ITEM B

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 20, 2015 AGENDA

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT — HELL CREEK GRADE CONTROL STRUCTURE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared approving an Interlocal Cooperation Agreement with the Papio-Missouri River Natural Resources District and the City of Omaha for the final design, construction, and construction phase engineering services for stabilization of a grade control structure on Hell Creek in an amount not to exceed $198,400.

FISCAL IMPACT

The FY 16 Capital Improvement Program Budget provides funding for the City's share of the proposed project.

RECOMMENDATION

Approval

BACKGROUND

There is an existing grade control structure on Hell Creek at its confluence with the West Papillion Creek located just west of the intersection of 110th Street and Harry Andersen Avenue (southwest of Yahoo facility). Hell Creek drops over 16 feet into the West Papillion Creek. The stabilization is necessary to keep channel erosion from proceeding upstream and seriously damaging infrastructure owned by the City of Omaha, the City of La Vista and the Papio-Missouri River Natural Resources District.

At the August 19, 2014 Council meeting a previous interlocal agreement was approved for undertaking preliminary design of solutions to stabilize the structure. That work was completed and identified a preferred option with a total project cost of $992,000.

The Papio-Missouri River NRD has agreed to fund 60% of the costs. The remaining 40% would be split equally between the City of Omaha and the City of La Vista. The Papio-Missouri River NRD will be the lead agency on this work. The City's share is anticipated to be $198,400 which has been included in the CIP portion of the FY16 budget.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT AND THE CITY OF OMAHA FOR THE UNDERTAKING OF EFFORTS REQUIRED FOR HELL CREEK GRADE CONTROL STABILIZATION IN AN AMOUNT NOT TO EXCEED $198,400.

WHEREAS, the provisions of Nebraska State Statutes Sections 13-801, et. seq., provide authority for the City of La Vista to join with other governmental agencies on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors by signing an Interlocal Cooperation Agreement; and,

WHEREAS, the City of La Vista desires to stabilize a grade control structure on Hell Creek, and this area is located in the City of La Vista, and;

WHEREAS, the Papio-Missouri River NRD is agreeing to provide 60% of the costs for the final design, construction and construction phase engineering services for stabilization of the grade control structure, and;

WHEREAS, the FY 16 Capital Improvement Program Budget contains funding for the proposed project, and;

WHEREAS, the participants agree that this Interlocal Cooperation Agreement in no manner expands or restricts the authority otherwise granted to them by law; and

WHEREAS, such an agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby approves and authorizes the execution of an Interlocal Cooperation with the Papio-Missouri River Natural Resources District and the City of Omaha for the undertaking of efforts required for Hell Creek grade control stabilization in an amount not to exceed $198,400.

PASSED AND APPROVED THIS 20TH DAY OF OCTOBER, 2015.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

INTERLOCAL COOPERATION AGREEMENT

HELL CREEK GRADE CONTROL STABILIZATION

FINAL DESIGN AND CONSTRUCTION PHASE

(at confluence with West Papillion Creek)

AMONG

THE CITY OF LA VISTA,

THE CITY OF OMAHA,

AND

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

This Interlocal Cooperation Agreement ("Agreement") is hereby made and entered into as of this _____ day of _____, 2015, by and among the CITY OF LA VISTA, a municipal corporation organized and existing under the laws of the State of Nebraska ("La Vista"), the CITY OF OMAHA, a municipal corporation organized and existing under the laws of the State of Nebraska ("Omaha"), and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, a natural resources district organized and existing under the laws of the State of Nebraska ("District") (all collectively referred to hereinafter as the "Parties" and each sometimes referred to individually as a "Party").

WHEREAS, there is a grade control structure that is in need of repair on Hell Creek at its confluence with West Papillion Creek located just west of the intersection of 110th Street and Harry Andersen Avenue generally depicted on Exhibit "A" attached hereto (referred to herein as the "Hell Creek Grade Control Structure"); and,

WHEREAS, District currently owns and maintains the former UPRR railroad right of way across Hell Creek including a bridge that the District desires to protect for future use; and,

WHEREAS, La Vista owns and maintains infrastructure along Hell Creek upstream of the Hell Creek Grade Control Structure; and,

WHEREAS, Omaha owns, operates, maintains and repairs the West Papillion Creek Interceptor Sewer immediately upstream of the Hell Creek Grade Control Structure; and,

WHEREAS, the Parties have previously entered into an interlocal agreement for preliminary design services and have agreed upon the implementation of a solution identified in said preliminary design services. The agreed upon repairs are depicted on Exhibit "B" attached hereto ("Stabilization Work"); and,

WHEREAS, in order to protect their mutual interests and pursuant to the authority granted the Parties by the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801, et.seq.), the Parties desire to enter into this Agreement to delineate and provide for their specific rights and obligations with respect to the Stabilization Work, final design, construction and construction phase engineering services for repairs to the Hell Creek Grade Control Structure (the "Project"); and,

