

Agreement No.	BK2436-002
Effective (NTP) Date	
Supplement Amount	\$286,500.00
Total Agreement Amount	CPFF \$313,900.00

PROFESSIONAL SERVICES AGREEMENT SUPPLEMENT NO. 2

CITY OF BLAIR
FELSBURG HOLT & ULLEVIG
PROJECT NO. DPS-89(34)
CONTROL NO. 22923
BLAIR NORTH BYPASS

THIS SUPPLEMENTAL AGREEMENT is between the City of Blair ("LPA") and Felsburg Holt & Ullevig ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on May 28, 2024 and Supplemental Agreement #1 executed by LPA on August 18, 2024, for Consultant to provide Preliminary Engineering Services for LPA's project, and

WHEREAS, it is necessary that services as outlined in Exhibit "A" be added under this Supplemental Agreement, and

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

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. DPS-89(34) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "C" and incorporated herein by this reference.

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

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in Exhibit "A", Scope of Services, and Exhibit "B", Consultant's Fee Proposal, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

- 2.1 LPA will issue Consultant a written Notice-to-Proceed upon full execution of this Supplemental Agreement. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement, and this Supplemental Agreement by August 31, 2030.

SECTION 3. FEES AND PAYMENTS

Section 2 in Exhibit "C" of the Original Agreement is hereby amended in accordance with Exhibit "B" and as shown below.

Previous Amount*	This Supplement Amount	Amended Agreement Amount	
\$ 8,305.86	\$ 83,930.80	\$92,236.66	For actual direct labor costs
\$ 16,248.93	\$172,922.07	\$189,171.00	For indirect labor costs & direct expenses
\$ 2,845.21	\$ 29,647.13	\$32,492.34	For a fixed fee for profit
\$27,400.00	\$286,500.00	\$313,900.00	Total agreement amount

*includes all prior supplements

SECTION 4. CONFIDENTIAL INFORMATION

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

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

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

SECTION 6. CERTIFICATION BY LPA

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

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

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

SECTION 7. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

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

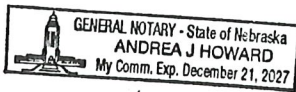
EXECUTED by the Consultant this 12 day of MAY, 2026.

FELSBURG HOLT & ULLEVIG
Matt McFadden MARK MEISNER FOR MATT MCFADDEN

[Signature]
Principal

STATE OF NEBRASKA)
)ss
DOUGLAS COUNTY)

SUBSCRIBED AND SWORN to before me this 12th day of May, 2026.



[Signature]
Notary Public

EXECUTED by LPA this _____ day of _____, 20____.

CITY OF BLAIR
Mindy Rump

Mayor

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

Template: T-SOS-TEMPLATE.docx

CORRIDOR/ ALIGNMENT STUDY
Project Name: Blair North Bypass
Project No.: DPS-89(34)
CN: 22923

A. OVERVIEW OF THE WORK

This work is defined as professional and technical efforts required to provide engineering location studies of alternate corridors which may include feasibility studies, corridor alternatives analysis, preparation of design assumptions, corridor study report and participation in public information meetings and location public hearings.

The primary objective of the corridor study is to determine the preferred concept and location for a new roadway alignment.

The scope of work for this project includes the determination and evaluation of alternative alignment concepts, determination of estimated construction costs for each alternative, environmental review, and public involvement. More specifically;

