



## LOWER PLATTE SOUTH natural resources district

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### MEMORANDUM

Date: November 8, 2023

To: Lower Platte South Natural Resources District Board of Directors

From: Will Inselman, Resources Coordinator *WI*

Subject: Minutes for Recreation, Forestry & Wildlife Subcommittee Meeting

On Monday, November 6<sup>th</sup>, 2023, at 5:35 p.m., the Recreation, Forestry and Wildlife subcommittee met in the Large Conference Room. Subcommittee members present; Anthony Schutz – Chair, Stacie Sinclair, Ray Stevens, Christine Lamberty, Gary Hellerich, and Don Jacobson. Other attendees were Brian Schuele (Olsson, Inc.), Mike Sousek, Ariana Kennedy, and Will Inselman.

The first item on the agenda was consideration of an amendment to The Flatwater Group for their work on the Little Salt Creek Watershed Flood Prevention Operations (WFPO) - Plan Environmental Assessment. In May, the LPSNRD Board of Directors approved an amendment to the existing Flatwater Group agreement to add additional funds requested from NRCS. That allocated an additional \$100,000 in funds to the agreement to pay The Flatwater Group for their work on the Little Salt Creek WFPO Plan EA. As the process for approval of this plan continues, staff would like to amend our current agreement with The Flatwater Group to include an additional \$33,000 in NRCS funds. This additional \$33,000 is the final amount remaining for this project and is anticipated to cover all services rendered to complete and submit the Plan-EA by April 2024. The funds for this phase of the WFPO process are 100% reimbursable from NRCS. Staff answered questions about the funds and the status of the project.

**It was moved by Jacobson and seconded by Stevens and unanimously approved to ecommend the Lower Platte South NRD Board of Directors authorize the General Manager to approve the contract amendment with The Flatwater Group to add \$34,890.00 of NRCS funds for contractual services related to the the Little Salt Creek WFPO Plan-Environmental Assessment.**

#### **Motion Passed: 5-0 (Sinclair abstained)**

Second on the agenda was consideration of a construction services agreement from Olsson, Inc. for construction oversight on the MoPac Wood Box Culvert replacement project. In October, the Board of Directors approved the bid from Kenneth Drewes for the MoPac Trail Wood Box Culvert replacement project. Olsson is the engineer on the project and has prepared a construction engineering services agreement. These services are to include construction management, on-site construction inspection, and materials testing services during the construction of the project. The total amount of the agreement is \$15,463.75. Map of project area is attached

below. Kenneth Drewes, who was awarded the bid for this project, will begin work on MoPac this winter. Brian Schuele from Olsson was present and answered questions from the subcommittee.

**It was moved by Stevens and seconded by Jacobson and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve the construction services agreement with Olsson in the amount of \$15,463.75 for the MoPac Trail Wood Box Culvert Replacement project.**

**Motion Passed: 6-0**

Last on the agenda were staff updates. Reports/updates: Potential conservation easement donation, completion of the Wildwood boat ramp project with Nebraska Game and Parks Commission, and update on year two of the Backyard Prairie Pollinator Program.

Meeting adjourned at 6:13 p.m.

PC: RF&W subcommittee file



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23 October 2023

Mr. Will Inselman, Resources Coordinator  
Lower Platte South Natural Resources District  
3125 Portia Street  
PO Box 83581  
Lincoln, Nebraska 68501  
Phone: 402-432-5727

**RE: Scope of Service Modification 2 for Professional Services for Little Salt Creek Watershed Plan-EA, Lancaster County, Nebraska**

Dear Will:

TFG continues to perform the tasks necessary for a successfully coordinated project, including additional meetings, field site visits, documentation preparation and submitting previously prepared and additional documentation to NRCS personnel. Because the tasks changed, and final plan submittal is soon but yet to be initiated, TFG is submitting this request for scope of service modification to our existing contract with Lower Platte South Natural Resources District. This scope of service modification will redirect funds identified in your current contract with NRCS from "other" to "contractual" and will not alter your current contract amount with NRCS.

TFG is requesting a firm fixed price basis modification for **\$34,890** to cover all labor and other direct expenses incurred for the aforementioned scope of services modification and the completion of the project. TFG's work under this modification would be governed by the terms and conditions in the current Service Agreement between TFG and LPSNRD for the Little Salt Creek Watershed Plan-EA. This request would change our firm fixed price contract from **\$395,110 to \$430,000**.

Should you have any questions do not hesitate to contact us at (402) 435-5441.

Sincerely,

Gordon R. Coke  
THE FLATWATER GROUP INC.

Ec: Project File LPSNRD-2020-02  
Tom Malmstrom

**AMENDMENT NO. 2**

**INDEPENDENT CONSULTANT AGREEMENT  
Between**

**The Flatwater Group ~ and the Lower Platte South Natural Resources District**

**Little Salt Creek Watershed Plan-EA**

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Agreement dated the 1<sup>st</sup> of day of December 2020, for the above-named project: Preparation of Plan-EA Project.