WHEREAS, La Vista has previously hired Felsburg, Holt, & Ullevig ("Consultants") to provide professional services for preliminary design work to stabilize the existing grade control structure and abandoned railroad bridge near the confluence of Hell Creek with the West Papillion Creek (the "Completed Consultant Work"); and,

WHEREAS, the Parties desire for La Vista to allow for District to use any and all reports, documents and/or other work product relating to otherwise created with respect to the Completed Consultant Work (the "Completed Consultant Work Product"), at no additional cost or expense to District, to cause the Project to be completed, and for District to hire Consultants to provide the additional professional engineering and construction engineering services required to complete the Project (the "Additional Consultant Work").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Parties do hereby mutually undertake, promise, agree, and contract each for itself and its successors and assigns as follows:

I. PURPOSE

The purpose of this Agreement is to specify the terms and conditions upon which the Parties will pay for and cause (a) the Additional Consultant Work, including, but not limited to, final design, cost estimates, and construction phase services, to be prepared and/or provided by the Consultants for the Project and (b) the Project to be completed.

II. RIGHTS, DUTIES, AND OBLIGATIONS OF DISTRICT

A. District shall:

1. Use, at no additional cost or expense to District, the Completed Consultant Work Product and enter into a new agreement with the Consultants to provide the Additional Consultant Work as set forth in Exhibit "C" on terms deemed acceptable to District in District's sole discretion and, subject to Section IV.A of this Agreement, advance funds to compensate the Consultants in accordance with such new agreement with Consultants in order to cause the Additional Consultant Work to be prepared and the Project to be completed. The Parties recognize that retaining the Consultants is beneficial to the public due to Consultants knowledge of the Project and prior work on the Project, and District will not subject the Additional Consultant Work to competitive bidding.

2. Maintain records of all Expenses (as defined below in Section IV.A.1 of this Agreement).

B. In the Final Design Phase, District shall:

1. Act as the lead administrator for final design and cost estimates for plans and specifications for the Project in accordance with the solution set forth in Exhibit "B";

2. Provide to the other Parties for review and approval copies of all reports and documents prepared by Consultants as part of the Additional Consultant Work;

3. Compile review comments received from La Vista and Omaha and submit any review comments and requests received from La Vista or Omaha to the Consultants;

C. In the Construction Phase, District shall:

1. Act as the lead administrator for construction engineering services related to implementation of the construction work for the Project in accordance with the solution set forth in Exhibit "B";

2. Enter into a contract for the construction relating to the Project, such construction to be done in accordance with the plans and specifications approved by the Parties. All construction for the Project shall be performed by contractors furnishing the lowest and best bid as determined by District pursuant to applicable law and District's policies and procedures. District shall inform La Vista and Omaha of the selected contractor. In the event District selects

bidder(s) who did not submit the lowest bid, District will provide a written explanation of its decision to select a higher bid to La Vista and Omaha.

3. Acquire any additional rights-of-way, easements and/or other property rights necessary to complete the Project and Stabilization Work, and District shall hold title to any such property right(s).

4. The General Manager of District, or his designee, shall be the Project Manager for the Project and shall coordinate with the Consultants.

III. RIGHTS, DUTIES, AND OBLIGATIONS OF LA VISTA AND OMAHA

A. La Vista agrees to transfer, assign and/or otherwise convey to District, at no additional cost or expense to District, any and all right, title and/or interest it has in and/or to the Completed Consultant Work so that District has the right to use the Completed Consultant Work to fulfill its obligations under this Agreement and cause the Project to be completed.

B. La Vista and Omaha each agree to:

1. Promptly review and comment on plans, reports, and documents for the Project submitted by District, such reviews and comments not to be unreasonably withheld or delayed. Any submissions provided by District shall be deemed approved by La Vista and Omaha if District has not received La Vista's and Omaha's reviews and comments within 7 days of the date of the District's submission.

2. Reimburse District in accordance with Section IV.A.2 of this Agreement.

IV. GENERAL CONDITIONS

A. COSTS, FEES AND EXPENSES; SHARING AND LIMITATIONS.

1. District shall advance funds sufficient to pay all costs, fees and expenses for the Project, including, but not limited to, fees, costs and expenses to be paid to the Consultants, any contractor(s) and/or subcontractor(s) and/or incurred to acquire rights-of-way, easements and/or other property rights necessary to complete the Project and Stabilization Work (collectively, "Expenses"), provided, however, and subject to Section IV.B of this Agreement, the District shall not be obligated to contribute more than Sixty percent (60%) of the Expenses or a total amount equal to $675,000 (the "District Maximum") pursuant to this Agreement. District will permit La Vista and

Omaha to review the records of the Expenses maintained by District pursuant to Section II.A.2 of this Agreement upon reasonably advance written notice and during normal business hours so that each may assure that such records are accurate, provided that La Vista and Omaha shall endeavor to minimize the disruption to District's operations.

