD-BLAIR	162.93	N
138666	01/03/2023	WYATT SIMON INVESTMENTS, LLC	100.00	N
138667	01/03/2023	ZIMCO SUPPLY COMPANY	477.75	N

108 CHECKS PRINTED

TOTAL CLAIM AMOUNT:

\$2,968,516.81

0

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 01/03/2023

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COUNCIL MEMBER

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 3, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMEND CITY PERSONNEL POLICY AND PROCEDURES MANUAL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	WENDY LOWERY HUMAN RESOURCES DIRECTOR

**SYNOPSIS**

A resolution has been prepared to amend Section 8 of the City Personnel Policy and Procedures Manual regarding increments of leave taken.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Currently, Section 8 of the City's Personnel Policy & Procedures Manual requires paid sick leave to be used in one hour increments. (This was because of the time required to manually calculate partial hours). Several years ago the City updated the timekeeping system which can easily accommodate smaller increments, but the policy was not updated.

The proposed amendment will allow employees to take leave in quarter (.25) hour increments which will enable staff to return to work once they are done with a requested leave (i.e. Dr. appt.) rather than waiting until they reach the full hour increment. This will increase efficiency and efficient work force and provide more flexibility when scheduling leave.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AMENDING SECTION 8 OF THE CITY PERSONNEL POLICY AND PROCEDURES MANUAL REGARDING INCREMENTS OF LEAVE TAKEN.

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska, has determined that a need exists to make changes to the existing La Vista City Personnel Policy and Procedures Manual as adopted on December 20, 2005; and

WHEREAS, it is being proposed that Subsection 8.1 in the manual regarding the request for leave be amended to allow for leave to be taken in quarter (.25) hour increments; and

WHEREAS, it is the desire of the City Council to amend Section 8 of the Personnel Policy and Procedures Manual to incorporate the change to the above listed subsection.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the existing La Vista City Personnel Policy and Procedures Manual adopted on December 20, 2005, is hereby amended to reflect the proposed change to Subsection 8.1 as submitted at the City Council meeting.

PASSED AND APPROVED THIS 3RD DAY OF JANUARY 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

**SECTION VIII: EMPLOYEE BENEFITS**

**ADOPTED:** **RESOLUTION NO. 96-012**  
**DATE:** **FEBRUARY 6, 1996**  
**AMENDED:** **RESOLUTION NO. 01-140**  
**DATE:** **OCTOBER 2, 2001**  
**AMENDED:** **RESOLUTION NO. 02-128**  
**DATE:** **DECEMBER 3, 2002**  
**AMENDED:** **RESOLUTION NO. 03-072**  
**DATE:** **AUGUST 19, 2003**  
**AMENDED:** **RESOLUTION NO. 04-126**  
**DATE:** **DECEMBER 21, 2004**

**READOPTED:** **RESOLUTION NO. 05-159**  
**DATE:** **DECEMBER 20, 2005**  
**AMENDED:** **RESOLUTION NO. 07-100**  
**DATE:** **SEPTEMBER 18, 2007**  
**AMENDED:** **RESOLUTION NO. 07-128**  
**DATE:** **DECEMBER 18, 2007**  
**AMENDED:** **RESOLUTION NO. 09-072**  
**DATE:** **AUGUST 4, 2009**  
**AMENDED:** **RESOLUTION NO. 14-017**  
**DATE:** **FEBRUARY 18, 2014**

8.1 **Request for Leave:** An employee wishing to take any type of leave shall first submit a Request for Time Off form to the department head and/or City Administrator for approval. This requirement applies to all types of leave.

(1) Sick Leave for Employees Hired Before January 1, 2005 Who Have Not Elected to Waive Their Eligibility for Emergency Sick Leave:

Full-time regular employees shall accrue entitlement to paid sick leave at the rate of ten (10) hours for each full calendar month of employment. Full-time regular employees shall be allowed to accrue unused sick leave from previous years to a maximum of 880 sick leave hours. An employee shall be credited with one (1) hour of annual vacation leave for each eight (8) hours of sick leave which would otherwise be earned but for the maximum allowable accumulation of sick leave, unless the employee elects to waive his/her eligibility for sick leave.

Earned sick leave may be used for absence necessitated by illness, injury or quarantine. Employees may use sick leave as accrued during the initial probationary period. Paid sick leave may also be used to keep medical or dental appointments. Paid sick leave may also be used for illness in the immediate family to a maximum of five (5) work days in each calendar year.

Paid sick leave shall be used by employees in—quarter hour increments (.25/hr) ~~one hour increments~~. No full-time non-exempt employee shall be allowed paid sick leave until the department head has approved the sick leave and certified the employee's request to the City Administrator for approval. No full-time exempt employee shall be allowed paid sick leave until the City Administrator has approved the sick leave request. Any full-time employee claiming paid sick leave may be required by the department head and/or the City Administrator to provide a certificate signed by a physician stating the nature and extent of illness.

Paid sick leave shall not be allowed in advance of accumulation. Abuse of paid sick leave may result in disciplinary action. All cases of possible sick leave abuse shall be investigated.

Emergency Sick Leave: All paid sick leave days which would otherwise be earned but for the 880 hours maximum allowable accumulation shall be credited to emergency sick leave accounts established for full-time exempt and full-time non-exempt employees, less any time of the

Full-time regular employees shall accrue entitlement to paid sick leave at the rate of ten (10) hours for each full calendar month of employment. Full-time regular employees shall be allowed to accrue unused sick leave from previous years to a maximum of 880 sick leave hours. Unless otherwise established by a collective bargaining agreement, no sick leave accrual or vacation credits are earned by any employee at the maximum of 880 accrued and unused sick leave hours.

Earned sick leave may be used for absence necessitated by illness, injury or quarantine. Employees may use sick leave as accrued during the initial probationary period. Paid sick leave may also be used to keep medical or dental appointments. Paid sick leave may also be used for illness in the immediate family to a maximum of five (5) work days in each calendar year.

Paid sick leave shall be used by employees in ~~one hour increments~~ quarter hour increments (.25/hr). No full-time non-exempt employee shall be allowed paid sick leave until the department head has approved the sick leave and certified the employee's request to the City Administrator for approval. No full-time exempt employee shall be allowed paid sick leave until the City Administrator and/or the department head has approved the sick leave request. Any full-time employee claiming paid sick leave may be required by the department head and/or the City Administrator to provide a certificate signed by a physician stating the nature and extent of illness.

Paid sick leave shall not be allowed in advance of accumulation. Abuse of paid sick leave may result in disciplinary action. All cases of possible sick leave abuse shall be investigated.

Emergency Sick Leave: In lieu of an emergency sick leave program, employees in this category are eligible for an alternate sick leave payout schedule as outlined in Section 7.21, Termination Pay.

Provisions of the Worker's Compensation law shall apply where illness or injury occurs on the job.

(3) Vacation Leave: All full-time employees and permanent part-time employees working a minimum of twenty (20) hours per week shall earn paid vacation time as provided herein with the exception of employees subject to the paid vacation leave provisions of the La Vista FOP contract or the Public Works employees' contract.

