




LOWER PLATTE SOUTH natural resources district

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Memorandum

Date: June 11, 2021

To: Urban Subcommittee

From: Jared Nelson, District Engineer 

Subject: Urban Subcommittee Meeting Minutes – June 2021

The Urban Subcommittee met virtually at 5:30pm, on Thursday, June 10, 2021. Subcommittee members participating included Tom Green, Gary Aldridge, Bob Andersen, Christine Lamberty, Luke Peterson, and Ray Stevens. Others participating included NRD staff Paul Zillig, Dave Potter, Mike Murren, Al Langdale, Tracy Zayac and Jared Nelson; and Lindy Rogers with FYRA Engineering. Director Green called the meeting to order at 5:31pm, and gave a brief welcome before reviewing the agenda. There were two items the Subcommittee took action on, as well as a project update given, as described below.

(a.) Consideration of contract modifications with FYRA for the Salt Creek Levee Penetrations Repair – STA 347+15R Project – First, Al Langdale gave a description of the project where FYRA Engineering is under contract and has been designing the 42” CMP pipe penetration repair at Salt Creek Levee near STA 347+15R (behind Super Saver). Langdale explained that due to the US Army Corps of Engineers (USACE) taking a long time on permitting, as well as a change in pipe material type, FYRA has provided the attached letter and proposed Amendment (#1) for an additional \$10,963 to cover changes to the original scope of work. The Subcommittee reviewed and discussed the amendment, with staff and Lindy Rogers responding to questions.

It was moved by Andersen, seconded by Peterson, and approved by the Subcommittee (with Green, Andersen, Lamberty, Peterson, and Stevens voting yes, and Aldridge voting no) to recommend that the Board of Directors approve Amendment #1 to the Professional Services Agreement between FYRA Engineering and LPSNRD, in an amount not to exceed \$10,963, for additional services for the Salt Creek Levee Penetrations Repair – STA 347+15R project.

(b.) Consideration of contract modifications with FYRA for the Salt Creek Levee Penetrations Repair – 4 Pipes Project – Next, Jared Nelson gave a description of the project to repair four pipes, which is currently wrapping up construction with HR Bookstrom as the Contractor, and FYRA Engineering under contract for engineering and construction phase services. This project addresses four pipes through the Levee at Stations: 67 + 15L, 67 + 45R, and 131 + 50L. Nelson described how similar to the previously discussed project, this project had the same out of scope issues regarding permit delays and additional permitting requirements by USACE. Nelson and Rogers also explained how this project had unforeseen issues arising during construction which FYRA worked to resolve. Nelson referred to the attached letter and proposed

Amendment (#1), from FYRA, for an additional \$12,476 to cover changes to the original scope of work. The Subcommittee reviewed and discussed the amendment, with staff and Lindy Rogers responding to questions.

It was moved by Stevens, seconded by Lamberty, and approved by the Subcommittee (with Green, Andersen, Lamberty, Peterson, and Stevens voting yes, and Aldridge voting no) to recommend that the Board of Directors approve Amendment #1 to the Professional Services Agreement between FYRA Engineering and LPSNRD, in an amount not to exceed \$12,476, for additional services for the Salt Creek Levee Penetrations Repair – 4 Pipes project.

(c.) Reports – Finally, a report was given to the Subcommittee by staff on the Deadmans Run Flood Reduction project and the progress of the physical Flume model UNL has built and is running water now.

There being no further business the meeting adjourned at approximately 6:00 pm.

JN/jn





18 May 2021

Lower Platte South Natural Resources District (LPSNRD)
Attn: Mr. Paul Zillig and LPSNRD Board of Directors,
3125 Portia Street
Lincoln, NE 68521

Re: Salt Creek Penetration Repair – Sta 347+15 R

Dear Mr. Zillig and Board of Directors,

This letter is a proposed amendment to the contracted fee for the above referenced contract with FYRA Engineering and offers an opportunity to document scope items that have changed since the original contract was executed.

The original contract total for this project was \$33,325.00 (dated 18 October 2018) included project management, preliminary design, permitting, final design, bidding, and construction observation services. Since that original contract, several items have led to changes to the original scope of work.

1. During the **final design phase**, on-going coordination with the USACE for 408 approval was more substantial than anticipated. The USACE was going through changes with their 408 staff and coordination was required with many different people before a final 408 approval was received. Coordination included sending hardcopies of the construction plans and specifications several times, and repeated phone calls and emails to USACE staff. The original 408 documentation was submitted to the USACE in October 2019 and the final 408 approval was issued in April 2021.
2. During the **permitting phase**, out of scope work included preparing NEPA documentation reports for each of the site for USACE regulatory division. The NEPA documentation report was a new 408 requirement that was implemented after the original contract was started for this project.
3. During the initial project scoping phase, it was assumed that the culvert would be able to be rehabilitated with non-invasive methods. After the preliminary design and alternatives assessment was completed and new information was reviewed (site surveys around and inside of the culvert), it was determined that the best method of repair was a full removal and replacement of the culvert. The original contract assumption was that construction would take no longer than two weeks and that part time observation would be sufficient. A full cut and cover culvert removal and replacement project requires more observation and earthwork testing, especially on a levee culvert. It is anticipated that the contract timeline will be closer to seven weeks than the original two, and that more time each day would be needed by FYRA staff during that seven-week period.