2. Subject to Section IV.B and Section IV.J of this Agreement, La Vista and Omaha shall reimburse District for advancing payment for Expenses, as follows:

i. La Vista shall pay District an amount equal to twenty percent (20%) of the Expenses, provided, however, La Vista shall not be obligated to pay more than $225,000 (the "La Vista Maximum") pursuant to this Agreement;

ii. Omaha shall pay District an amount equal to twenty percent (20%) of the Expenses, provided, however, Omaha shall not be obligated to pay more than $225,000 (the "Omaha Maximum") pursuant to this Agreement;

iii. Payments under this Section IV.A.2 shall become due and payable upon District issuing an invoice for payment to La Vista or Omaha, as the case may be. District may submit an invoice with respect to a given phase of the Project at any time after such phase is substantially complete.

3. Notwithstanding Section IV.A.1 of this Agreement, unless otherwise provided in this Agreement, each Party shall be responsible for its own costs and expenses for bonding or financing, and for paying all costs and expenses relating to its own employees, including, but not limited to, salaries.

B. COST OVERRUNS.

In the event at any time District has reason to believe that the Expenses will exceed the total sum of the District Maximum, the La Vista Maximum, and the Omaha Maximum (such sum, the "Expense Limit"), District may cause any and all work relating to the Project to cease and do all other things it deems reasonably necessary and desirable to avoid increasing the actual Expenses incurred with respect to the Project until such time as the Parties agree in writing as to how to allocate between the Parties Expenses that exceed the Expense Limit.

C. PROJECT SCHEDULE. It is the mutual desire and intention of the Parties that the Stabilization Work shall be constructed by June 30, 2016. Accordingly, the Parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner so as to achieve such construction by this date.

D. MERGER. This Agreement shall not be merged into any other oral or written contract, lease, or deed of any type.

E. INTEGRATION; AMENDMENT. This Agreement contains the complete and entire Agreement of the Parties. No representations were made or relied upon by any of the Parties other than those expressly set forth herein. No party may alter, amend or modify any term of this Agreement unless such alteration, amendment or modification is in writing and signed by an authorized officer or other Agent of each Party.

F. ASSIGNMENTS. No Party may assign any or all of its rights and/or obligations under this Agreement without the written consent of all other Parties to this Agreement.

G. EFFECTIVE DATE. This Agreement shall become effective on the date it is executed by the last Party to execute this Agreement.

H. DURATION OF AGREEMENT. Unless earlier terminated in accordance with the terms of this Agreement, this Agreement shall continue until such time as the Project has been completed and reimbursement is made to the District as provided herein.

I. INDEMNIFICATION. Notwithstanding Section IV.A.2 of this Agreement, La Vista and Omaha shall each indemnify and hold District harmless from and against any and all third party claims, demands, causes of action, costs and expenses, including court costs and attorneys fees (collectively, "Losses"), for any cause of action whatsoever arising out of or related to this Agreement, the Project and/or the Stabilization Work except to the extent such Losses are caused by the negligence or intentional misconduct of District; provided, however, that a Party's indemnity obligations hereunder shall not exceed twenty percent (20%) of the total Losses unless such Losses are caused in whole or in part by such Party's negligence or intentional misconduct.

J. INTERLOCAL COOPERATION ACT PROVISIONS. This Agreement shall not create any separate legal or administrative entity. It shall be administered jointly by the Parties, through one representative to be designated by and on behalf of each Party. Each Party shall separately finance and budget its own duties and functions under this Agreement. There shall be no jointly held property as a result of this Agreement. Upon termination, each Party shall retain ownership of the property it owns at the time of termination. This Agreement does not authorize the levying, collecting or accounting of any tax.

K. NONDISCRIMINATION. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or

local ordinances because of race, color, sex, age, disability as defined under the Americans with Disabilities Act, political or religious opinions, affiliations, or national origin.

L. CAPTIONS. Captions used in this Agreement are for convenience only.

M. APPLICABLE LAW. The Parties shall conform with all existing and applicable ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

N. RIGHT TO INSPECT. During the course of the construction of the Project, La Vista and Omaha may, after coordinating through the District with the contractor(s) performing the work for the Project, inspect the work relating to the Project to ensure compliance with the plans and specifications, provided that each shall endeavor to minimize the disruption to the orderly progress of the Project and shall follow any and all safety requirements of such contractor(s).

O. INTEREST OF THE PARTIES. Each of the Parties to this Agreement covenants with the others that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with its performance under this Agreement.