Exempt Employees: During the first year of employment, all full-time exempt employees shall earn eighty (80) hours of paid vacation time per year. No vacation may be taken until the employee has successfully completed six months of continuous employment with the City. For continuous employment with the City thereafter, an additional eight (8) hours of paid vacation time is earned at the beginning of each calendar year for each additional year of service. All paid vacation time is accrued on a bi-weekly basis. The total paid vacation time earned per year shall not exceed 26 days (208 hours).

Non-exempt Employees: During the first year of employment all full-time non-exempt employees shall earn forty-eight (48) hours of paid vacation time. No vacation may be taken until the employee has successfully completed six months of continuous employment with the City. Starting the second year of continuous employment, paid vacation time will be earned at a rate of 88 hours per year. For continuous employment with the City thereafter, an additional eight (8)

hours of paid vacation time is earned at the beginning of each calendar year for each additional year of service. All paid vacation time is accrued on a bi-weekly basis. The total paid vacation leave earned per year shall not exceed 23 days (184 hours).

Permanent Part-Time Employees: After successful completion of six (6) months of continuous employment, permanent part-time employees who work a minimum of twenty (20) hours per week shall earn forty (40) hours of paid vacation time per year. All paid vacation time is accrued on a bi-weekly basis. The total paid vacation time earned per year shall not exceed 5 days (40 hours).

Exempt, Non-exempt, and Permanent Part-Time Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 220 hours.

Use of Vacation Leave:

- (a) Vacation leave may be scheduled or taken only with the approval of the employee's department head and/or the City Administrator.
- (b) Vacation leave will only be approved if it will not be disruptive to the work schedule of the departments concerned and/or the operations of the City.
- (c) Upon satisfactory completion of six months of continuous employment, regular full-time employees and permanent part-time employees shall be entitled to begin using earned vacation leave. Vacation ~~shall not be used in increments of less than one hour~~ shall be used in quarter hour increments (.25/hr). Use of vacation leave in increments of less than four hours must be approved at least forty-eight (48) hours in advance and may be taken only at the beginning or at the end of the employee's work day.
- (d) If a day designated as a paid holiday for the employee falls during an employee's vacation, the day shall not be charged as vacation time. An employee who leaves the employment of the City shall be compensated for vacation leave earned and accrued as provided herein.

(4) Personal Leave and Funeral Leave:

- (a) Personal Leave: A permanent regular full-time employee shall be eligible for two (2) days of paid personal leave per City fiscal year, beginning after the successful completion of six months of continuous service with the City. Personal leave shall not be accrued, and personal leave not used by the end of the final full pay period in the fiscal year (September) for which it is allowed shall be forfeited; provided, however, that the City Administrator may allow a new employee an extension of time within which to use personal leave time, not to exceed six (6) months after the eligibility date.
- (b) Family Funeral Leave: A permanent regular full-time employee shall be eligible for paid leave to attend the funeral of a member of the immediate family of the employee, up to but not exceeding five (5) days. An employee may request family funeral leave for a relative not included in the definition of "immediate family". These requests will be considered by

Department Heads who shall have the authority to grant or deny said leave. Funeral leave shall not be granted for any other purpose and shall not be accrued. Eligibility begins after the successful completion of six months of continuous service with the City.

- (c) Non-Family Funeral Leave: A permanent regular full-time employee may be allowed paid leave to attend the funeral of an acquaintance/friend. Such leave shall not exceed four (4) hours per funeral, or twelve (12) hours per calendar year. In all cases, the employee must describe his/her relationship with the deceased. Department head and/or City Administrator approval is required for non-family funeral leave. Eligibility begins after the successful completion of six months of continuous service with the City.
- (d) Personal Leave and Funeral Leave shall be used in ~~one hour increments~~ quarter hour increments (.25/hr).

(5) Military Leave of Absence:

- (a) Military Leave Pay
  - (1) State of Nebraska Non-Emergency Active Service: See Subsection 7.23(1) of this Manual.
  - (2) State of Nebraska Emergency Active Service: See Subsection 7.23(2) of this Manual.
  - (3) In any case in which this Personnel Manual or Nebraska law require the City to pay an employee respecting an absence due to military service, the calculation will be made based upon the actual number of hours of City work and City pay actually missed by the employee on the actual day(s) the employee was absent due to such military service. The foregoing shall apply whether the employee's absence is for nonemergency military service requiring the City to pay the employee full City pay for up to a certain number of hours in any one calendar year or whether the employee's absence is for a state of emergency leave of absence requiring the City to pay only the difference between the state active service base pay actually earned and the City pay the employee would have earned had the employee not been absent. See Section 7.23 of this Manual.
- (4) Federal Service.
  - (A) Employees who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard Reserve may take Military Leave when ordered into or employed in the military service of the United States (i.e., the federal government). See Section 7.23 of this Manual.
- (5) Continuation of an employee's pay by the City during periods of Military Leave is governed by Section 7.23 of this Manual.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JANUARY 3, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – 84 <sup>TH</sup> STREET TRAIL – GILES TO HARRISON	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve an Environmental Services Task Order agreement between Alfred Benesch and Company to provide professional consulting services related to the 84<sup>th</sup> Street Trail, Giles to Harrison in an amount not to exceed \$10,095.12.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget includes funding for this project.

**RECOMMENDATION**

Approval

**BACKGROUND**

As part of the Congressional Earmark for the 84<sup>th</sup> Street Trail, Giles to Harrison, Benesch will be providing NEPA (National Environmental Policy Act) Scoping Services to align the projects preliminary design with the NEPA process required for use of Federal funding. The scope is inclusive of a site visit, preparation of a project description, purpose and need, a project schedule and a project coordination meeting with the Nebraska Department of Transportation (NDOT) to align the project with the NEPA process.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ALFRED BENESCH AND COMPANY TO PROVIDE PROFESSIONAL CONSULTING SERVICES RELATED TO THE 84<sup>TH</sup> STREET TRAIL, GILES TO HARRISON IN AN AMOUNT NOT TO EXCEED \$10,095.12.

WHEREAS, the City Council of the City of La Vista has determined that said services are necessary; and

WHEREAS, the FY23/FY24 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 authorize a professional services agreement with Alfred Benesch and Company to provide professional consulting services related to the 84<sup>th</sup> Street Trail, Giles to Harrison in an amount not to exceed \$10,095.12.

PASSED AND APPROVED THIS 3RD DAY OF JANUARY 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

Task Order Agreement No.	BK2260
Master Agreement No.	VK2211
Effective (NTP) Date	12/12/2002
Task Order Amount	CPFF \$10,095.12

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## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF LA VISTA, NEBRASKA  
 ALFRED BENESCH & COMPANY, INC.  
 PROJECT NO. DPS-77(67)  
 CONTROL NO. 22885  
 84<sup>TH</sup> ST TRAIL, GILES TO HARRISON, LA VISTA  
 ENVIRONMENTAL SERVICES

**THIS AGREEMENT** is between the City of La Vista, Nebraska ("LPA") and Alfred Benesch & Company, Inc. ("Consultant"), and collectively referred to as the "Parties".