1. Collect and review information provided by the City of Blair, Washington County, and State of Nebraska.
2. Make field trips to the corridor to review the project location and site specific conditions, and collect information. Assume three (3) site visits.
3. A desktop review of resources will be completed prior to the site visit. The desktop review will include the following resources: Section 4(f)/6(f), farmland, wild and scenic rivers, floodplains, wetlands/waters of the US, farmed wetlands, impaired waters, threatened and endangered species, historic properties, hazardous materials, detour, and airports. Based on information obtained from the desktop review, investigate impacts to environmentally sensitive sites or areas that may be affected by the various alignments being considered, determine additional alignment alternatives that avoid or minimize environmental impacts and satisfy applicable design standards.
4. Meet with city and county officials and with other agencies deemed necessary to gather initial input. Assume three (3) meetings. Consultant shall prepare and distribute minutes of the meetings.
5. The Consultant will compile and analyze existing and forecast traffic conditions to support evaluation of bypass alignment alternatives and associated intersection concepts. Work will include: (1) obtaining and summarizing the most recent available traffic counts (turning movements where available) at two (2) key study intersections and along primary affected corridors; (2) completing an origin-destination (O/D) assessment using Replica and/or StreetLight (or equivalent) data to understand trip patterns, external through trips, and potential diversion to a north bypass; (3) developing future-year traffic volumes by coordinating with the Metropolitan Area Planning Agency (MAPA) to obtain adopted model inputs, growth assumptions, and horizon-year projections; (4) preparing forecast ADTs and peak-

- hour volumes on the proposed bypass alternatives and estimating traffic redistribution/diversion impacts on other impacted roadways and intersections (e.g., US-30, US-75, and local collectors/arterials as applicable); and (5) documenting methods, assumptions, and results in a concise memorandum and providing traffic volume exhibits suitable for inclusion in the Corridor Study Report.
6. Develop preliminary typical sections, major drainage features, and alignment alternatives based on information gathered from the City, State or others, data collected in the field, engineering analysis, and from public input. The Consultant shall use LiDAR, USGS maps, as-built plans, aerial photos, field observations, or any other available information to perform the preliminary concept development. Field survey work is not a part of this study.
 7. Evaluate the existing floodplain and impacts that each proposed alternative would have.
 8. Evaluate the existing intersections and impacts that each proposed alternative would have.
 - a. Evaluate existing intersections and prepare proposed intersection layouts to develop a preliminary access management plan.
 - b. Up to three (3) intersections alternatives will be developed for the proposed intersection with US-30.
 - c. Up to three (3) intersections will be developed for the proposed intersection with US-75.
 9. Determine preliminary bridge concepts including length and width for any structures deemed necessary. The bridge features will be shown on the roadway profile sheet. The type, size, and location drawing will be prepared in a subsequent design phase.
 10. Participate in one (1) public meeting by preparing and setting up displays, making a presentation, if necessary, and answering questions. Displays may include a project location map, aerial plan views of the alternative routes, typical sections, wetlands, floodplains, archeological and historical features, any other environmentally sensitive areas or sites, and other displays, as appropriate.
 11. Complete a wetland/ waters of the united states determination (desktop review with windshield survey) and prepare document in accordance with the NDOT Wetland and Water Resource Procedure Document found at https://dot.nebraska.gov/media/113469/wrrpd_manual_combined.pdf. Consultant shall prepare documents according to NDOT procedures (April 2020).

Consultant may create wetland .dgn file to be used in E (aerial) plan sheets to show any sensitive areas identified in the desktop review. This effort may include creating a .dgn file and labeling the wetlands/water resources.
 12. Determine approximate construction item quantities for all major items on all alternatives carried forward with this study. In addition, estimate the cost of all ROW takings and major utility impacts.
 13. Prepare a planning level alternatives analysis to support the Corridor / Alignment study. Analysis will include screening alternatives with quantitative and qualitative criteria. The alternatives analysis will facilitate the decision-making process as well

as provide documentation for potential future project development.