P. DEFAULT. If any Party shall default hereunder, any non-defaulting Party shall be entitled to specific performance of this Agreement, may terminate this Agreement, or may have any other remedy allowed by law or equity.

[SIGNATURE PAGE FOLLOWS]

This Agreement is executed by PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT this _____ day of _____, 20__.

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

By _____
General Manager

This Agreement is executed by THE CITY OF OMAHA this _____ day of _____, 20__.

THE CITY OF OMAHA

Attest:

By _____
Mayor

_____
CITY CLERK

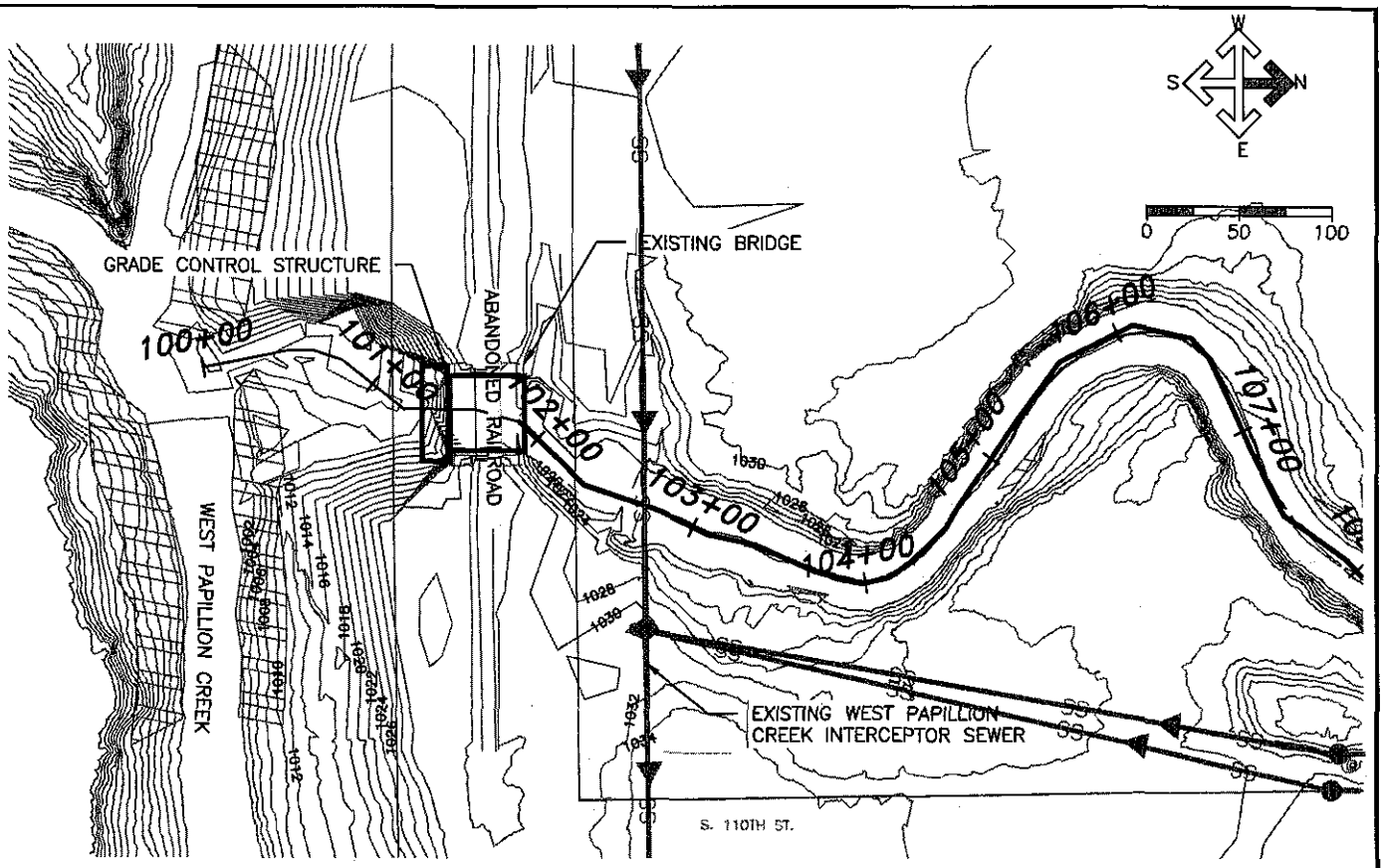
This Agreement is executed by THE CITY OF La Vista this _____ day of _____, 20__.