**WHEREAS**, Consultant entered into an On-Call Professional Services Master Agreement, No. VK2211 ("Master Agreement"), with the Nebraska Department of Transportation ("State"), wherein Consultant agreed to provide Environmental Services for future Federal-aid transportation projects when selected by LPA or State, and

**WHEREAS**, LPA desires that this project be developed and constructed under the designation of Project No. DPS-77(67) and formally authorizes the signing of this Agreement by the Mayor, as evidenced by the Resolution of LPA dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as Exhibit "D" and incorporated herein by this reference, and

**WHEREAS**, LPA, or State on LPA's behalf, selected Consultant to provide Environmental Services ("Services") for the project Consultant has been selected, and

**WHEREAS**, the Parties wish to enter into a task order agreement ("Task Order"), to provide for the completion of the Services for the project for which Consultant has been selected, and to specify the duties and obligations for the Parties for the Services described herein, and

**WHEREAS**, solely for convenience, consistency, and in an attempt to obtain federal funding for Consultant services, the Parties intend that this task order agreement ("Task Order") include some of the provisions of the Master Agreement between Consultant and State, and

**WHEREAS**, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

**WHEREAS**, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>, and

**WHEREAS**, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

**WHEREAS**, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

**WHEREAS**, Consultant's primary contact for State's project is State's Project Coordinator.

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

**WHEREAS**, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

**NOW THEREFORE**, in consideration of these facts, Consultant and LPA agree as follows:

### **SECTION 1. CONTACT INFORMATION**

Contact information, for the convenience of the Parties, is as follows:

#### 1.1 Consultant Project Manager

Firm Name	Alfred Benesch & Company, Inc.
Consultant/Vendor Number	6305
Address	825 M Street, Suite 100, Lincoln NE 68508
Project Manager's Name	Craig Mielke
Project Manager's Phone	402-590-8209

#### 1.2 State Project Coordinator

Name	Jenna Habegger
Phone Number	402-479-3607

#### 1.3 LPA RC

Name	Pat Dowse
Phone Number	402-331-8927

#### 1.4 State Agreements Specialist

Name	Nicole Taylor
Phone Number	402-479-3859

### **SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES**

- 2.1 State issued Consultant a written Notice to Proceed on December 12, 2022. Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid by State on LPA's behalf.
- 2.2 In the event that prior to the Effective Date of this Task Order, LPA, State on LPA's behalf, issue Consultant a Notice to Proceed and Consultant began work, State, on LPA's behalf, will pay for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of this Task Order.
- 2.3 Consultant shall complete all the Services required under this Task Order in a satisfactory manner by November 30, 2023. Costs incurred by Consultant after the completion date will not be eligible for reimbursement unless LPA, or State on LPA's behalf, has provided a written extension of time. Extensions of the time to complete the services must not be construed as an extension to the duration of this Task Order.
- 2.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributed to LPA or State, may, upon request, constitute a basis for an extension of time.

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

### **SECTION 3. DURATION OF THIS TASK ORDER (Matches Project Lifespan)**

- 3.1 *Effective Date* -- This Task Order is effective when executed by the Parties.
- 3.2 *Expiration Date* -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 3.3 *Duration of this Task Order* – This Task Order duration is from the Effective Date to the Expiration Date. This Task Order duration is “specified” under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 3.4 *Identifying Date* – This Task Order may be identified by the date LPA signed this Task Order.
- 3.5 *Termination or Suspension* – LPA, or State on LPA’s behalf, reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

### **SECTION 4. TASK ORDER SCOPE OF SERVICES**

- 4.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Environmental Services for Project DPS-77(67), 84<sup>th</sup> St Trail, Giles to Harrison, La Vista, in Sarpy County, Nebraska. The Scope of Services (“Services”) is outlined in Exhibit “A”, attached and incorporated herein by this reference.
- 4.2 Exhibits “A” and “B” are the result of the following process:
  - 4.2.1 Consultant was provided with a document describing the detailed proposed Scope of Services for this project.
  - 4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document.
  - 4.2.3 Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, as shown in Exhibit “A” and Exhibit “B”, attached and incorporated herein by this reference.
- 4.3 LPA, or State on LPA’s behalf, reserves the unconditional right to add to, subtract from, or alter the Scope of Services at any time and such action on its part will in no event be deemed a breach of this Agreement. The addition, subtraction, or alteration will become effective seven (7) days after mailing written notice of such addition, subtraction, or alteration.
- 4.4 Any change in the Services will follow the process specified in the *Out-of-Scope Services* section in Exhibit “C”, attached and incorporated herein by this reference.
- 4.5 Upon receiving a written notice to proceed from LPA, or State on LPA’s behalf, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.

### **SECTION 5. STAFFING PLAN (For PE Services, TO)**

- 5.1 Consultant has provided LPA and State with a Staffing Plan or Staffing Plans, described in Exhibit “B”, attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant and, when applicable, subconsultants who are anticipated to provide services under this Task Order. Consultant understands that LPA

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

and State are relying on key personnel from the Staffing Plan to be primarily responsible for completing the Services under this Task Order. LPA and State consider the principals, senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. Consultant and, when applicable subconsultants, may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.

- 5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant or subconsultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as set out on Exhibit "C" attached and incorporated herein by this reference.

### **SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS (Task Order)**

- 6.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 6.2 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby attests to the truth of the following certifications, and agrees as follows:

Neb. Rev. Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.
- 6.3 If Consultant is an individual or sole proprietorship, the following applies:
  - a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Nebraska Department of Transportation's website at <http://dot.nebraska.gov/media/2802/dr289.pdf>.
  - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  - c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**SECTION 7. FEES AND PAYMENTS**

- 7.1 Consultant's fee proposal is attached as Exhibit "B" and incorporated herein by this reference.
- 7.2 The maximum payment amounts and general provisions concerning payment under this Task Order are set out on Exhibit "C".

**SECTION 8. SUSPENSION OR TERMINATION (Unique)**

8.1 Suspension or Termination

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

- a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely, or impossible to have sufficient funding for the Services or the project
- b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason
- c. Funding priorities of LPA, or State on LPA's behalf, have changed
- d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf
- g. Consultant has not made sufficient progress to assure that the Services are completed in accordance with the schedule in attached Exhibit "A" or in a timely manner
- h. Consultant fails to meet the standard of care applicable to the Services
- i. Consultant fails to meet the performance requirements of this Task Order
- j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications.

8.2 Suspension

- a. Suspension for Convenience. LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

b. Suspension for Cause. If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

8.3 Termination  
If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

8.4 Compensation upon suspension or termination  
If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

### **SECTION 9. SECTIONS INCORPORATED BY REFERENCE**

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of Master Agreement (VK2211) between State and Consultant, dated March 30, 2022, for Environmental Services for LPA projects, with one recurring change:

The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the State is not a party to this Task Order and shall have no obligations or duties under this Task Order.

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

### **SECTION 10. CONSULTANT CERTIFICATIONS**

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:  
"LPA, or State on LPA's behalf" should be substituted in for any reference in that section of the Master Agreement to "State" unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional services agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

### **SECTION 11. LPA CERTIFICATION**

11.1 By signing this Task Order, 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 Task Order 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.

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

### **SECTION 12. ENTIRE AGREEMENT**

The Master Agreement, all supplements thereto, and this Task Order constitute the entire agreement ("The Task Order ") between the Parties. The Task Order supersedes previous communications, representations, or other understandings, either oral or written; and all terms and conditions of the Master Agreement and supplements thereto remain in full force and effect and are incorporated herein.

