

RESOLUTION NUMBER 7759

WHEREAS, on or about October 13, 2021, the Beatrice Airport Authority, now the City of Beatrice, Nebraska (“City”) entered into an Agreement for Professional Services with Alfred Benesch & Company (“Benesch”) for geotechnical investigation services (the “Agreement”) for the Reconstruct Taxiway “C” & Apron Project (the “Project”); and

WHEREAS, on or about March 9, 2022, the Beatrice Airport Authority, now City, entered into Amendment No. 1 with Benesch to add additional services; and

WHEREAS, on or about March 18, 2024, the City entered into Amendment No. 2 to add additional services; and

WHEREAS, on or about May 19, 2025, the City entered into Amendment No. 3 to add supplemental construction phase services; and

WHEREAS, the City of Beatrice and Benesch desire to amend the Agreement in order to add supplemental construction and special (material testing) phase services for assisting with additional observation and testing that were required during the construction phase of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute Amendment No. 4 to the Agreement dated October 13, 2021, between the City of Beatrice, Nebraska, and Alfred Benesch & Company, in order to add supplemental construction and special (material testing) phase services for assisting with additional observation and testing that were required during the construction phase of the Project. A copy of said Agreement, marked as “Exhibit A”, is attached hereto and incorporated by reference.

SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 6th day of April, 2026.

Attest:



Erin Saathoff, MMC, City Clerk



Robert Morgan, Mayor

Exhibit "An"



200 S 21st, Suite 300
Lincoln, NE 68510
www.benesch.com
P 402-479-2200

March 31, 2026

City of Beatrice
400 Ella Street
Beatrice, NE, 68310

Reference: Beatrice Municipal Airport (BIE), Beatrice, NE
Reconstruct Taxiway 'C' & Apron
AIP 3-31-0009-021
Consultant Agreement – Amendment No. 4
Add Supplemental CONSTRUCTION Phase Services, Supplemental SPECIAL (MATERIAL TESTING) Phase Services

Dear City of Beatrice:

On October 13, 2021, Alfred Benesch & Company (Benesch) entered into the [original AIP-021 contract agreement](#) with the Beatrice Airport Authority (now City of Beatrice, NE) to provide technical and professional services for the **Reconstruct Taxiway 'C' & Apron** project. The original agreement scope of work included **PRELIMINARY** and **SPECIAL (GEOTECHNICAL INVESTIGATION)** phase services.

Following the preliminary design phase of the project, Alfred Benesch & Company (Benesch) entered into [Amendment No. 01](#) with the Beatrice Airport Authority (now City of Beatrice, NE) on March 9, 2022, to add **DESIGN, BIDDING, CONSTRUCTION, CLOSEOUT, and SPECIAL (MATERIAL TESTING)** services. The **DESIGN** work took the findings of the preliminary design and analysis to formalize the design concept into final PS&E (plans/specifications/engineer's report) deliverables.

Then following the design phase of the project, Alfred Benesch & Company (Benesch) entered into [Amendment No. 02](#) with the City of Beatrice, NE, on March 18, 2024, to supplement the existing **DESIGN** services and to reduce **SPECIAL (GEOTECHNICAL INVESTIGATION)** phase services due to actual project geotechnical investigation underruns. The supplemental **DESIGN** work updated and re-issued the original Issued-For-Bid documents to accommodate the Sponsor name change (Beatrice Airport Authority to City of Beatrice).

Then on May 19, 2025, Alfred Benesch & Company (Benesch) entered into [Amendment No. 03](#) with the City of Beatrice, NE, to supplement the scope of work by adding supplemental **CONSTRUCTION** phase services for assisting with the additional anticipated observation (IFB contract calendar days vs. Amendment No. 01 assumptions) to take place during the 2025 construction season. Additionally, the amendment revised the **SPECIAL (MATERIAL TESTING)** rates from the originally anticipated 2023 construction year to the 2025 construction year.

Now, in this [Amendment No. 04](#), it is known that the City desires to supplement the scope of work by adding supplemental **CONSTRUCTION** and **SPECIAL (MATERIAL TESTING)** phase services for assisting with the additional observation and testing that were actually required during the construction phase of the project. It should be noted that additional construction observation needs are based on the contractor requiring 278 calendar days (approx. 40 weeks) to complete the work versus the allotted 182 calendar day allowance (96 calendar day overage). Benesch's construction observation contract (thru Amendment No. 03) included 26 weeks of construction phase services. Additionally, based on actual contractor work operations, extra special (material testing) phases services were required to be completed by Benesch to comply with the Quality Acceptance testing requirements included in the construction contract documents.

It is noted that liquidated damages (L.D.'s) are currently being assessed to the contractor for exceeding contract calendar day allowances associated with this Amendment No. 4. The L.D.'s currently being processed as part of the final contractor Change Order No. 3 total \$154,750.

This amendment adds the following modifications:

Modification No. 1: In SECTION 1: GENERAL,

Replace the Summary of Exhibit Attachments in its entirety and replace with the following:

Summary of Exhibit Attachments:

- **Exhibit A:** Preliminary Phase Fees (Original Contract)
- **Exhibit B:** Design Phase Fees (Amendment No. 01, Amendment No. 02)
- **Exhibit C:** Bidding Phase Fees (Amendment No. 01)
- **Exhibit D:** Construction Phase Fees (Amendment No. 01, Amendment No. 03, **Amendment No. 04**)
- **Exhibit D-1:** Closeout Phase Fees (Amendment No. 01)
- **Exhibit E:** Special Services Fees (Geotech Investigation) (Original Contract, Amendment No. 02)
- **Exhibit E-1:** Special Services (Material Testing) Phase Fees (Amendment No. 01, Amendment No. 03, **Amendment No. 04**)
- **Exhibit F:** Summary of Engineering Fees (Original Contract, Amendment No. 01, Amendment No. 02, Amendment No. 03, **Amendment No. 04**)
- **Exhibit G:** Summary of Overhead Rate (Original Contract)
- **Exhibit H:** Project Schedule (Original Contract, Amendment No. 01, Amendment No. 02)
- **Exhibit I:** Project Sketch (Original Contract, Amendment No. 01)
- **Exhibit J:** Federal Provisions (Original Contract, Amendment No. 02)
- **Exhibit K:** Material Testing Unit Rates (Amendment No. 01, Amendment No. 03)
- **Exhibit L:** Insurance Certificate (COI) (Original Contract)
- **Exhibit M:** *NOT USED (A-GIS "As-Built" Updates – Scope Items) (Original Contract)*
- **Exhibit N:** Contract Standard Terms & Conditions (Original Contract)

Modification No. 2: In SECTION 5: CONSTRUCTION PHASE, **Supplement the following scope items in the contract agreement with the following:**

- 5-1 **Project Management:** Amendment No. 04 provides consultation and advice to the Sponsor during construction for approximately **three (3) additional months** (40 actual weeks vs. 26 contracted weeks).
- 5-2 **Weekly Reports:** Amendment No. 04 **adds fourteen (14) additional weekly reports** for a revised actual total of 40 Weekly Reports.
- 5-3 **C.O.P.:** *No Supplement.*
- 5-4 **Pre-Construction Conference:** *No Supplement.*
- 5-5 **Notice To Proceed (NTP):** *No Supplement.*
- 5-6 **NPDES/SWPPP:** *No Supplement.*
- 5-7 **Change Orders/ICAs:** *No Supplement.*
- 5-8 **On-Site Observation:** Amendment No. 04 adds supplemental on-site construction observation based on the additional 96 calendar days expended (total 278 calendar days expended).
 - +96 Calendar Day Allowance At 4.0 Working Days Per Week (Mon.-Sat.) = **54 Working Days.**
 - **Man 1 (Resident Observer, E.I.):**
 - 54 Working Days x Avg. 7 Hours/Day (Mon.-Sat.) = 378 Hours. *Note that Amendment No. 4 reduces the average hours per day for the additional added days to a 7-hour limit.*
 - TOTAL HOURS: **378 Hours**
 - **Vehicle Expenses:** Actual vehicle expenses underran for the project, so a credit is reflected in the attached construction fee spreadsheet.

- 5-9 **Weekly Meetings:** Amendment No. 04 adds **nine (9) additional meetings** for a revised actual total of 17 Meetings.
- 5-10 **Pre-Pave Meetings:** *No Supplement.*
- 5-11 **Shop Drawing Review:** *No Supplement.*
- 5-12 **Buy American Review:** *No Supplement.*
- 5-13 **Contractor Progress Estimates:** Amendment No. 04 **adds 4 Progress Estimates** for a revised actual total of 12 Progress Estimates.
- 5-14 **Labor Interviews:** *No Supplement.*
- 5-15 **Payroll Record(s) Review:** Amendment No. 04 adds 96 Calendar Days (or 14 Weeks) of reviewing contractor payroll records.
- 5-16 **Field Survey (Construction):** *No Supplement.*
- 5-17 **Final Inspection:** *No Supplement.*
- 5-18 **Quarterly Performance Reports:** Amendment No. 04 adds preparation and submittal of **one (1) additional "Quarterly Performance Report"** for the project.

Modification No. 3: In SECTION 6: SPECIAL SERVICES,

At the end of the Construction Phase (Materials Testing) Special Services section, ADD the following list of additional testing completed based on actual contractor work operations in the field:

- P-501: 5 additional concrete pours (5 trips for pours, 5 trips to transport beams the day following each pour)

Modification No. 4: In SECTION 7: FEES AND CHARGES, *Section 5: Construction Phase, delete the paragraphs in their entirety and replace with the following:*

Payment for the items included in Section 5 **Construction Phase** shall be made based on direct salary, overhead costs and reimbursable expenses incurred plus a **fixed payment of \$32,176.40 (Amend. No. 01: \$19,049.43 + Amend. No. 03: \$6,511.51 + Amend. No. 04: \$6,615.46)** and subcontract costs. The schedule of charges and reimbursable expenses are shown in *Exhibit D (Amendment No. 01), Exhibit D (Amendment No. 03)* and *Exhibit D (Amendment No. 04)* attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 5 will not be greater than the "**Not-to-Exceed**" (NTE) **amount of \$299,001.00 (Amend. No. 01: \$181,129.00 + Amend. No. 03: \$61,333.00 + Amend. No. 04: \$56,539.00)**, if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in Section 1 & 5 is not exceeded. If either of these two events do not occur, the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices.



Modification No. 5: In SECTION 7: FEES AND CHARGES, *Section 6: Special Services Phase*, delete the paragraphs in their entirety and replace with the following:

Construction Phase (Materials Testing) Special Services: The anticipated services are estimated to be **\$71,883.00** as shown on *Exhibit E-1 (Amendment No. 1: \$52,683.00 + Amendment No. 03: \$13,200.00 + Amendment No. 04: \$6,000.00)*. The estimated fee amount may be increased beyond that anticipated in *Exhibit E-1 (Amendment No. 01 + Amendment No. 03 + Amendment No. 04)* if additional services are necessary beyond the scopes of work as set forth in Section 1 & 6. The Consultant must notify the Sponsor, NDOT, and FAA in writing that the testing fees are close to the limit and the project cannot be completed within the estimated fee amount. The notification shall include justification for the overrun referencing applicable tests required by the specifications and a revised *Exhibit E-1* depicting the new schedule of charges. The new schedule of charges will contain the same unit charges (rate/hour, rate/test, etc.), as provided in *Exhibit K (Amendment No. 03)* of this contract. No payment above the estimated amount shall be made without prior approval from FAA and supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices.

Modification No. 6: Add the attached pages: *Exhibit D (Amendment No. 04)* – CONSTRUCTION PHASE FEES, Pages 1 of 3, 2 of 3, and 3 of 3.

Modification No. 7: Supplement the existing *Exhibit E-1 (Amendment No. 03)* with the attached *Exhibit E-1 (Amendment No. 04)* – SPECIAL (MATERIAL TESTING) PHASE FEES, Page 1 of 1.