There was additional/out of scope work in the preliminary design phase (doing an alternatives analysis on several different replacement materials once it was determined the culvert could not be rehabilitated) that FYRA completed that we are not requesting additional funds for. We understand that FYRA has a responsibility when it comes to project overages as well.

District Staff anticipates putting this work out for bid so that construction begins in October 2021 since removing a levee during flood season (1 April to 1 October) is not allowable. FYRA Engineering is requesting a contract amendment of \$10,963 taking the total contracted price to \$44,288.

Sincerely,

A handwritten signature in black ink that reads "Lindy Rogers". The signature is written in a cursive, flowing style.

Lindy Rogers, PE



PROFESSIONAL SERVICES AGREEMENT – AMMENDMENT I

PROJECT: Salt Creek Penetration Repair – Sta 347+15 R FYRA Engineering, LLC JOB #: 002-18-01
CLIENT: Lower Platte South NRD
ADDRESS: 3125 Portia Street, Lincoln, NE 68521
CONTACT: Al Langdale TEL: 402.476.2729 FAX: 402.476.6454
CONSULTANT: FYRA Engineering, LLC
ADDRESS: 12702 Westport Parkway, Suite 300, Omaha, NE 68138
CONTACT: Lindy Rogers, P.E. TEL: 402.502.7131 FAX: 402.932.6940
AMMENDMENT DESCRIPTION: Preliminary Design, wetland delineation, permitting, final design and construction services for the repair of 1 (one) levee penetration

[X] SCOPE OF SERVICES (See Attachment) [] SCHEDULE (See Attachment)

COMPENSATION:

The total compensation under this Ammendment shall not exceed the dollar amount indicated herein.

[] LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____.

TIME AND MATERIALS. Compensation for these services will not exceed \$ 10,963 without written authorization and will be based on the following option (per the attached Budget or List of Hourly Rates), and Reimbursable Expenses based on actual costs incurred and approved by FYRA Engineering, LLC and as authorized in writing by Client. The total contract amount shall be amended to \$44,288 to reflect the difference between the

[X] amended scope of services and amount remaining in the existing contract as of the date of amendment execution.

[] Subconsultant's Direct Job Wages times a factor of _____ [X] Budget/List of Subconsultant's Hourly Rates.

COST PLUS FIXED FEE. Compensation for these services shall be Subconsultant Cost plus a fixed professional fee, including Reimbursable Expenses.

[] The estimated compensation for services is \$_____ plus a fixed fee of \$_____ for a total of \$_____.

COMPENSATION DETAIL (See Original Agreement)

SCHEDULE OF PAYMENTS (See Original Agreement)

SERVICES AUTHORIZED BY: [] Execution of Agreement or [X] Amendment(s) and/or NTP

EXECUTION: Execution of this amendment by duly authorized representatives of FYRA Engineering, LLC and CLIENT, including FYRA Engineering LLC's original contract with the client including all Standard Conditions and any attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Amendment is valid upon signature by both parties.

CONSULTANT: FYRA Engineering, LLC CLIENT: Lower Platte South NRD
BY: Melinda C Rogers, P.E. BY: Paul Zillig

SIGNATURE: [Handwritten Signature] SIGNATURE:
TITLE: Owner/Project Manager TITLE: General Manager
DATE: 7 June 2021 DATE:



Salt Creek Levee Repair Projects

B.





18 May 2021

Lower Platte South Natural Resources District (LPSNRD)
Attn: Mr. Paul Zillig and LPSNRD Board of Directors,
3125 Portia Street
Lincoln, NE 68521

Re: Salt Creek Penetration Repairs

Dear Mr. Zillig and Board of Directors,

This letter is a proposed amendment to the contracted fee for the above referenced contract with FYRA Engineering and offers an opportunity to document scope items that have changed since the original contract was executed.

The original contract total for this project was \$50,070 (dated 29 November 2017) included project management, preliminary design, permitting, final design, bidding, and construction observation services. Since that original contract, several items have led to the project currently being over the contracted amount. An explanation of these items is as follows:

1. During the **preliminary design and final design phases**, guidance was given on the original scope of work and the preliminary design by the previous District Engineer. It was decided that the penetrations/culverts should be extended further into Salt Creek to allow for better maintenance of the culverts. Plans, design memorandums, and Flood Plain Development Permits were prepared showing extensions on all the culverts.
 - a. In May 2018, the final design plans and specifications were submitted to the USACE for 408 review/approval. 1 year later, in April 2019, the USACE responded. Multiple attempts and additional time was spent by FYRA Engineering to get updates on the project status of the permit.
 - b. At that time, the District had a new District Engineer and FYRA reviewed the final design with that Engineer. After further researching the intent of the original USACE design through design memorandums and as-builts (that were not previously supplied to FYRA Engineering) it was determined that extending the culverts would cause encroachments into the original channel cross section and may cause future problems if a channel rehabilitation/modification project were to ever occur in the system. FYRA Engineering adjusted all the final design plans, quantities, design memorandums and permitting documents to reflect the changes in the design. FYRA also adjusted the flood plain development permits for each site to reflect the updated design.
2. During the **permitting phase**, out of scope work included preparing NEPA documentation reports for each of the site for USACE regulatory division, and adjustments to the 404 permit documents for the updated design. The NEPA documentation report was a new 408 requirement that was implemented after the original contract was started for this project.