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

**IN WITNESS WHEREOF**, the Parties hereby execute this Task Order pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Task Order, attest and affirm the truth of each and every certification and representation set out herein.

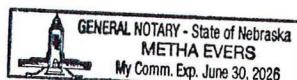
EXECUTED by Consultant this 21<sup>st</sup> day of December, 2022

ALFRED BENESCH & COMPANY  
Jeffery A. Sockel, P.E.

  
Jeff A. Salz  
Senior Vice President

STATE OF NEBRASKA) )ss.  
DOUGLAS COUNTY )

SUBSCRIBED AND SWORN to before me this 21<sup>st</sup> day of December, 2022.



Melissa E.  
Notary Public

**EXECUTED** by City of La Vista, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF LA VISTA, NEBRASKA  
Douglas Kindig

Mavor

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Clerk

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

Date \_\_\_\_\_

## Consultant Work Order (Local Projects)

Project No.: <b>DPS-77(07)</b>		Control No.: <b>22885</b>																																				
Consultant: (Name and Representative) <b>Benesch (Craig Mielke)</b>	Agreement No.:	Work Order No.: <b>1</b>																																				
LPA: (Name and Representative) <b>La Vista (Pat Dowse)</b>		Constr. Change Order No.: (if applicable)																																				
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p> <p>Justification to modify agreement (Include scope of services, deliverables, and schedule) Scoping Services for NEPA for trail project. Conduct red flag meeting, develop P&amp;N, prepare NDOT 530, NDOT 53, and SOS for NEPA services. Also prepare schedule and determine deliverables for NEPA document. Also includes project management for this phase of work.</p>																																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Work Title</th> <th colspan="2">Summary of Fee</th> </tr> </thead> <tbody> <tr> <td rowspan="4">Scoping Services for NEPA - 84<sup>th</sup> Street Trail, Giles to Harrison, La Vista, NE</td> <td>A. Total Direct Labor Cost</td> <td>= <b>3,352.00</b></td> </tr> <tr> <td>B. Overhead (Factor * x A)</td> <td>= <b>5,688.68</b></td> </tr> <tr> <td>C. A + B</td> <td>= <b>9,040.68</b></td> </tr> <tr> <td>D. Profit/Fee (Factor ** x C)</td> <td>= <b>1,030.64</b></td> </tr> <tr> <td>*Overhead Factor:</td> <td><b>169.71%</b></td> </tr> <tr> <td>**Profit/Fee Factor:</td> <td><b>11.40%</b></td> </tr> <tr> <td>***Facility Capital Cost of Money (FCCM):</td> <td><b>0.26%</b></td> </tr> <tr> <td colspan="2">E. FCCM (Factor*** x A)</td> <td>= <b>1.84</b></td> </tr> <tr> <td colspan="2">F. Direct Non-Labor Cost</td> <td>= <b>15.08</b></td> </tr> <tr> <td colspan="2">G. Subconsultant Services</td> <td>= <b>0.00</b></td> </tr> <tr> <td colspan="2">TOTAL FEE: C + D + E + F + G</td> <td>= <b>\$10,095.12</b></td> </tr> <tr> <td colspan="2"><input checked="" type="checkbox"/> ESTIMATED TOTAL FEE:</td> <td><b>\$10,095.12</b></td> </tr> <tr> <td colspan="2"><input type="checkbox"/> FINAL TOTAL FEE:</td> <td></td> </tr> </tbody> </table>		Work Title	Summary of Fee		Scoping Services for NEPA - 84 <sup>th</sup> Street Trail, Giles to Harrison, La Vista, NE	A. Total Direct Labor Cost	= <b>3,352.00</b>	B. Overhead (Factor * x A)	= <b>5,688.68</b>	C. A + B	= <b>9,040.68</b>	D. Profit/Fee (Factor ** x C)	= <b>1,030.64</b>	*Overhead Factor:	<b>169.71%</b>	**Profit/Fee Factor:	<b>11.40%</b>	***Facility Capital Cost of Money (FCCM):	<b>0.26%</b>	E. FCCM (Factor*** x A)		= <b>1.84</b>	F. Direct Non-Labor Cost		= <b>15.08</b>	G. Subconsultant Services		= <b>0.00</b>	TOTAL FEE: C + D + E + F + G		= <b>\$10,095.12</b>	<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE:		<b>\$10,095.12</b>	<input type="checkbox"/> FINAL TOTAL FEE:			
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Total Fee Notes:																																						

### Work Order Authorization – May be granted by email and attached to this document.

#### Consultant:

Jeff Sockel, PE - Benesch Jeffrey A. Sockel 12/6/2022  
Name Signature Date

Notice to Proceed  
will be granted by  
email by:  
LPS PC for  
Preliminary  
Engineering &  
CD PC for  
Construction  
Engineering.

Pat Dowse - La Vista Pat Dowse 12/9/22  
Name Signature Date

#### LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

Name Signature Date

#### LPS Unit Head Review (for PE Phase):

Nicole Taylor Nicole Taylor 12/12/22  
Name Signature Date

FMIS Approval Date:  
**11/2/22**

#### LPS Manager or Construction Engineer (Construction Phase):

Name Signature Date

#### FHWA: (FHWA Approval on Full Oversight Projects Only):

Name Signature Date

Notice to Proceed Date:  
**12/12/22**

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOT Agreements Engineer, Highway Funds Manager, CD PC

NDOT Form 250, November 18

**EXHIBIT "A"**  
**Scope of Services**  
**For**  
**Scoping NEPA Services**  
**Project Name: 84<sup>th</sup> Street Trail, Giles to Harrison, La Vista, NE**  
**Project No. DPS-77(67)**  
**CN: 22885**

**Description of Services**

This scope of services (SOS) is for-developing a scope of services for reviewing the impact the construction project will have on the environment.

**NDOT to provide:**

The LPA and the Nebraska Department of Transportation (NDOT) will provide all available documentation or information needed to develop the SOS as requested by the Consultant.

- Instructions and guidance on the level of detail expected in preparing the "Local Public Agency (LPA) Project Programming Request, NDOT Form 530".
- A *"Local Public Agency (LPA) Project Programming Request, NDOT Form 530"*.
- The approved Probable Class of NEPA Action, NDOT Form 53.
- A draft copy of the Scope of Services for NEPA (Word doc).
- A draft copy of the Scope of Services, Workbook for NEPA (Excel file).
- A copy of the PCM 0 document

The NEPA Consultant will work with the Preliminary Engineering (PE) Consultant to develop the "Purpose and Need", "Project Description", and "Project Details" for the Local Public Agency (LPA) project using the following guidance material.

- LPA Purposed and Need Statement Template
- LPA Project Details Template
- LPA Project Description Template
- LPA Project Details Definitions

The Purpose and Need for the project developed by the NEPA Consultant will be used to complete the Local Public Agency (LPA) Project Programming Request, NDOT Form 530. The NEPA Consultant will work with the PE Consultant in completing the NDOT Form 530.

Using the current version of the Scope of Services and Workbook for National Environmental Policy Act (NEPA) services the NEPA Consultant will develop a site-specific scope of services (SOS). The SOS will address the study and documentation needs detailed in the approved Probable Class of NEPA Action NDOT Form 53. The goal of developing a project specific SOS is to address the items identified in the Probable Class of NEPA Action document is to ensure compliance with the National Environmental Policy Act.

Development of the SOS for NEPA services is a phased process starting with the site visit. After the site visit the NEPA Consultant will work with the PE Consultant in preparing the PCM 0 form as well as the NDOT Form 530 for review and approval by NDOT. After approval of the NDOT Form 530, NDOT Staff will prepare the Probable Class of NEPA Action NDOT Form 53. The NEPA Consultant will develop the SOS and fee proposal based on the Probable Class of NEPA Action, NDOT Form 53 prepared and approved by NDOT.

**Schedule:**

Notice to Proceed (NTP) with developing scope of NEPA services.

Attend Site Visit.

Submit LPA, Project Programming Request Form 530 to NDOT for approval.

NDOT Approves Project Programming Request Form 530

PE Consultant prepares SOS and Workbook upon receipt of approved NDOT Form 530.

NTP with PE services

NDOT Approves Probable Class of NEPA Action NDOT Form 53

NEPA Consultant prepares SOS and Workbook upon receipt of approved NDOT Form 53.

NTP with NEPA services

The NDOT Project Coordinator (PC)/Responsible Charge (RC) will schedule a site visit with the Design and National Environmental Policy Act (NEPA) Consultant along with a representative from each of the following sections to identify site conditions which may need to be addressed during the design and the NEPA phase of the project:

NDOT, LPA, Unit Head.

NDOT, LPA, PC/RC.

NDOT, LPA, Right of Way Coordinator.

NDOT, Bridge Division Representative.

NDOT, Environmental Coordinator

NDOT, Section 106 Cultural Resource Coordinator

NDOT District, Environmental Superteam Member

NDOT District, Design Superteam Member

LPA, Project Liaison (PL)

PE, Consultant

NEPA, Consultant

Representatives from known utilities, Public and Private.

**Task:**

**Development of Scope of Services for NEPA**

- Project Management
- Develop the Scope of services and corresponding workbook for NEPA
- Work with the PE Consultant in developing a schedule of professional services from Notice to Proceed to PS&E turn in of the project

**Site Visit**

- Attend a site visit
- Travel

## SOS for NEPA Scoping Phase

## Consultant Estimate of Hours

Project Name: 84th Street Trail, Giles to Harrison  
 Project Number: DPS-77(67)  
 Control Number: 22885  
 Location (City, County): La Vista, NE  
 Firm Name: Alfred Benesch & Company  
 Consultant Project Manager: Craig Mieke  
 Phone/Email: 402-590-8209 / cmieke@benesch.com  
 County Project Liaison: Pat Dowse  
 Phone/Email: 402.331.8927 / pdowse@cityoflavista.org  
 NDOR RC: Jenna Habbeger  
 Phone/Email: 402-479-3607 / jenna.habbeger@nebraska.gov  
 Date: October 10, 2022

TASKS	PERSONNEL CLASSIFICATIONS**										Total
	PR	RLS	ENV	PM	SENG	ENG	SDES	ADM	SPC	SUR	
<b>Development of Scope of Services for NEPA</b>										<b>44</b>	<b>44</b>
1 Project Management				4							4
2 Prepare Project Description				8							
3 Prepare Project Details				4							
4 Prepare Purpose & Need				4							
5 Scope of services and corresponding workbook for NEPA				18							
6 Develop a schedule				4							
7 PCM 0				2							
<b>Site Visit</b>										<b>9</b>	<b>18</b>
1 Site visit				8	8						16
2 Travel				1	1						2
<b>Total Hours</b>				8	52						60
<b>Total Days (8 hrs)</b>				1.0	6.5						7.5

## CLASSIFICATIONS\*:

PR = Principal  
 RLS = Registered Land Surveyor  
 ENV = Environmental Scientist  
 ADM = Administrative

PM = Project Manager  
 ENG = Engineer  
 SDES = Senior Designer/Technician  
 SENG = Senior Engineer

SPC = Survey Party Chief  
 SUR = Surveyor I  
 STRE = Structural Engineer

\*For Project Manager, use one of the technical classifications

\*\* 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

## Travel Calculations & Notes

Project Name: \_\_\_\_\_  
Project Number: \_\_\_\_\_  
Control Number: \_\_\_\_\_  
Date: \_\_\_\_\_

<b>Starting Location:</b>	Omaha	Bellevue		
<b>Ending Location:</b>	La Vista	LaVista		
<b>Roundtrip distance to/from (miles):</b>	20	6		
<b>Roundtrip travel time (minutes):</b>	60.00	30.00		
				<b>Travel Summary</b>
			<b>Miles</b>	<b>Hours</b>
<b># of Roundtrips/Staff --&gt;</b>	PR		0	0.0
→ RLS			0	0.0
→ ENV	1		20	1.0
→ PM		1	6	0.5
→ SENG			0	0.0
→ ENG			0	0.0
→ SDES			0	0.0
→ ADM			0	0.0
→ SPC			0	0.0
→ SUR			0	0.0
→ STRE			0	0.0
			<b>Total:</b>	<b>26</b>
				<b>1.5</b>

# SOS for PE NEPA for BRO Labor Rates

Project Name: 84th Street Trail, Giles to Harrison  
 Project Number: DPS-77(67)  
 Control Number: 22885  
 Location (City, County): La Vista, NE  
 Firm Name: Alfred Benesch & Company  
 Consultant Project Manager: Craig Mielke  
 Phone/Email: 402-590-8209 / cmielke@benesch.com  
 County Project Liaison: Pat Dowse  
 Phone/Email: 402.331.8927 / pdowse@cityoflavista.org  
 NDOR RC: Jenna Habbeger  
 Phone/Email: 402-479-3607 / jenna.habegger@nebraska.gov  
 Date: 10/10/2022

Labor Costs:		Hours	Blended Rate	Amount
Code	Classification Title			
PR	Principal			
RLS	Registered Land Surveyor			
ENV	Environmental Scientist	8	\$29.00	\$232.00
PM	Project Manager	52	\$60.00	\$3,120.00
SENG	Senior Engineer			
ENG	Engineer			
SDES	Senior Designer/Technician			
ADM	Administrative			
SPC	Survey Party Chief			
SUR	Surveyor I			
STRE	Structural Engineer			
<b>TOTALS</b>		60		<b>\$3,352.00</b>

Overhead Rate: 169.71%  
 FCCM (if applicable) 0.26%

Fixed Fee: 11.40%

CLASSIFICATIONS:

PR = Principal	PM = Project Manager	SPC = Survey Party Chief
RLS = Registered Land Surveyor	ENG = Engineer	SUR = Surveyor I
ENV = Environmental Scientist	SDES = Senior Designer/Technician	STRE = Structural Engineer
ADM = Administrative	DES = Designer/Technician	

## Blended Rates Worksheet

STAFFING PLAN			
EMPLOYEE NAME	CLASSIFICATION <sup>1</sup>	SALARY RATE	% ASSIGNED <sup>2</sup>
Principal			
Registered Land Surveyor			Blended Rate:
Environmental Scientist	Zach Timperley	\$29.00	100.00%
Project Manager	Craig Mielke	\$60.00	100.00%
Senior Engineer			Blended Rate:
Engineer			100.00%
Senior Designer/Technician			Blended Rate:
Administrative			Blended Rate:
Survey Party Chief			Blended Rate:
Surveyor I			Blended Rate:
Structural Engineer			100.00%

<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".