THE CITY OF LA VISTA

Attest:

By _____
Mayor

_____
CITY CLERK



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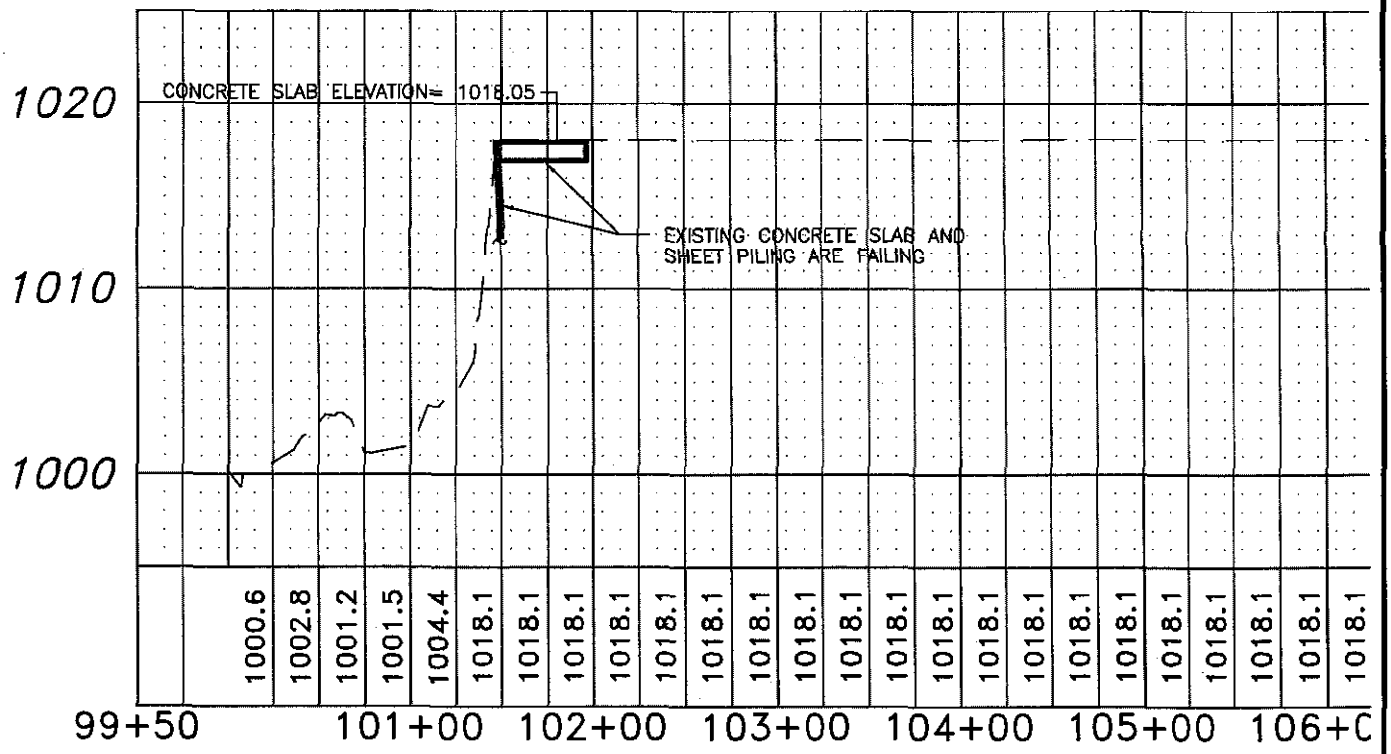

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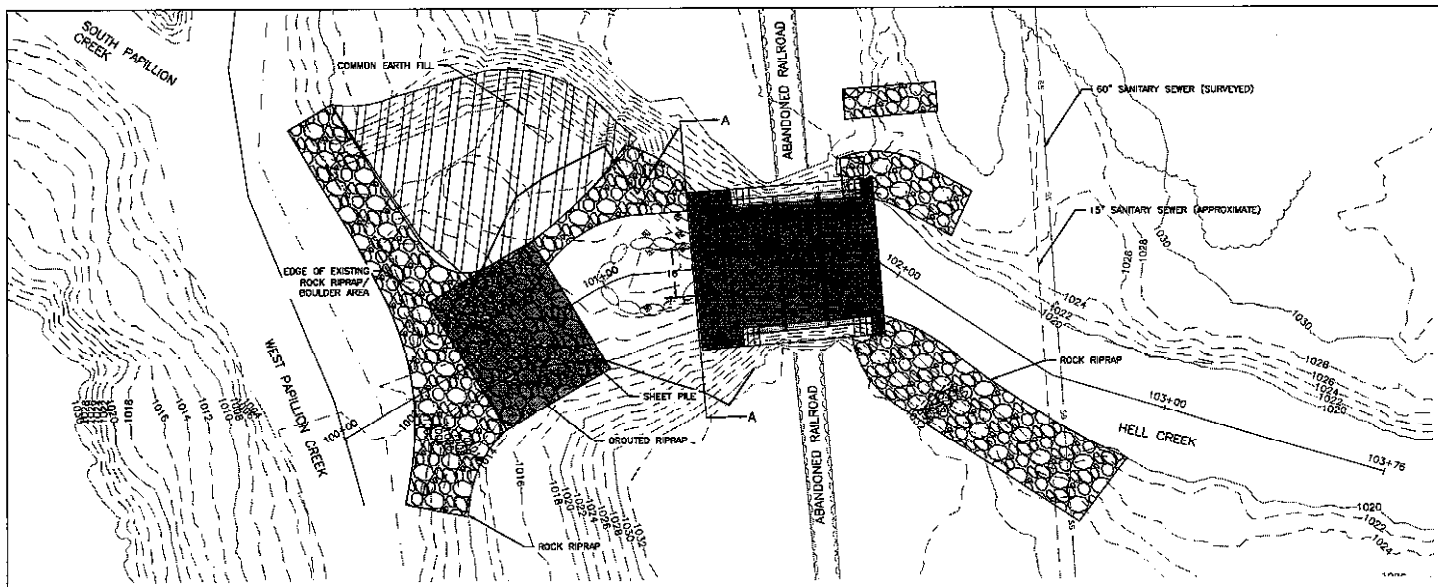
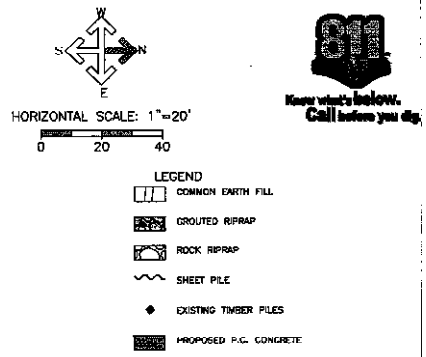
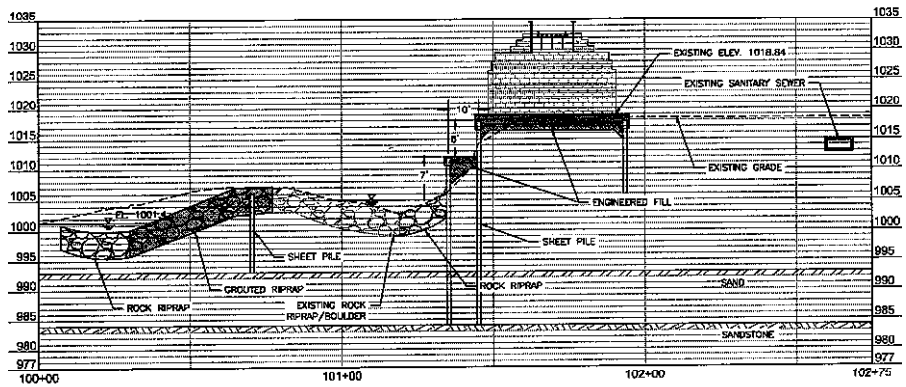
FELSBURG HOLT & ULLEVIG — 11422 Miracle Hills Drive, Suite 115, Omaha, NE 68154, tel 402.445.4405, fax 402.445.4394	Designer: / Detailer: / Subset: / Structure Numbers / Sheets: of	Sheet Number





PROFILE
Option 1



SECTION A–A
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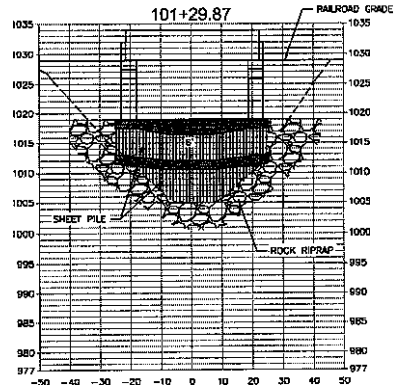

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Horizontal Scale: 1"=20' Vertical Scale: 1"=10'			Revised:	Designer: DGL Structure Numbers	
FELSBURG HOLT & ULLEVIG 11422 Miracle Hills Dr., Suite 115 Omaha, NE 68154 tel 402.445.4405 fax 402.445.4394			Void:	Detailer: SRJ	
				Subset: Hydraulics Sheets: 1 of 4	Sheet Number 1

Sheet Revisions

(R–X)	Date	Comments	Initials

O:\Projects\13-112-02 Hell Creek 2 T.O. 2\CADD\Sheet Files_ Stacey.Thomas

Exhibit B

EXHIBIT C

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES
HELL CREEK CHANNEL STABILIZATION – PHASE II
FINAL DESIGN, PERMITTING, AND CONSTRUCTION SERVICES

I. DESCRIPTION OF PROJECT

The project includes final design services, permitting, and construction services associated with stream stabilization on Phase II of the Hell Creek Channel Stabilization project.

II. DESCRIPTION OF TASKS

The details of the tasks for this project are as follows:

Task 1 – Final Design

Objectives: To provide final design documents for the selected full build out condition denoted as "Option 1" in preliminary design exhibits.