3. During the **construction phase** there were a few items that have added additional time requirements for FYRA Engineering staff.
 - a. It was understood during the contract development phase that the LPSNRD had easements to access all sites. It was later determined that one of the sites (131+50L) required coordination with BNSF for site access. Coordination with the railroads was not included in the original contract costs.
 - b. The next item was the leaking of grout into the body of the culvert through a joint in the SnapTite liner pipe. This incident has required significant coordination with SnapTite, the contractor (HR Bookstrom) and the USACE Omaha District to understand why the incident occurred, develop a plan to make sure a similar incident does not occur in the future, and to develop a long-term solution that is approved by the USACE and does not require a full removal and replacement of the culvert. The USACE has agreed that a Hydratite internal pipe joint seal (<https://www.hydratechllc.com>) will provide a watertight seal around the joint and protect it from any future damage.
 - c. The concrete company delivered the incorrect grout mix to the project site for the culvert at Sta 131+50 L. The grout that was delivered was fast setting and locked up the contractor's pump truck. FYRA's observers were also on site waiting for grouting that never happened because the pump truck operator refused to show up on site.

The contractor is expecting to complete work on all the culverts this week (weather dependent) and a final walkthrough with District staff will occur in the next few weeks. After the final walkthrough, as-built documents and an addendum to the Operation and Maintenance manual must be completed and all items must be resubmitted to the USACE Omaha District. FYRA Engineering is committed to preparing the as-built documents, completing the Operation and Maintenance addendum, and will submit everything to the USACE at our own cost. The breakdown of additional services/tasks that have been completed on this project is listed in Exhibit A. FYRA Engineering is requesting a contract amendment of \$12,476 taking the total contracted price to \$62,546.

Sincerely,

A handwritten signature in black ink that reads "Lindy Rogers". The signature is written in a cursive, flowing style.

Lindy Rogers, PE



PROFESSIONAL SERVICES AGREEMENT – AMENDMENT I

PROJECT: Salt Creek Penetration Repairs FYRA Engineering, LLC JOB #: 002-17-03
CLIENT: Lower Platte South NRD
ADDRESS: 3125 Portia Street, Lincoln, NE 68521
CONTACT: Jared Nelson, PE TEL: 402.476.2729 FAX: 402.476.6454
CONSULTANT: FYRA Engineering, LLC
ADDRESS: 12702 Westport Parkway, Suite 300, Omaha, NE 68138
CONTACT: Lindy Rogers, P.E. TEL: 402.502.7131 FAX: 402.932.6940
AMMENDMENT DESCRIPTION: Preliminary design, permitting, final design and construction services for the repair of 3 (three) levee penetrations and the possible abandonment of 1 (one) levee penetration.

[X] SCOPE OF SERVICES (See Attachment) [] SCHEDULE (See Attachment)

COMPENSATION:

The total compensation under this Ammendment shall not exceed the dollar amount indicated herein.

[] LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____.

TIME AND MATERIALS. Compensation for these services will not exceed \$ 12,476 without written authorization and will be based on the following option (per the attached Budget or List of Hourly Rates), and Reimbursable Expenses based on actual costs incurred and approved by FYRA Engineering, LLC and as authorized in writing by Client. The total contract amount shall be amended to \$62,546 to reflect the difference between the amended scope of services and amount remaining in the existing contract as of the date of amendment execution.

[X] [] Subconsultant's Direct Job Wages times a factor of _____ [X] Budget/List of Subconsultant's Hourly Rates.

COST PLUS FIXED FEE. Compensation for these services shall be Subconsultant Cost plus a fixed professional fee, including Reimbursable Expenses.

[] The estimated compensation for services is \$_____ plus a fixed fee of \$_____ for a total of \$_____.

COMPENSATION DETAIL (See Original Agreement)

SCHEDULE OF PAYMENTS (See Original Agreement)

SERVICES AUTHORIZED BY: [] Execution of Agreement or [X] Amendment(s) and/or NTP

EXECUTION: Execution of this amendment by duly authorized representatives of FYRA Engineering, LLC and CLIENT, including FYRA Engineering LLC's original contract with the client including all Standard Conditions and any attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Amendment is valid upon signature by both parties.

CONSULTANT: FYRA Engineering, LLC CLIENT: Lower Platte South NRD
BY: Melinda C Rogers, P.E. BY: Paul Zillig

SIGNATURE: [Handwritten Signature] SIGNATURE:
TITLE: Owner/Project Manager TITLE: General Manager
DATE: 7 June 2021 DATE: