Agenda Item: 13.b.

Memo to the Programs, Projects, and Operations Subcommittee

Subject: West Douglas County Trail, Phase 1 & 2
Preliminary NEPA Engineering Services Agreement, Supplement No. 3

Date: April 8, 2014

By: Eric Williams, Natural Resources Planner

This resolution is for the Board to authorize the General Manager to execute the attached Preliminary NEPA Engineering Services, Supplement No. 3.

NDOR prepared a supplement to the original agreement after a scope of services and proposed fee schedule (included in the agreement) were negotiated with Fellburg Holt & Ullevig (FHU). NDOR staff assisted with reviewing cost estimates prepared by FHU, and this supplement was drafted following P-MRNRD approval of the Consultant Work Order.

Agreement costs will increase from $30,918.31 to $35,499.54, or an increase of $4,581.23. This change in project scope and document revision was in accordance with a request from NDOR. From the Consultant Work Order, “Additional documentation is necessary due to the changes in the design scope (removal of the Gardiner and Lane Street sections of Phase 1) based on 2-12-14 meeting. NDOR requested FHU to revise the CatEx document to address the change.”

This project is 100% federally funded, and does not represent an increase in budget for the District.

- It is recommended that the Subcommittee recommend to the Board that the Board adopt the resolution authorizing the General Manager to execute the attached Supplemental Agreement No. 3 between the District and FHU for Preliminary NEPA Engineering Services for the West Douglas County Trail, Phase 1 & 2 for an increase in costs not-to-exceed $4,581.23.
SUPPLEMENTAL AGREEMENT #3

PAPIO MISSOURI RIVER NATURAL RESOURCES DISTRICT
FELSBURG HOLT & Uillelig
PROJECT NO. DPU-28(87) AND DPU-28(102)
CONTROL NO. 22227 AND 22227A
WEST DOUGLAS COUNTY TRAIL PHASE 1 & 2
YMCA TO VALLEY – VALLEY TO WATERLOO

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between Papio
Missouri River Natural Resources District, Nebraska, hereinafter referred to as the Local Public
Agency or "LPA," and Felsburg Holt & Uillelig hereinafter referred to as the "Consultant."

WHEREAS, the Consultant and the LPA entered into Engineering Agreement BO1119
executed by the Consultant on December 12, 2011 and executed by the LPA on December 9,
2011, hereinafter referred to as the "Original Agreement", and a supplemental agreement
executed by the Consultant on June 22, 2012 and by the LPA on June 15, 2012, hereinafter
referred to as "Supplemental Agreement No. 1" and a supplemental agreement executed by the
Consultant on March 27, 2014 and by the LPA on March 13, 2014, hereinafter referred to as
"Supplemental Agreement No. 1", providing for NEPA engineering services for Project No. DPU-
28(87) and DPU-28(102), and

WHEREAS, it is necessary that work not contemplated in the Original Agreement,
Supplement No. 1 and Supplement No. 2, Supplement No. 3 be added under this
supplemental agreement for additional design work due to change in the scope, and

WHEREAS, it is necessary to increase the Consultant's compensation by this
supplemental agreement for the additional work necessary to complete the project, and

WHEREAS, it is the desire of the LPA that the project be constructed under the
designation of Project No. DPU-28(87) and DPU-28(102), as evidenced by the Resolution of the
LPA dated the _______________ day of __________________, 2014, attached and identified as
EXHIBIT "A" and made a part of this agreement, and

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

SECTION 1. A Written Notice-to-Proceed was issued to the Consultant on March 31, 2014 to
perform the additional work through Consultant Work Order 2. Any additional work or services
performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed
is not eligible for reimbursement.

SECTION 2. The Consultant will perform the additional work stipulated in Consultant Work Order
2, which is attached as Exhibit "B" and hereby made a part of this supplemental agreement.

SECTION 3. For the work required, Section 5 of the Original Agreement is hereby amended and
the fixed-fee-for-profit is increased from $3,524.15 to $4,055.61, an increase of $531.46. Actual
costs are increased from $27,394.16 to $31,443.93, an increase of $4,049.77. The total agreement amount is increased from $30,918.31 to $35,499.54, an increase of $4,581.23 which the Consultant must not exceed without the prior written approval of the LPA.

SECTION 4. The Consultant will be paid the additional fee on the same terms stipulated in the Original Agreement and, except as specifically amended by this supplemental agreement, all terms and conditions of the Original Agreement on Project No. DPU-28(87) and DPU-28(102), executed by the Consultant on December 12, 2011 and executed by the LPA on December 9, 2011 and Supplemental Agreement No. 1 and Supplemental Agreement No. 2 shall remain in full force and effect.
IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the firm.

EXECUTED by the Consultant this _____ day of ______________________, 2014.

FELSBURG HOLT & ULLEVIG
Kyle A. Anderson

______________________________________
Principal

STATE OF NEBRASKA } )
) ss.
DOUGLAS COUNTY )

Subscribed and sworn to before me this _____day of ______________________, 2014.

______________________________________
Notary Public

EXECUTED by the LPA this _____ day of ______________________, 2014.

PAPIO-MISSOURI RIVER NATURAL RESOURCE DISTRICT
John Winkler

______________________________________
General Manager

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

______________________________________
Date

Project No. DPU-28(87) and DPU-28(102) - 3 -
Control No. 22227 and 22227A
West Douglas County Trail Phase 1 & 2
YMCA to Valley - Valley to Waterloo

Agreement No. BO1119
Supplement No. 3
Consultant Work Order
(Local Projects)

Project No.: DPU-28-87; DPU-26-102
Contract No.: 22227; 22227A

Consultant: Felsberg, Holt & Ulleveik
LPA: Pace Missouri River NRD

All parties agree to 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.

Additional documentation is necessary due to the changes in the design scope (removal of the Gardiner and Lane Street sections of Phase I) based on 2-12-14 meeting. NDOR requested FHJ to revise the CanEx document to address the change. This includes revisions to the project description, purpose and need, any resource discussions that talked about Gardiner and/or Lane Street and updating all figures showing the original trail alignment. Further NDOR/FHJS reviews due to the changes may result in additional work.

<table>
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<th>Work Title</th>
<th>Summary of Fee</th>
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<td>A. Total Direct Labor Cost</td>
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<tr>
<td>B. Overhead (Factor * A)</td>
<td>$2,394.21</td>
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<td>C. A + B</td>
<td>$3,836.77</td>
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<td>D. Profit/fee (Factor ** x C)</td>
<td>$531.46</td>
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<td>&quot;Overhead Factor:&quot; 155.21%</td>
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<td>E. Direct Non-Labor Cost</td>
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<td>&quot;Profit/Fee Factor:&quot; 13.50%</td>
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<tr>
<td>F. Subconsultant Services</td>
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<tr>
<td>TOTAL FEE: C + D + E + F</td>
<td>$4,581.23</td>
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</tbody>
</table>

Total Fee Notes
- ESTIMATED TOTAL FEE: $4,581.23
- FINAL TOTAL FEE: $4,581.23

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

Consultant:

LPA:

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

LPS Unit Head Review (for PE Phase):

LPS Engineer or Construction Engineer (Construction Phase):

FHWA. (FHWA Approval on Full Oversight Projects Only)

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

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

OR Form 250, March 2014

EXHIBIT "B"
Date: 25 March 2014

To: Eric Williams – Papio-Missouri River Natural Resource District
    Deana McKinstry – NDOR LPD PC

From: Allison Sambol

RE: Request for Supplement
    Western Douglas County Trail NEPA Compliance,
    Project No. DPU-28(87), DPU-28(102), CN 22227; 22227A
    FHU Project No. 111170-01

A supplement to the contract is being requested for the additional documentation requirements that are necessary due to the changes in the design scope (removal of the Gardiner and Lane Street sections of Phase I). Comments received by the Design Team from NDOR LPD during the February 12, 2014 meeting are the impetus for these additional tasks which were not included in the current FHU scope. Based on these comments the Gardiner and Lane Street portions of Phase I were removed from the project.

NDOR Environmental has to submit a scope change to FHWA due to the Gardiner and Lane Street removal from the project. This may result in further comments from FHWA and may result in additional reviews and work. In the mean time, what NDOR can anticipate and have already asked us to do, is to revise the CatEx document to address the change. This includes revisions to the project description, purpose and need, any resource discussions that talked about Gardiner and/or Lane Street and updating all figures showing the original trail alignment.

Based on discussions with our staff and with you, I respectfully request for an additional 40 hours. This would allow us to complete the foreseeable and unforeseeable work (document, revisions and further review cycles) brought on by the project scope changes.

Complete Fee Estimate

FHU proposes to conduct the tasks on a time and materials basis with a not to exceed maximum of fee of $4,581.23, based on the attached hours, labor rates, and direct expenses. The fee for these additional services is intended to be in the same format as the original agreement. (Actual Cost plus Fixed Fee) of actual hourly rate x overhead (155.21) x fixed fee (13.50).
# NEPA SERVICES

## Consultant’s Estimate of Hours

### Exhibit B

**Project Name:** CE for Western Douglas Co Trail - Valley to Waterloo-Ph

**Project Number:** DPU 9618 (PH) DPU 12349 (IM)

**Control Number:** 22227A/22227A

**Location (City, County):** Valley to Waterloo: Douglas County

**Firm Name:** Felsburg Holt & Ullvest

**Consultant Project Manager:** Alphon Sanyer

**Contact Person:** BS 4546 4567 Alphon Sanyer@law.com

**LPA Responsible Charges:** Eric Williams, PACE Resource (Auto MID)

**Phone:**

**Email:**

**NDNR Project Coordinator:** Shane McDermott

**Phone:** 543-456-7890 Shane.McDermott@ndnr.state.gov

**Date:** March 25, 2014

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### Tasks and Personal Classifications