14. Project Management – to monitor staffing, schedules and budgets. Overall project coordination.

B. QUALIFICATIONS, KNOWLEDGE AND EXPERIENCE

1. All work shall be completed by or under the direct supervision of a Nebraska licensed professional civil engineer. The consultant firm shall use engineers experienced with all aspects of roadway design related to the services to be provided.
2. The Consultant shall have a working knowledge of and use, when applicable, the following non-exclusive list of references:
 - a. A Policy on Geometric Design of Highways and Streets 2018 (AASHTO)
 - b. Access Control Policy to the State Highway System, 2024 (or latest) (NDOT)
 - c. Americans with Disabilities Act Accessibility Guidelines
 - d. Design Process Outline (NDOT)
 - e. Drainage Design & Erosion Control Manual, 2006 (or latest) (NDOT)
 - f. Highway Capacity Manual 7th Edition (HCM2022), Transportation Research Board
 - g. Local, State and federal laws and regulations that pertain to roadway design
 - h. Nebraska Minimum Design Standards – Counties, Municipalities, State - 2016 (or most current) (Nebraska Administrative Code Title 428; Rules and Regulations of the Board of Public Roads Classifications and Standards
 - j. National Environmental Protection Act (NEPA) process
 - k. Preliminary Survey Manual (NDOT)
 - l. Roadside Design Guide, 2018 (AASHTO)
 - m. Roadway Design Manual, 2022 (or latest) (NDOT)
 - n. Standard and Special Plans Manual (NDOT)
 - o. Standard Specifications for Highway Construction 2017 (or latest edition) (NDOT)
 - p. Traffic Control Devices Handbook, 2013 (or latest) (ITE)
 - q. United States Access Board Guidelines, Standards, and Publications
3. The Consultant staff shall have knowledge of the NEPA process, and experience in providing information necessary for completing NEPA documents for a highway improvement project.

C. SOFTWARE AND EQUIPMENT REQUIREMENTS

1. The Consultant's design and drafting software and design files must be compatible with NDOT's design and drafting software. Information on NDOT's design protocol can be found on NDOT's website on the Roadway Design page; <http://dot.nebraska.gov/business-center/design-consultant/>.
2. The Consultant's design must be accomplished using OpenRoads Designer software that is current to what is in use by NDOT. The consultant's design must follow NDOT's drafting procedures, guidelines, and file naming convention using the appropriate version of MicroStation CAD software. Consultant's use of an earlier version of design or CAD software may be approved for specific activities with written permission by NDOT and at NDOT's sole discretion.
3. In many cases, projects will require that a 3D model be generated using OpenRoads technology.
4. Reports and documents must be submitted in a form compatible with Microsoft Office products unless otherwise directed.
5. The Consultant will provide all software and computer equipment required to complete the work.

D. EXPECTATIONS FOR THE DELIVERABLES

1. The consultant shall provide NDOT a report, including conceptual plans and estimates for each alternative as well as identifying the recommended alternative. The Consultant shall seal and sign the final report and applicable deliverables in accordance with the Nebraska Engineers and Architects Regulation Act.
2. Submittals will be reviewed and approved by the City of Blair, and NDOT. Consultant shall address all issues raised by the City and NDOT's review and make all necessary changes to the work. Consultant shall prepare and submit a draft and final corridor report describing the study findings including;
 - a. Description of all final alternative alignments
 - b. Engineering analysis and comparison of alternatives costs
 - c. Recommendations or reasons for choosing the preferred alternative
 - d. Plan and profile sheets
 - e. Preliminary access management plan.
 - f. A brief description of each of the preliminary alignments that were considered and reasons why each was eliminated will also be included in the report.
3. This report shall also include information regarding:
 - a. traffic volumes
 - b. existing alignment conditions

- c. design standards
 - d. typical sections
 - e. property takings
 - f. brief general discussion of major environmental impacts
 - g. other information relevant to this project.
4. Upon completion of the City and NDOT review comments, if any, the consultant will provide final submission of the Corridor Study Report.
 5. Meeting agenda and minutes

E. SCHEDULE

- | | | |
|----|----------|---|
| 1. | 5/01/26 | Notice to Proceed |
| 2. | 8/21/26 | Progress Meeting to Review Alternatives |
| 3. | 10/16/26 | Submit Draft Report |
| 4. | 11/06/26 | Receive Comments |
| 5. | 12/04/26 | Submit Final Report |

Staffing Plan (CPFF)

Corridor/Alignment Study

Project Name: Blair North Bypass
 Consultant: Felsburg Holt & Ullevig
 Consultant PM: Matt McFadden, 402-445-4405, matt.mcfadden@fhueng.com
 LPA RC: CJ Heaton, 402-426-6695, cheaton@blairne.gov
 NDOT PC: Amy Christensen, 402-479-4637, Amy.Christensen@nebraska.gov
 Date: _____

Project Number: DPS-89(34)
 Control Number: 22923
NEBRASKA
 Good Life. Great Journey.
 DEPARTMENT OF TRANSPORTATION

#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SENV	Sr. Environmental Scientist
2	PM	Program Manager	7	ENV	Environmental Scientist
3	SENG	Sr. Engineer	8	PLN	Planner
4	ENG	Engineer	9	ADM	Administrative
5	SDES	Sr. Designer	10	PIS	Public Information Specialist

Overhead Rate^[1]
199.35%
Fee for Profit Rate^[2]
11.80%
FCCM (if applicable)
1.44%

BLENDED RATES TABLE

Template: T-WB-Generic Fee Proposal (rev 07-22-2024) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Principal			
<u>Matt McFadden</u>	<u>Principal</u>	<u>\$99.52</u>	<u>100%</u>
		Blended Rate:	\$99.52
Program Manager			
<u>Matt McFadden</u>	<u>Principal</u>	<u>\$99.52</u>	<u>20%</u>
<u>Brandon Vacek</u>	<u>Engineer IV</u>	<u>\$47.12</u>	<u>80%</u>
		Blended Rate:	\$57.60
Sr. Engineer			
<u>Adam Denney</u>	<u>Principal/Senior Traffic Engineer</u>	<u>\$83.17</u>	<u>50%</u>
<u>Dave Lampe</u>	<u>Principal/Senior Drainage Engineer</u>	<u>\$97.60</u>	<u>50%</u>
		Blended Rate:	\$90.39
Engineer			
<u>Brandon Vacek</u>	<u>Engineer IV</u>	<u>\$47.12</u>	<u>10%</u>
<u>Dan Barth</u>	<u>Engineer V</u>	<u>\$67.31</u>	<u>10%</u>
<u>Brooke Barrett</u>	<u>Engineer IV</u>	<u>\$56.49</u>	<u>10%</u>
<u>Connor Gilinski</u>	<u>Engineer IV</u>	<u>\$57.21</u>	<u>10%</u>
<u>Ryan Eberline</u>	<u>Engineer I</u>	<u>\$37.50</u>	<u>10%</u>
<u>Peyton Weiss</u>	<u>Engineer II</u>	<u>\$40.14</u>	<u>10%</u>
<u>Tom Loseke</u>	<u>Engineer II</u>	<u>\$39.18</u>	<u>10%</u>
<u>Kyle Hall</u>	<u>Engineer IV</u>	<u>\$55.28</u>	<u>10%</u>
<u>Rebekah DeFusco</u>	<u>Engineer III</u>	<u>\$46.63</u>	<u>10%</u>
<u>Brad Hartmann</u>	<u>Engineer IV</u>	<u>\$53.46</u>	<u>10%</u>
		Blended Rate:	\$50.03
Sr. Designer			
<u>Brian Moffatt</u>	<u>Senior Designer</u>	<u>\$61.75</u>	<u>80%</u>
<u>Zach Topoleski</u>	<u>Senior Graphics Designer</u>	<u>\$52.50</u>	<u>20%</u>
		Blended Rate:	\$59.90
Sr. Environmental Scientist			
<u>Allison Sambol</u>	<u>Principal/Senior Environmental Scientist</u>	<u>\$85.58</u>	<u>100%</u>
		Blended Rate:	\$85.58
Environmental Scientist			
<u>Kody Unstad</u>	<u>Environmental Scientist V</u>	<u>\$56.73</u>	<u>50%</u>
<u>Katy Krager</u>	<u>Environmental Scientist I</u>	<u>\$38.22</u>	<u>50%</u>
		Blended Rate:	\$47.48
Planner			
<u>Greg Youell</u>	<u>Senior Transportation Planner</u>	<u>\$62.60</u>	<u>50%</u>
<u>Nabhan Al Hajri</u>	<u>Transortation Planner I</u>	<u>\$37.98</u>	<u>50%</u>
		Blended Rate:	\$50.29
Administrative			
<u>Andrea Howard</u>	<u>Administrative Assistant</u>	<u>\$31.75</u>	<u>100%</u>
		Blended Rate:	\$31.75
Public Information Specialist			
<u>Amanda Denning</u>	<u>Community Engagement Specialist</u>	<u>\$51.20</u>	<u>30%</u>