Modification No. 8: Delete existing *Exhibit F* and replace with attached *Exhibit F (Amendment No. 04)* – SUMMARY OF ENGINEERING FEES, Page 1 of 1.

If these modifications are acceptable, please sign below and return one (1) electronic copy to us.

Sincerely,
ALFRED BENESCH & COMPANY

Andrew Beil, P.E., Vice President

Accepted By:
City of Beatrice, Beatrice, NE

By: _____

Date: _____

4-6-26

BEATRICE MUNICIPAL AIRPORT (BIE)
BEATRICE, NE

RECONSTRUCT TAXIWAY 'C' AND APRON

EXHIBIT D

CONSTRUCTION PHASE FEES

(AMENDMENT NO. 04)

**FEE ESTIMATE
BEATRICE MUNICIPAL AIRPORT (BIE)
RECONSTRUCT TAXIWAY 'C' AND APRON
AIP 3-31-0009-021**

CONSTRUCTION PHASE

I. Direct Salary Costs			
<u>Title</u>	<u>Hours</u>	<u>*Rate/Hour</u>	<u>Cost</u>
Intern (Aviation)	16	\$23.00	\$368.00
Party Chief	0	\$38.00	\$0.00
Senior Tech/RLS	0	\$51.50	\$0.00
Design Eng. I (Aviation)	0	\$35.00	\$0.00
Design Eng. I (Aviation)	398	\$35.00	\$13,930.00
Design Eng. II (Aviation)	0	\$39.50	\$0.00
Project Eng. II (Const.)	59	\$49.50	\$2,920.50
---	0	\$0.00	\$0.00
Project Manager I (Aviation)	10	\$53.00	\$530.00
Technical Manager I (Electrical)	0	\$66.00	\$0.00
Project Manager II (Aviation)	0	\$67.00	\$0.00
Senior Project Manager (Aviation)	30	\$83.00	\$2,490.00
TOTAL HOURS:		513	
<i>*Reflects 2025 Rates</i>			Total Direct Salary Costs
			\$20,238.50
II. Direct Salary Costs			
IIA. Labor (Administrative Overhead)			
Overhead	161.50% Of Item I		\$32,685.18
IIB. Fixed Fee (Labor)			
On Direct Salary Costs & Overhead	12.50% Of Item I & IIA		\$6,615.46
IIC. Total Mark-up			
			\$39,300.64
Total Fee For Labor (Sum of I & IIC)			\$59,539.14
III. Direct Non-Salary Expenses			
IIIA. Non - Salary Expenses			
			(\$3,000.00)
IIIB. Not Used			
			\$0.00
Total Fee For Expenses (Sum of IIIA & IIIB)			(\$3,000.00)
IV. Subconsultant Fee			
Subconsultants			
			\$0.00
V. Total Fees (Sum of II, III, IV)			\$56,539.14
Cost Plus To Max (Hourly Time And Materials) -Call It			\$56,539

Project: RECONSTRUCT TAXIWAY 'C' AND APRON
Element: CONSTRUCTION

Category/Employee	ESTIMATED HOURS														Total Hours Per Employee	\$ Labor Cost TOTAL		
	2025 Rate	P.M. 5-1	Weekly Reports (+14 Total) 5-2	C.O.P. 5-3	Pre-Com/ Minutes 5-4	NTP/ Substant. Completion 5-5	NPDES/ SWPPP 5-6	C.O./ I.C.A. 5-7	On-Site Observ. 5-8	Meetings/ Minutes (+9 Total) 5-9	Pre-Pay Meeting (Concrete) 5-10	Shop DWGs 5-11	B.A. Reviews 5-12	Progress Estimates (+4 Total) 5-13			Labor Interviews 5-14	
Intern (Aviation)	\$23.00																	
Party Chief	\$38.00																	
Senior Tech/RLS	\$51.50																	
Design Eng. I (Aviation)	\$35.00		15					378						5			398	\$13,930.00
Design Eng. II (Aviation)	\$39.50		30						18					3			61	\$2,624.50
Project Eng. II (Const.)	\$49.50																	
Project Manager I (Aviation)	\$53.00	10															10	\$530.00
Technical Manager I (Electrical)	\$66.00																	
Project Manager II (Aviation)	\$67.00																	
Senior Project Manager (Aviation)	\$83.00	30															30	\$2,490.00
Tot. Man Hours Per Element		40	45					378	18					8			489	
\$ Labor Cost		\$3,020	\$2,010					\$13,230	\$891					\$324				\$19,474.50
Overhead Rate		161.50%																\$31,451.32
Fixed Fee (Labor)		12.5%																\$6,365.73
Fee for Employees		\$8,884	\$5,913					\$38,921	\$2,621					\$952				\$57,291.54
ESTIMATED EXPENSES																		
	Unit Rate																	
Vehicle Half Day	\$32.50																	
Vehicle Full Day	\$65.00																	
...																		
Mailing Costs (LPS/Frod-Ex)	\$40.00																	
Mailing Costs (\$10/Unit)	\$10.00																	
Meals (per Day)	\$40.00																	
State Fire Marshal Review Fee	\$300.00																	
Print Costs (A&D Supply)																		
Vehicle Charges (Credit)																		
Expense Costs																		(\$3,000.00)
Total Expense Fee																		(\$3,000.00)
Subconsult (-)																		
Subconsult (+)																		
Total Subconsultant Fee																		(\$3,000.00)
TOTAL FEE		\$8,884	\$5,913					\$35,921	\$2,621					\$952				\$54,291.54
CALL IT:																		

Project: RECONSTRUCT TAXIWAY 'C' AND APRON
Element: CONSTRUCTION

Category/Employee	2025 Rate	Payroll Review (+14 Weeks) 5-15	Field Survey (Control & Grade Checks) 5-16	Final Inspection/Punchlist 5-17	O.P.R (-1) 5-18	ESTIMATED HOURS										Total Hours Per Employee	\$ Labor Cost TOTAL
Intern (Aviation)	\$23.00	16														16	\$368.00
Party Chief	\$38.00																
Senior Tech/RLS	\$51.50																
Design Eng. I (Aviation)	\$35.00																
Design Eng. I (Aviation)	\$35.00																
Design Eng. II (Aviation)	\$39.50																
Project Eng. II (Const.)	\$49.50	7			1											8	\$396.00

Project Manager I (Aviation)	\$53.00																
Technical Manager I (Electrical)	\$66.00																
Project Manager II (Aviation)	\$67.00																
Senior Project Manager (Aviation)	\$83.00																
Tot. Man Hours Per Element		23			1											24	
\$ Labor Cost		\$715			\$50												\$764.00
Overhead Rate		161.50%															\$1,233.86
Fixed Fee (Labor)																	\$249.73
Fee for Employees																	\$2,247.59
ESTIMATED EXPENSES																	
	Unit Rate																
Vehicle Half Day	\$32.50																
Vehicle Full Day	\$65.00																

Mailing Costs (UPS/Fed-Ex)	\$40.00																
Mailing Costs (\$10/Unit)	\$10.00																
Meals (per Day)	\$40.00																
State Fire Marshal Review Fee	\$300.00																
Print Costs (A&D Supply)																	
Vehicle Charges (Credit)																	
Expense Costs																	
Fixed Fee Expenses - None																	
Total Expense Fee																	
Subconsult (-)																	
Subconsult (-)																	
Total Subconsultant Fee																	
TOTAL FEE																	\$2,247.59
																CALL IT:	\$2,247.00

BEATRICE MUNICIPAL AIRPORT (BIE)
BEATRICE, NE

RECONSTRUCT TAXIWAY 'C' AND APRON

EXHIBIT E-1

SPECIAL SERVICES (MATERIAL TESTING) PHASE FEES

(AMENDMENT NO. 04)

BIE Apron and TW C - Construction Material Testing (w/2025 Rates)

Item No.	Description	Units	Unit Price	Amount
I.	P-152 Subgrade Preparation			
	<i>No P-152 Supplement Per Amend. No. 04</i>			
			Red = Updated Unit Price Per Executed Amend. No. 03	
II.	P-209 Crushed Aggregate Base Course or P-219 Recycled Concrete Aggregate			
	<i>No P-209 Supplement Per Amend. No. 04</i>			
III.	P-501 PCC Pavement (5 Additional P-501 Pours: 16 In Contract, 21 Actual Pours)			
	(Five (5) Additional 4-hour trips For PCC Pavement - One Set Of 3 Beams/Trip)			
	(Five (5) Additional 2-hour trips For Concrete Specimen (Beam) Pick-up And Delivery To Lab)			
	1. Personnel - [includes air content, slump, temperature, unit weight and fabricating 3 beams per set]			
	a. Field/Lab Technician III	30.0 hr.	\$ 110.00 /hr.	\$ 3,300.00
	b. Field/Lab Technician Manager	0.0 hr.	\$ 124.00 /hr.	\$ -
	2. Flexural Strength of Concrete Beam with mold	15	\$ 94.00 ea.	\$ 1,410.00
	3. Handling For Reserve Beams (None Assumed)	0	\$ 94.00 ea.	\$ -
	4. Measure Length Of Core	5	\$ 40.00 ea.	\$ 200.00
	5. Vehicle			
	a. Daily Rate (to nearest 1/4 of day)	3.75 dy.	\$ 65.00 /day	\$ 243.75
	Coordination and Report Preparation			
	1. Personnel			
	a. Project Manager II	1.5 hr.	\$ 225.00 /hr.	\$ 337.50
	b. Field/Lab Technician Manager	4.5 hr.	\$ 124.00 /hr.	\$ 558.00
IV.	P-610 Structural Concrete (6 Additional P-610 Pours Completed: 20 In Contract, 26 Actual Pours)			
	<i>No P-610 Supplement Per Amend. No. 04 (Completed By Const. Observer On-Site)</i>			
V.	D-701 Pipe For Storm Drainage And Culverts			
	<i>No D-701 Supplement Per Amend. No. 04</i>			
VI.	D-751 Manholes, Catch Basins, Inlets and Inspection Holes			
	<i>No D-751 Supplement Per Amend. No. 04</i>			
			Estimated Supplemental Total:	\$ 6,049
			Call It:	\$ 6,000

BEATRICE MUNICIPAL AIRPORT (BIE)
BEATRICE, NE

RECONSTRUCT TAXIWAY 'C' AND APRON

EXHIBIT F

SUMMARY OF ENGINEERING FEES

(AMENDMENT NO. 04)

EXHIBIT F (Amendment No. 04)
PAGE 1 OF 1

**BEATRICE MUNICIPAL AIRPORT (BIE)
 RECONSTRUCT TAXIWAY 'C' AND APRON
 AIP 3-31-0009-021**

SUMMARY OF ENGINEERING FEES

DESCRIPTION	ORIGINAL CONTRACT FEES (Prelim, Geotech)	AMENDMENT No. 01 (Design, Bid, Const., Closeout, Testing)	AMENDMENT No. 02 (Supplemental Design)	AMENDMENT No. 03 (Supplemental Const., Testing Rate Updates)	AMENDMENT No. 04 (Supplemental Const. & Testing)	TOTAL REVISED FEES
Exhibit A						
Prelim Design	\$33,974	\$0	\$0	\$0	\$0	\$33,974
Exhibit B						
Design	\$0	\$172,069	\$8,266	\$0	\$0	\$180,335
Exhibit C						
Bidding	\$0	\$8,288	\$0	\$0	\$0	\$8,288
EXHIBIT D						
D: Construction	\$0	\$181,129	\$0	\$61,333	\$56,539	\$299,001
D-1: Closeout	\$0	\$14,011	\$0	\$0	\$0	\$14,011
EXHIBIT E						
E: Geotechnical Investigation	\$31,809	\$0	(\$3,800)	\$0	\$0	\$28,009
E-1: Material Testing	\$0	\$52,683	\$0	\$13,200	\$6,000	\$71,883
GRAND TOTAL	\$65,783	\$428,180	\$4,466	\$74,533	\$62,539	\$635,501

(F) ALL SUMM.