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<th>PR</th>
<th>SENV</th>
<th>SENGS</th>
<th>ENGS</th>
<th>ENGSSE</th>
<th>ENGSF</th>
<th>ES</th>
<th>ADM</th>
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<td>1.3 Independent Evaluation Letter for TEE Services</td>
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<td>1.4 New Resubmittal Narrative Review and Letters</td>
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### Classifications

- **PR** = Principal
- **SENG** = Senior Environmental Scientist
- **ENGS** = Engineer
- **ENGSSE** = Senior Environmental Scientist
- **ENGSF** = Engineer (Field)
- **ES** = Environmental Scientist
- **ADM** = Administrative
- **DES** = Designer/Technician

* 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 “UDD” with an abbreviation (ex. SENG) and replace “User Defined 1” with the corresponding title (ex. Graphic Artist). Once the user-defined classifications are added, they will automatically update the Estimate of Hours table as well as the remaining sheets.

---

Consultant ICE for NEPA Services

Estimate of Hours

Exhibit B

Page 1 of 3

**EXHIBIT "B"**

Page 3 of 7
# NEPA SERVICES
## Direct Expenses

### Project Information
- **Project Name:** CE for Western Douglas Co Trail-Valley to Waterloo-Ph 1 & 2
- **Control Number:** 2288.0015
- **Location (City, County):** Waterloo, Douglas County
- **Fire Name:** Hesburg Holt & McCrady
  - **Consultant Project Manager:** Alton Serban
  - **LPA Responsible Change:** Faith Mellath, Faith Melathan/MWD
  - **H2ORP Project Coordinator:** Dana Matherly
  - **Date:** March 28, 2014

### Subcategories
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<td>Ink Cartridges</td>
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<td><strong>Other Miscellaneous Fees</strong></td>
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<td><strong>TOTAL DIRECT EXPENSES</strong></td>
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<td>$1,135.00</td>
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### 2017 Standard Rates

#### Type | Rate
--- | ---
Company Automobile | Per hour as established by the IRS, currently $27.51/mile
Survey Services | Per hour as established by the IRS, currently $25.50/mile
Color Cartridges | Actual reimbursable cost
Exterior/Interior Cleaning/Storage | Actual reimbursable cost
Equipment | Actual reimbursable cost
Printing, Q建国, office supplies, etc. | Actual reimbursable cost
Automobile Rental | Actual reimbursement amount to employee not to exceed rates for company vehicles
Airfare | Actual reimbursement amount to employee not to exceed rates for company vehicles
Lodging | Actual reimbursement amount to employee not to exceed rates for company vehicles

#### States:
- **Iowa**
  - Directors: $15.00
  - Regular: $11.00
- **Douglas County**
  - Directors: $13.00
  - Regular: $8.00
- **Nebraska**
  - Directors: $10.00
  - Regular: $6.00
- **Total**: $15.00
### NEPA SERVICES
#### Project Cost

**Project Name:** CE for Western Douglas Co Trail-Valley to Waterloo-Ph 1&2  
**Control Number:** DPU-2947, DPU-03 (180)  
**Location (City, County):** Iowa City, Linn County  
**Firm Name:** Felsburg Holt & Ullevig

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<th>Personnel Classification</th>
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**Direct Expenses:**  
**Amount:**
- Software: $14,490.00
- Training: $99.00
- Other Miscellaneous: $113.30
**TOTALS:** $15,662.30

**Total Project Cost:** $14,061.75

Consultant ICE for NEPA Services  
Project Cost  
Page 3 of 6  
EXHIBIT "B"  
Page 7 of 7
RESOLUTION
PRELIMINARY ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 3 – BO1119
PAPIO-MISSOURI RIVER NRD
Resolution No. ____________

Whereas: Papio-Missouri River NRD and Felsburg Holt & Ullevig, have previously executed a Preliminary Engineering Services Agreement (BO1119) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: Papio-Missouri River NRD understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

Whereas: Papio-Missouri River NRD and Felsburg Holt & Ullevig wish to enter into a preliminary engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the Board of Directors of Papio-Missouri River NRD, Nebraska that:

John Winkler, General Manager of the Papio-Missouri River NRD, Nebraska is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 3 between the Papio-Missouri River NRD and Felsburg Holt & Ullevig

Papio-Missouri River NRD is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Agreements.

NDOR Project Number: DPU-28(87) and DPU-28(102)
NDOR Control Number: 22227 and 22227A
NDOR Project Description: West Dodge County Phase 1 and Phase 2
YMCA to Valley – Valley to Waterloo

Adopted this ______ day of ____________, 2014 at ___________________ Nebraska.

The Board of Directors of the Papio-Missouri River NRD, Nebraska:

__________________________________________
__________________________________________
__________________________________________

Board/Council Member ________________________
Moved the adoption of said resolution

Member ________________________ Secended the Motion
Roll Call: ______ Yes ______ No ______ Abstained ______ Absent
Resolution adopted, signed and billed as adopted

Attest:

__________________________________________
Signature

EXHIBIT "A"