BLENDED RATES TABLE

Template: T-WB-Generic Fee Proposal (rev 07-22-2024) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Peyton Saar	Communications Coordinator	\$29.50	70%
	Blended Rate:	\$36.01	

Estimate of Hours

Corridor/Alignment Study

Project Name: Blair North Bypass _____ **Project Number:** DPS-89(34) _____
Consultant: Felsburg Holt & Ullevig _____ **Control Number:** 22923 _____
Consultant PM: Matt McFadden, 402-445-4405, matt.mcfadden@fhueng.com _____
NDOT PC: Amy Christensen, 402-479-4637, Amy.Christensen@nebraska.gov _____
Date: _____

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG	SDES	SENV	ENV	PLN	ADM	PIS	Total
A. Corridor Study	13	180	135	629	208	57	64	99	8	83	1476
1. Data Collection		4	4	4		4	4	4			24
2. Site Visit		12	12	24		4	4	4			60
3. Environmental Review						8	24				32
4. Meetings	3	9	9	9		9		3		3	45
5. Traffic Analysis			40	220	20			40			320
6. Alternative Design											
a. Typical Sections		4		4	4						12
b. Drainage Design/Review			8	32							40
c. Horizontal Alignment		8		16	16						40
d. Vertical Alignment		4		8	16						28
e. Preliminary Cross Sections		16		80	40						136
f. Conceptual Plan Production		4		40	40						84
7. Evaluate floodplain impacts			14	88							102
8. Evaluate intersection alternatives		16	16	40	40						112
9. Evaluate bridge alternatives			16	24							40
10. Public Information Meeting		24	8	24	16	16		8	8	80	184
11. Wetland determination						16	32				48
12. Cost Estimates		1		16	16						33
13. Planning level alternatives analysis		4	8					40			52
14. Project Management	10	74									84
Total Days	1.63	22.5	16.9	78.6	26	7.13	8	12.4	1	10	185
Total Hours	13	180	135	629	208	57	64	99	8	83	1,476.0

Direct Expenses**Corridor/Alignment Study**

Project Name: Blair North Bypass
 Consultant: Felsburg Holt & Ullevig
 Date: _____

Project Number: DPS-89(34)
 Control Number: 22923

Subconsultants:			Amount
none			
Subtotal			
Printing and Reproduction:	Qty	Unit Cost	Amount
5,000 black & white prints	5000	\$0.12	\$600.00
2,000 color prints	2000	\$0.12	\$240.00
20 displays, 40" x 32" @ \$17/board	20	\$17.00	\$340.00
Subtotal			\$1,180.00
Mileage/Travel:	Qty	Unit Cost	Amount
6 trips project site from Omaha Office, 60 miles round trip	360	\$0.700	\$252.00
3 trips from Lincoln Office, 150 miles round trip	450	\$0.700	\$315.00
Subtotal			\$567.00
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Traffic Counts (Turning Movement)	2	\$1,000.00	\$2,000.00
Traffic Counts (ADT)	2	\$300.00	\$600.00
Miscellaneous postage, mailings, deliveries, etc.	1	\$50.42	\$50.42
Subtotal			\$2,650.42
TOTAL DIRECT EXPENSES			\$4,397.42