The Amendment consists of additional work required to coordinate plan-EA efforts.

The fixed price cost for these additional services is \$34,890.00 (Thirty-Four Thousand Eight Hundred Ninety and No/100 Dollars).

<u>Summary as Follows:</u>	<u>Original Contract Amount</u>	\$295,110
	Amendment No. 1	\$100,000
	Amendment No. 2	\$34,890
	<i>Total Adjusted Contract Amount</i>	\$430,000

All the requirements and stipulations set forth in the original agreement transfer and apply to this agreement.

Executed by the Consultant this 25<sup>th</sup> day of OCTOBER 2023.  
The Flatwater Group, Inc.

  
\_\_\_\_\_  
Andrew Appleget

Executed by the Owner this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**

\_\_\_\_\_  
Mike Sousek General Manager



## **LETTER AGREEMENT AMENDMENT #1**

November 2, 2023

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated September 28, 2022 between Lower Platte South NRD ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

### **PROJECT DESCRIPTION AND LOCATION**

Mopac Trail Wood Box Culvert Replacement (the "Project")  
Near Wabash, NE

### **SCOPE OF SERVICES**

#### **CONSTRUCTION SERVICES**

Olsson will furnish Construction Management and On-Site Construction Inspection and Materials Testing services during the construction phase of the Mopac Trail Wood Box Culvert Replacement Project. Olsson shall not have the authority or responsibility for safety precautions and programs related to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes or orders applicable to the Contractor for furnishing and performing the work. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. These services shall in no way relieve the Contractor of complete supervision of the Work or the Contractor's obligation for complete compliance with the drawings and specifications.

Olsson will provide services to coordinate the work activities of the Client, Contractor, and other affected parties to confirm that work is being performed in conformance with the Construction Documents. By performing the services, no authority or responsibility is assumed to supervise, direct, or control the Contractor's work or the Contractor's means, method, techniques, or procedures of construction.

#### **Project and Construction Management**

Olsson shall perform the following general project management services:

- Olsson will provide monthly invoices, showing percent of work completed for each task to the Client and manage the project budget.

Olsson shall furnish a Construction Administrator to manage and oversee the construction work, develop and maintain project documents and reporting procedures and respond to contract related questions or changes in conditions that may be encountered. Olsson shall perform the following construction administration services:

- Olsson will review and process the Contractor's monthly payment requests, and forward to the Client for payment.
- Olsson will coordinate the preparation of any change orders that are agreed to by the contract parties. Documentation to support the basis for the claim will be developed, as well as justification for change to the contract price. Olsson will review all change orders to ensure that the Client's interests have been protected in the proceedings, and all change order requests will be discussed with the Client before they are developed in final form.
- Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.
- Olsson will set up and maintain appropriate project files related to the project. Included in the project file shall be all project correspondence, work change directives, change orders, meeting minutes, request for information, material certifications, test reports and project schedules.

### **Construction Inspection and Testing**

#### **Construction Observation and Reporting**

Olsson will observe the Contractor's work and perform the services listed below. Olsson shall not have the responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of Olsson. This service shall in no way relieve the Contractor of complete supervision of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

- Olsson shall conduct site visits to perform field observation of the general progress of the work to assist in determining if the work is proceeding in general accordance with the plans and specifications. All discrepancies will be reported to the Client and Contractor.
- Project Documentation: Compile documentation to support the basis of all Requests For Information (RFI), Field Orders, Work Change Directives, and Change Orders.
- Pay Requests: Verify quantities of stored materials and completed work. Prepare and process payment requests based on field verifications of quantities requested by the Contractor.
- Liaison: Serve as Construction Administrators liaison with contractor, working principally through contractor's superintendent and assist Contractors in understanding the intent of the contract documents.
- Review of Work, Rejection of Defective Work, Observations and Tests: Conduct on-site observations of the Work in progress. Report to Construction Administrator whenever Field Observer believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any governing agency, test or approval required to be made; and advise Construction Administrator of work that Field Observer believes should be corrected or rejected or should be uncovered for observation, or requires special testing, or approval.
- Modifications: Consider and evaluate Contractor's suggestions for modifications to the Plans and Specifications and report with Field Observer's recommendations to Construction Administrator. Transmit to Contractor decisions as issued by the Construction Administrator.

### Materials and Other Testing

Olsson shall provide materials testing and other testing as required for construction of the project. This would include:

- Embankment/Culvert Backfill - Olsson will obtain samples of backfill material for standard Proctor and Atterberg limits testing. Field moisture-density tests will be performed in backfill placed within segments of the project. We have assumed the following number of Proctors required for testing of soil to be used as backfill:
  - Import material – ( 2 ) EA Standard Proctors
- Reporting: Olsson field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Field reports will be reviewed by our Construction Manager and summarized in letters transmitted to the Client and General Contractor. Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson responsibility as special inspector is to report our field observations and test results to the Contractor and Client as provided herein.

### **Post Construction Services**

#### Substantial Completion

Olsson will conduct a walk-through of the project. A "punch list" of deficiencies will be prepared and distributed, which will indicate what is necessary for the Contractor to achieve Final Completion of the project.

#### Project Closeout / Final Quantities

Provide written documentation concerning final completion, final quantities and payment to the Contractor and the Owner, including a list of outstanding items, if any, to be completed prior to the making of such payment.

#### Final Completion

Olsson will conduct a final walk-through of the project with the Contractor and Owner to determine that all items on the "punch list" were addressed, and that the Contractor has achieved final completion of the project.

#### Record Drawings

Olsson will prepare record drawings, based on contractors' "red lines" and site observation. This information will be combined and one set of redlined record drawings in PDF format will be provided to the Client at the completion of the project.

### **Construction Staking**

Olsson shall provide the initial horizontal and vertical control points for the project. All additional construction staking is the responsibility of the contractor.

### **COMPENSATION**

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:


Task	Description	Fee Type	Fee
<b>Phase 301 – Construction Phase Services</b>			
301001	Construction Phase Services	TMNTE	\$15,463.75
<b>Total</b>			<b>\$15,463.75</b>


#### TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By   
Brian Schuele, PE

By   
Brian Jueneman, PMP

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:



**LOWER PLATTE SOUTH NRD**

By \_\_\_\_\_  
Signature

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

Date: 02-Nov-23		LABOR HOURS									EXPENSES							TOTALS					
Job: Mopac Trail Wood Box Culvert Replacement																							
Phase/ Task	Description of Work	Project Manager/ Engineer	Construction Manager	Materials Testing Manager	Sr. Construction Technician	Construction Technician	Material Testing Technician	Survey	Admin/ Clerical	SWPP inspection (Monthly)		Concrete Cylinders (EA)	Atterburg Limits (EA)	Standard Proctor (EA)	Travel, mile (Car)	Travel, mile (CNSV Vehicle)		Total Man-Days	Total Labor Fee	Total Expense Fee	Total Fee		
																			-	\$ -	\$ -	\$ -	
	Project Management																		-	\$ -	\$ -	\$ -	
	General Project Management - 8 weeks	4.00							3.00										0.88	\$ 990.00	\$ -	\$ 990.00	
																			-	\$ -	\$ -	\$ -	
																			-	\$ -	\$ -	\$ -	
	Construction Management																		-	\$ -	\$ -	\$ -	
																			-	\$ -	\$ -	\$ -	
	Construction Management - 6 weeks		6.00						3.00										1.13	\$ 960.00	\$ -	\$ 960.00	
	Meetings (Pre-con and 4 Progress)	5.00	5.00																1.25	\$ 1,600.00	\$ -	\$ 1,600.00	
																			-	\$ -	\$ -	\$ -	
	Construction Inspection and Testing																		-	\$ -	\$ -	\$ -	
																			-	\$ -	\$ -	\$ -	
	Inspection & Reporting	3.00				60.00										1500.00			7.88	\$ 6,285.00	\$ 1,125.00	\$ 7,410.00	
	70 mile ave RT																		-	\$ -	\$ -	\$ -	
																			-	\$ -	\$ -	\$ -	
	Material Testing			3.00					3.00				2.00	2.00		140.00			0.75	\$ 525.00	\$ 585.00	\$ 1,110.00	
																			-	\$ -	\$ -	\$ -	
																			-	\$ -	\$ -	\$ -	
	Construction Staking																		-	\$ -	\$ -	\$ -	
								6.00											0.75	\$ 480.00	\$ -	\$ 480.00	
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	Project Closeout																		-	\$ -	\$ -	\$ -	
	Substantial Completion and Walk Thru/Punchlist	1.00	4.00			4.00									70.00	70.00		1.13	\$ 1,075.00	\$ 96.25	\$ 1,171.25		
	Project Closeout Documentation / Final Quantities		2.00			4.00												0.75	\$ 630.00	\$ -	\$ 630.00		
	Final Completion		2.00			4.00										70.00		0.75	\$ 630.00	\$ 52.50	\$ 682.50		
																		-	\$ -	\$ -	\$ -		
	Record Drawings		2.00			2.00										70.00		0.50	\$ 440.00	\$ 52.50	\$ 492.50		
																		-	\$ -	\$ -	\$ -		
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																		-	\$ -	\$ -	\$ -		
																		-	\$ -	\$ -	\$ -		
GRAND TOTAL		13.0	21.0	3.0	0.0	74.0	0.0	6.0	9.0	0.0	0.0	0.0	2.0	2.0	70.0	1850.0	0.0	15.77	\$	13,615.00	\$ 1,911.25	\$ 15,526.25	
																					Construction Cost:		\$ 164,103.84
																					Fee % of Construction:		9.46%



# MoPac wood box culvert removal/install culvert and bridge removal/install CMP culvert locations