# SOS for PE NEPA for BRO

## Direct Expenses

Project Name: 84th Street Trail, Giles to Harrison  
 Project Number: DPS-77(67)  
 Control Number: 22885  
 Location (City, County): La Vista, NE  
 Firm Name: Alfred Benesch & Company  
 Consultant Project Manager: Craig Mielke  
 Phone/Email: 402-590-8209 / cmielke@benesch.com  
 County Project Liaison: Pat Dowse  
 Phone/Email: 402.331.8927 / pdowse@cityoflavista.org  
 NDOR RC: Jenna Habegger  
 Phone/Email: 402-479-3607 / jenna.habegger@nebraska.gov  
 Date: 10/10/2022

Subconsultants:	Quantity	Unit Cost	Amount
<b>Subtotal</b>			

Printing and Reproduction:	Quantity	Unit Cost	Amount
		\$0.50	
<b>Subtotal</b>			

Mileage/Travel:	Quantity	Unit Cost	Amount
From Travel Calcs. Tab	26	\$0.580	\$15.08
<b>Subtotal</b>			\$15.08

Lodging/Meals:	Quantity	Unit Cost	Amount
<b>Subtotal</b>			

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Misc. Survey costs			
<b>Subtotal</b>			
<b>TOTAL DIRECT EXPENSES</b>			<b>\$15.08</b>

Per Diem Rates:

<http://www.gsa.gov/portal/category/104711>

Mileage Rates:

<http://www.gsa.gov/portal/category/104715>

2011 Standard Rates*		
Type	Rate	
Black and White Copies	Actual reasonable cost	
Color Copies	Actual reasonable cost	
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost	
Equipment	Actual reasonable cost	
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above	
Automobile Rental	Actual reasonable cost	
Air fare	Actual reasonable cost, giving the State all discounts	
Statewide      Omaha/Douglas County		
Breakfast		
Lunch		
Dinner		
Incidentals		
Totals		

\* A full list of rates can be found at the following website: [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem)

# SOS for PE NEPA for BRO

## Project Cost

Project Name: 84th Street Trail, Giles to Harrison  
 Project Number: DPS-77(67)  
 Control Number: 22885  
 Location (City, County): La Vista, NE  
 Firm Name: Alfred Benesch & Company  
 Consultant Project Manager: Craig Mielke  
 Phone/Email: 402-590-8209 / cmielke@benesch.com  
 LPA Responsible Charge: Pat Dowse  
 Phone/Email: 402.331.8927 / pdowse@cityoflavista.org  
 NDOR Project Coordinator: Jenna Habegger  
 Phone/Email: 402-479-3607 / jenna.habegger@nebraska.gov  
 Date: October 10, 2022

Direct Labor Costs:	Hours	Rate	Amount
Personnel Classification			
Principal			
Registered Land Surveyor			
Environmental Scientist	8	\$29.00	\$232.00
Project Manager	52	\$60.00	\$3,120.00
Senior Engineer			
Engineer			
Senior Designer/Technician			
Administrative			
Survey Party Chief			
Surveyor I			
Structural Engineer			
<b>TOTALS</b>	60		<b>\$3,352.00</b>

Direct Expenses:	Amount
Subconsultants	
Printing and Reproduction Costs	
Mileage/Travel	\$15.08
Lodging/ Meals	
Other Miscellaneous Costs	
<b>TOTALS</b>	<b>\$15.08</b>

Total Project Costs:	Amount
Direct Labor Costs	\$3,352.00
Overhead @ 169.71%	\$5,688.68
Total Labor Costs	\$9,040.68
Fixed Fee @ 11.40%	\$1,030.64
Facility Capital Cost of Money (FCCM) @ 0.26% (direct labor cost x FCCM%)	\$8.72
Direct Expenses	\$15.08
<b>PROJECT COST</b>	<b>\$10,095.12</b>

## SOS for PE NEPA for BRO Assumptions - Notes

Project Name:	84th Street Trail, Giles to Harrison
Project Number:	DPS-77(67)
Control Number:	22885
Location (City, County):	La Vista, NE
Firm Name:	Alfred Benesch & Company
Consultant Project Manager:	Craig Mielke
Phone/Email:	402-590-8209 / cmielke@benesch.com
County Project Liaison:	Pat Dowse
Phone/Email:	402.331.8927 / pdowse@cityoflavista.org
NDOR RC:	Jenna Habegger
Phone/Email:	402-479-3607 / jenna.habegger@nebraska.gov
Date:	October 10, 2022

## Assumptions and Notes

**1. PAYMENT METHOD**

Payments under this Agreement will be made based on a Cost-Plus-Fixed-Fee for Profit (CPFF) payment method. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS, plus a fixed fee for profit in accordance with Section 6. FIXED FEE FOR PROFIT.

**2. MAXIMUM AGREEMENT AMOUNTS**

The following are the maximum payment amounts established under this Agreement for each category of cost. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf. The "indirect costs and direct expenses" category may be adjusted to exceed the amount listed below; however, any adjustment will not increase the total agreement amount.

AMOUNT	CATEGORY
\$ 3,352.00	for actual direct labor costs
\$ 5,712.48	for indirect costs and direct expenses
<u>\$ 1,030.64</u>	for a fixed fee for profit
\$ 10,095.12	total agreement amount

**3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS**

Over-run: Consultant shall require all subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run and obtain LPA, or State on LPA's behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA's behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant, and additional fee is necessary to complete the work under this Agreement.

**4. ALLOWABLE COSTS**

Allowable costs are direct labor costs, indirect costs, and direct non-labor costs as defined below which Consultant has incurred within 180 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are the costs Consultant pays its employees for the time they are working directly on the project and are calculated by multiplying the hourly rate of pay by the hours worked (in increments not less than one quarter hour).

1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's regular hourly pay rate during regular (40) hours of work per pay week. If

overtime hours are worked on this project, State will only pay for employee's regular hourly pay rate. State will not pay the premium pay portion of the overtime hours. For salaried employees, the hourly earnings rate shall be the employee's actual hourly rate as recorded in the Consultant's accounting books of record, multiplied by the hours worked.

The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. Reference Staffing Plan Section of this Agreement regarding changes in personnel.

- 2) **Time Reports:** All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects, such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.

- B. **Indirect Costs (Overhead and FCCM)** are the indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#). Indirect costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable Indirect Cost Rates (ICR); or if the ICR is unknown or unavailable, Consultant will be allowed to use the most recent provisional ICR approved by State. Changes in the ICR that occur during the project period will not be cause for a change in the total agreement amount established in Section 2. MAXIMUM AGREEMENT AMOUNTS.

- C. **Direct Non-Labor Costs (Direct Expenses)** are all necessary, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:

*Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.*

- 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.
- 2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to State.

**EXHIBIT "C"**  
**FEES AND PAYMENTS**

- 3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
  - (a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.
  - (b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately-owned vehicle (POV), is limited to the lesser of:
    - (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
    - (ii) The prevailing standard rate as established by the IRS.
- NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. State's Travel log form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- (c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give LPA and State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.
- 4) Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation related tips, such as hotel, park and ride, or airport shuttles; and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.
  - (a) The State per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The State per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.
  - (b) The State per diem rate shall be reduced by the State meal breakdown amount(s) for any meal provided by others. Examples include:

- (i) Meals included in a conference or event fee
- (ii) Meals provided by lodging facility
- (iii) Meals purchased by 3rd Party
- (iv) Meals charged directly to and paid for by the State
- (c) MULTI-DAY TRAVEL – Travel that includes at least one overnight stay.
  - (i) M&I reimbursement on the first and last day of travel will be reduced to 75% of the State per diem rate.
  - (ii) Except for a meal provided by others (see paragraph 4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.
- (d) SAME DAY TRAVEL – Travel that does not include an overnight stay.
  - (i) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.
  - (ii) M&I reimbursement for same day travel will be reduced to 75% of the State per diem breakdown amounts.
  - (iii) The following criteria must be met for Consultant and its employees to be eligible for the M&I reimbursement on same day travel.
    - (1) Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.
    - (2) Lunch – No reimbursement is allowed.
    - (3) Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or 2 hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.
    - (4) Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.
    - (5) The time limitations set forth above do not include the time taken for the meal.
  - (iv) EXCEPTION to same-day travel meal reimbursement for Construction Engineering (CE) Services Agreements – For CE Services Agreements, Consultant will not be eligible for reimbursement for meals related to same-day travel.
- 5) EXTENDED STAY/LONG TERM TRAVEL  
No extended stay arrangements, such as apartments or weekly/monthly meal reimbursement rates, have been approved.

##### **5. INELIGIBLE COSTS**

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement, unless approved in writing by LPA, or State on LPA's behalf. **Per Section 4. ALLOWABLE COSTS**, State will not pay for costs incurred, but not submitted to State within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subconsultant invoices the cost to the Consultant.

**6. FIXED FEE FOR PROFIT**

- A. The fixed fee for profit amount payable to Consultant is identified in Section 2. MAXIMUM AGREEMENT AMOUNTS. For each invoicing period, the Consultant may invoice State a portion of the fixed fee for profit equal to the sum of the actual direct labor costs and overhead (Indirect Costs, excluding FCCM if applicable) for the period, multiplied by the profit rate of 11.40%. Upon completion of the services outlined in this Agreement, the Consultant may invoice State any remaining fixed fee for profit not previously invoiced. If all of the services under this Agreement are not completed for any reason, LPA, or State on LPA's behalf may decrease the amount of fixed fee for profit based on LPA's and State's determination of the actual percentage of services completed.
- B. Subconsultants fixed fee for profit (if applicable): Consultant must apply the above provisions regarding fixed fee for profit to all Subconsultant contracts that utilize the cost-plus-fixed-fee (CPFF) payment method. If all of the services allocated to Subconsultant(s) under this agreement are not completed for any reason, the fixed fee for profit paid to Subconsultant(s) must be reduced based on the LPA's and State's determination, or Consultant's determination with LPA's and State's concurrence, of the actual percentage of services completed by the Subconsultant.

**7. INVOICES AND PROGRESS REPORTS**

- A. Consultant shall promptly submit invoices to State based on Consultant's billing period but shall not submit more than one invoice per month. Invoices must include all allowable costs, and when applicable, the associated Fee for Profit, for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.
- B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2. MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.
- C. Content of Invoice Package (Presented in this order)
  - 1) Consultant's Invoice:
    - (a) The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
    - (b) The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the actual labor cost for each employee.
    - (c) Direct non-labor expenses:

(i) Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.

(ii) Travel-related expenses must be summarized and submitted on NDOT Form 163 (see paragraph 7.C.4) below). Supporting receipts (excluding meal receipts) must be submitted with NDOT Form 163 when invoicing for these expenses.

(iii) All supporting receipts must be kept as required in Section 18.

**CONSULTANT COST RECORD RETENTION.**

(d) Time Records, as outlined in paragraph 4.A.2).

(e) Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.

2) Progress Report: A Progress Report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:

(a) A description of the Services completed for the service period to substantiate the invoiced amount.

(b) A description of the Services anticipated for the next service period

(c) A list of information Consultant needs from LPA, or State on LPA's behalf

(d) Percent of Services completed to date

NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.

3) Cost Breakdown Form: Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.

4) Travel Log: If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, vehicle identification (if applicable), date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.

5) Mileage Log (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.

E. Notice of Public Record: Documents submitted to State and LPA, including invoices, supporting documentation, and other information are subject to disclosure by State and LPA pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE AND 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 State and LPA do 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 State or LPA for the disclosure of such information.

**8. PAYMENTS**

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

**9. PROMPT PAYMENT CLAUSE**

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

**10. SUSPENSION OF PAYMENTS**

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until

all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

#### **11. ANNUAL OVERHEAD ADJUSTMENT (TRUE-UP) INVOICES**

- A. After State receives Consultant's latest Indirect Cost Rate (ICR) submittal and State establishes an approved ICR for Consultant, it is State's preference that Consultant submit a separate Overhead Adjustment Invoice that reconciles the indirect costs billed during the past fiscal year covered by the latest ICR submittal. If reconciling the indirect costs requires the Consultant to reimburse State for overpayment of indirect costs, Consultant may request reimbursement of additional allowable costs that have not been already reimbursed, provided that the costs were documented and subtracted out on previous invoices. In no circumstance may Consultant request reimbursement of any costs incurred that are not in accordance with Section 4. ALLOWABLE COSTS.
- B. When uploading this invoice to OnBase, append "(OH ADJ)" to the invoice number when populating the invoice number keyword in OnBase. More information regarding Overhead Adjustment Invoices is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- C. Consultant shall require Subconsultant(s) to submit Overhead Adjustment Invoices to Consultant consistent with this Section. Consultant must include such subconsultant overhead adjustment invoices when Consultant submits their own invoices to State.

#### **12. FINAL INVOICE, FINAL OVERHEAD (TRUE-UP) INVOICE, AND PAYMENT**

- A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor, expenses, and, if applicable, may include the balance of Fee for Profit.
- B. Consultant, and, if applicable, its subconsultant(s), shall review the indirect costs billed to-date to determine if the indirect cost rates (overhead and FCCM) used on prior invoices match the actual indirect cost rates applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on an Overhead Adjustment Invoice (**separate from final costs incurred invoice**). Refer to Section 11. OVERHEAD ADJUSTMENT INVOICE. If a particular year's actual overhead has not yet been computed or approved by State, the most recently approved yearly rate should be applied. Consultant shall submit any final Overhead Adjustment Invoice within 180 days of completion of the work under this Agreement, and if such invoice is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant. More information regarding Overhead Adjustment Invoices is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- C. After receipt of final invoice and Overhead Adjustment Invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

**13. AGREEMENT CLOSE-OUT**

Upon submitting its final invoice and, if required, a final Overhead Adjustment invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Consultant shall submit NDOT 39 Form within 180 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

**14. FEDERAL COST PRINCIPLES**

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#).