Deliverables: Final construction documents including plan sheets and specifications, together with a final hydraulic study for the project.

Felsburg Holt and Ullevig (FHU) will prepare final design plans as follows:

- Title Sheet and General Notes
- Removals
- Site Plan and Profile
- Grading and Erosion Control Plan
- Structural Details and Notes
- Miscellaneous Details and Notes (Includes Abutment Work and Bank Stabilization)
- Seeding and Vegetation Plan, Notes and Details (Includes Bioengineering and Tree Mitigation)

FHU will collaborate with Olsson Associates (OA) to produce the final design hydraulic study. The study will compare the modeling results of existing and proposed stream conditions to determine whether there is a no-rise condition as a result of the proposed work. We have assumed that there will not be a rise or change to the floodway and that only a "No Rise" certification will be applicable on this project.

FHU will provide the structural analysis and complete final design of a steel sheet pile wall, in accordance with AASHTO LRFD Bridge Design Specifications. Final design will include the sheet pile layout and associated details.

OA has been retained to provide geotechnical coordination and review of final design plans and specifications from a geotechnical perspective. Their review will also include construction related considerations.

FHU will develop project specifications as Special Provisions for insertion into standard City of La Vista Contract Documents.

FHU will develop an engineer's estimate of probable costs.

Temporary easements will be discussed with the City of La Vista and project partners as design progresses. FHU has identified the potential need for a temporary construction easement on property south of the railroad bridge and has allotted time for the development of an easement of exhibit on one parcel. This scope also includes preparation of an easement exhibit for an environmental buffer that may be required as a condition of the Section 404 permit which is addressed in Task 2. Other permanent easements and land acquisition are not anticipated on this project.

Deliverables mentioned above will be presented to the City of La Vista and its project partners (the Papio-Missouri River Natural Resource District (P-MRNRD) and the City of Omaha) for review. Comments will be addressed and final plan sheets and specifications for bidding. FHU has allotted a minimal amount of time to answer bid questions and issue addendums.

Task 2 – Permitting

Objectives: To provide permitting submittals for approval as required by various Local, State, and Federal entities.

Deliverables: Permit applications and supporting documents.

Site work will occur within a Special Flood Hazard Area that includes floodplain and designated floodway. As a result, a City of La Vista Floodplain Development Permit application will be prepared along with supporting documentation and comments addressed accordingly. Work in the floodway may also require the submittal of Federal Emergency Mapping Agency's (FEMAs) Conditional Letter of Map Revision (CLOMR) prior to construction or a subsequent Letter of Map Revision (LOMR) after construction.

CLOMR/LOMR Submittal (As Needed)

Should it be determined that the proposed work increases the Base Flood Elevation (BFE) more than 0.00 feet it will be necessary to prepare and submit a CLOMR to FEMA prior to construction. After construction, it will then be necessary to follow up with a LOMR submittal to FEMA.

FHU will submit the required fees associated with the CLOMR and LOMR submittals if they are needed.

A determination and delineation of wetlands and waterways within the project area was prepared by FHU under a separate contract for Hell Creek Phase 2. Based on this assessment, this project will impact jurisdictional wetlands and waterways with impacts above minimum thresholds. As a result, a USACE Section 404 permit application will be needed for the project. A breakout of subtasks associated with the 404 permit task is as follows:

Pre-Application Meeting

FHU will attend one meeting with the Corps to discuss the Section 404 permit application package for the project.

Agency Consultation

FHU will prepare a Biological Evaluation review request letter for submittal to the United States Fish and Wildlife Service (USFWS) and Nebraska game and Parks Commission (NGPC) regarding

potential impacts to threatened and endangered species and critical habitat. FHU will also prepare State Historic Preservation Office (SHPO) and Tribal Historic Preservation Office (THPO) review letters requesting an evaluation of potential impacts to historic structures, archeological sites, and tribal lands.

Wetland and Stream Assessment Modifications (As Needed)

If requested by the Corps, FHU will make minor modification to the wetland delineation and/or stream assessments previously conducted for the project (completed in 2013) *based upon the most recent project design.* It is assumed that requested modification may involve minor location adjustments of wetland and stream features, or rescoring of stream reaches as needed *based upon the most recent project design.* FHU assumes that any requested modifications would involve no more than a brief site visit or minor modifications of the stream assessment scoring. Assessment results would be summarized in a short memo (1-2 pages) for submittal to the Corps. Any additional reassessment requests from the Corps are not included in this scope of work.

Section 404 Nationwide Permit Application

FHU will prepare a Section 404 permit application package for submittal to the Corps. The 404 permit application package will include a Corps ENG Form 4345, a narrative describing the project and proposed wetland impacts, impact tables, impact figures, documentation of agency coordination, and information from the wetland delineation and stream assessment report to aid the Corps in their review.

Please note that his scope of work does not include development of a wetland or stream mitigation plan, Biological Assessment, or Section 404 Individual Permit Application materials.

Task 3 – Construction Administration

Objectives: To provide construction project coordination, administration, staking and inspection services during the construction phase to ensure that the project is completed in a way that satisfies all stakeholders.

Deliverables: FHU will provide weekly construction activity summaries and record drawings of the completed project.

FHU has included time for daily site visits to the site during the construction phase for the purpose of observing the progress and evaluate general conformance with the plans. Our hours are based on attendance at a pre-construction kick off meeting; an estimated two and a half (2.5) hours of time average per day over a 70 working day timeframe for construction observation, answering Contractor questions, and providing plan interpretation during construction.

Additional time has been allotted for general contract administration that includes preparation for and attendance at a preconstruction meeting, weekly progress meetings with the contractor, coordination and review of pay requests and change orders, and project closeout.

OA will provide a limited amount of construction staking for the contractor that will generally include setting control/bench marks and providing offsets for driving sheet pile. After construction is complete, OA will provide as-built survey on the project that will include sheet pile elevations at the top and toe of the sheet pile wall and elevations at the top of the proposed abutment/ slab. Additional cross sections of the channel section may be required by the Corps as a condition of the Section 404 permit. Those are included in the

scope as well. As-built survey will be transcribed to plan sheets by FHU and those Record Drawings will be provided to the City of Omaha, it' s partners, and the Corps, after construction is complete.

Materials testing and sheet pile observation will be performed by OA. Materials testing will include backfill and concrete testing services. Sheet pile observation is for the proposed sheet pile on the downstream side of the bridge as identified in preliminary Interim Design plans. OA will verify pile driving in accordance with conditions indicated in the plans and specifications.

Nesting Survey and Report of Findings (Optional)

If requested by the owner, in order to determine if migratory bird species are present within the project area, a nesting (bird) survey will be conducted using modified methods from NDOR's Avian Protection Plan (2011) and procedures identified by NGPC (2013).

A nesting survey will be conducted not more than 2 days before clearing and grubbing occurs. This survey will document the absence or presence of wintering and/or nesting migratory birds within the project study area. The study area includes a 0.5 mile buffer surrounding the area that will be cleared as per USFWS and NGPC guidelines. The survey will be conducted during the morning hours and consist of visually inspecting shrubs and trees suitable for nest construction. FHU staff will use binoculars, spotting scopes, and a digital SLR camera to document any nesting or roosting activity in the study area.

Information on species presence and location will be provided in a brief memo. The memo will include mapping, photographs, accounts of observed raptor activity, and recommendations of avoidance and impact minimization, if needed. FHU will immediately inform the City of LaVista the results of the survey via phone call. FHU expects to provide the memo to the City of LaVista within 24 hours of survey completion. FHU recommends immediate coordination with USFWS and NGPC should nesting birds be found within the project. At the request of the City of LaVista, FHU will call and/or email the USFWS and NGPC immediately following the survey if needed. Additional surveys, mitigation, or other tasks potentially required by the USFWS or NGPC are outside the scope of this proposal.

III. PROJECT SCHEDULE AND FEES

A. Project Schedule

A more detailed Project Schedule will be developed upon completion of the executed contract. Final design is expected to be completed by the end of January, 2016 and construction is not expected to occur until April, 2016 (provided all necessary permits have been approved).

B. Project Fees

We propose to bill for our services on the basis of hourly charge rates plus reimbursable expenses incurred not to exceed the costs in the following table:

Task 1) Final Design	$66,545
Task 2) Permitting	$36,300
Task 3) Construction Services	$39,900
Total Fees	**$142,745**

IV. ASSUMPTIONS

The following assumptions have been made in development of this scope.

1. The project will be completed in accordance with the scope outlined above and assumes a "one time design". Any modifications to the design concept after work has been completed will be considered as additional services.

2. Bid and contract documents will be prepared by the City of La Vista and/or its partners.

3. Site disturbance is expected to be less than 1 acre and will not require City of La Vista or NPDES grading permits and monitoring. Should site disturbance exceed 1 acre, FHU can provide an amendment to this scope to reflect additional services.

4. A Nationwide Section 404 permit will be required by the USACE. If the USACE should require an Individual Section 404 permit, FHU can provide an amendment to this scope to reflect additional services required to obtain the Individual permit.

5. Long term monitoring performed in accordance with conditions of a Section 404 Permit are not included in this scope; however, long term monitoring and reporting will be required to be prepared to document findings each year during the specified monitoring period. FHU can provide a separate proposal or scope amendment at the time monitoring is required to complete this task.

6. Additional services will be billed hourly.