**15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS**

A. LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

- 1) A description of the out-of-scope services,
- 2) An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
- 3) An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:
  - (a) The out-of-scope services are not within the original Scope of Services and additional work effort is required; and
  - (b) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered; and
  - (c) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

B. Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

- 1) The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

**16. TERMINATION COST ADJUSTMENT**

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

**17. AUDIT AND FINAL COST ADJUSTMENT**

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

**18. CONSULTANT COST RECORD RETENTION**

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 3, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
REPAIRS TO STERLING DUMP TRUCK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRADY SMALL STREET SUPERINTENDENT

**SYNOPSIS**

A resolution has been prepared authorizing the repairs to the 2008 Sterling Dump Truck from Truck Center Companies Omaha, Nebraska in an amount not to exceed \$13,000.

**FISCAL IMPACT**

The FY23/FY24 Street Operating Budget provides funding for the proposed repairs.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The dump truck is used extensively in snow removal and general maintenance operations for Public Works. This truck is 12 years old but in good condition both structurally and mechanically. Currently, the exhaust system will not regen, which causes the truck to stall and shut down. The repair work requires the removal of the entire exhaust and electrical systems to make the repairs and cannot be performed in-house.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING TRUCK CENTER COMPANIES, OMAHA, NEBRASKA TO REPAIR THE 2008 STERLING DUMP TRUCK IN AN AMOUNT NOT TO EXCEED \$13,000.00.

WHEREAS, the City Council of the City of La Vista has determined that repair of the exhaust system on the 2008 Sterling dump truck is necessary; and

WHEREAS, the FY23/FY24 Street Operating Budget provides funding for the proposed repairs; 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 authorize Truck Center Companies, Omaha, Nebraska to repair the 2008 Sterling dump truck in an amount not to exceed \$13,000.00.

PASSED AND APPROVED THIS 3RD DAY OF JANUARY 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

**Truck Center Companies**  
 14321 Cornhusker Rd.  
 Omaha, NE 68138

RO#RA106019429 UNIT# 1122 CITY OF LA VISTA Dec 23, 2022 07:34 AM  
 SN# 2FZAATDJ28AZ94949 YMMS: 2008 Sterling L Series - LT7500  
 1475-KEN Engine: Mercedes-Benz MBE 900 EPA07 DDEC VI 6 CYL  
 Home: 402-214-7880 License:  
 Mobile: VIN:  
 Work: Odometer:  
 Email:

TYPE	DESCRIPTION	QTY	PRICE	RATE	HOURS	LINE TOTAL
Labor	CHECKED FAULTS. FOUND ACTIVE FAULT FOR DPF TEMP OUT OF RANGE HIGH. CHECKED TEMP WHILE COLD SOAKED. ALL READING WITHIN 20 DEGREES. NO LEAKS AT ENGINE EXH. FOUND SOOT COMING FROM EXH TIP, DPF BREACHED. STARTED REGEN, REGEN TEMPS GOT TO 1000 DEGREES. COMPLETED REGEN SUCCESSFULLY. FOUND 0 DOC OR DPF PRESSURE DURING REGEN. CHECKED DOC PRESSURE SENSOR AND FOUND HOSE RUSTED OFF. REMOVING AND INSPECTING DOC. ALL SENSORS ON AFTERTREATMENT WILL NEED TO BE REPLACED DUE TO CORROSION.	-	-	\$165.00	2.0	\$330.00
Labor	CONTINUED DIAGNOSTICS- USED HEAT TO REMOVE DPF CLAMPS WITH OUT BREAKING . USED HEAT TO REMOVE THE ATD CLAMPS, THEN AFTERTREATMENT DEVICE AS AN ASSEMBLY. FOUND THAT THE AFTERTREATMENT SENSOR HARNESS MOUNTING BRACKET/BOX IS CORRODED AND COMING APART WILL NOT HOLD THE SENSOR CONNECTRS IN PLACED. WITH ASSEMBLY OUT OF VEHICLE. FOUND THAT THE STEEL BRAIDED LINES FOR THE DPF INLET AND OUTLET PRESSURE ARE DAMAGED THE AFTERTREATMENT HARNESS THREAD ORTION IS DAMAGE AND WILL NOT HOLD IN A NEW BOX. SEPERATED DOC AND DPF.	-	-	\$165.00	3.5	\$577.50
Labor	AFTERTREATMENT CATALYST - R&I Oxidation Catalyst	-	-	\$165.00	10.0	\$1,650.00
Parts	MODULE / DOC	1.0	\$2,751.06	-	-	\$2,751.06
Parts	MODULE / DPF	1.0	\$2,648.56	-	-	\$2,648.56
Parts	SENSOR HSG	1.0	\$26.28	-	-	\$26.28
Parts	SENSOR ASSEMBLY	1.0	\$26.39	-	-	\$26.39
Parts	SENSOR	3.0	\$66.21	-	-	\$198.63
Parts	TEMP SENSOR	1.0	\$41.41	-	-	\$41.41
Parts	TEMP SENSOR	1.0	\$43.91	-	-	\$43.91
Parts	BRACKET ASSEMBLY	2.0	\$550.36	-	-	\$1,100.72
Parts	HARNESS ASSEMBLY	1.0	\$46.29	-	-	\$46.29
Parts	DPF BAND CLAMP	1.0	\$17.80	-	-	\$17.80
Parts	CLAMP	1.0	\$15.39	-	-	\$15.39
Parts	GASKET	1.0	\$8.61	-	-	\$8.61
Parts	GASKET	1.0	\$10.18	-	-	\$10.18
Parts	NUT	2.0	\$14.23	-	-	\$28.46
Parts	HOSE ASSEMBLY	1.0	\$17.53	-	-	\$17.53
Parts	HOSE ASSEMBLY	1.0	\$20.64	-	-	\$20.64
Parts	HOSE ASSEMBLY	1.0	\$18.77	-	-	\$18.77
Parts	CLAMP	1.0	\$20.51	-	-	\$20.51

TYPE	DESCRIPTION	QTY	PRICE	RATE	HOURS	LINE TOTAL
Parts	BAND ASSEMBLY	2.0	\$33.67	-	-	\$67.34
Parts	GASKET	2.0	\$82.95	-	-	\$165.90
Parts	BAND CLAMP	2.0	\$57.26	-	-	\$114.52
Parts	SCREW	9.0	\$1.22	-	-	\$10.98
Sublet / Misc	DPF CLEANING	-	-	-	-	\$450.00
Note	SOME ITEMS NEED ORDERED, DEPENDING ON TIME FRAME OF DELIVERY, FREIGHT CHARGES MAY APPLY	-	-	-	-	-

*The above is an estimate, based on our inspection, and does not cover additional parts or labor which may be required after the work has been opened up. Occasionally, after work has started, worn, broken, or damaged parts are discovered which are not evident on first inspection. Quotations on parts and labor are current and subject to change.*

Labor:	\$3,007.50
Parts:	\$7,399.88
Shop Supplies:	\$300.00
Hazardous Materials:	\$0.00
Labor Taxes:	\$0.00
Parts Taxes:	\$406.99
<b>TOTAL:</b>	<b>\$11,114.37</b>

Customer Signature: \_\_\_\_\_