

## MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee

FROM: Ian Ghanavati, Water Resources Engineer

SUBJECT: Amendment No. 2 with Olsson for WP-1 Professional Services

DATE: November 12, 2024

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In May of 2017, the Board of Directors approved the selection of Olsson for the preliminary design of the West Papillion Regional Basin Number 1 (WP-1) located near 180th Street and Fort Street and for the preliminary design of Dam Site 7 (DS-7) located near 156<sup>th</sup> Street and Bennington Road. The initial contract scoped the planning and 60% design of each reservoir for a combined fee of \$1,219,255.

The contract was amended once in May of 2018, expanding the scope to include an update of the Papillion Creek Watershed NRCS Work Plan and to complete final design and bid preparation services for WP-1. Amendment 1 increased the contract by \$932,214 bringing the total to its current not-to-exceed fee of \$2,151,469. Of this total, \$1,467,222 were allocated for the planning, permitting and design of WP-1.

Final design and permitting of WP-1 were completed in 2024 (site plan attached) and the project opened bids on September 24, 2024. To prepare for the next phase of the project, Olsson has prepared the attached Amendment 2 for construction management and observation services. A summary of the additional services included in the amendment are below:

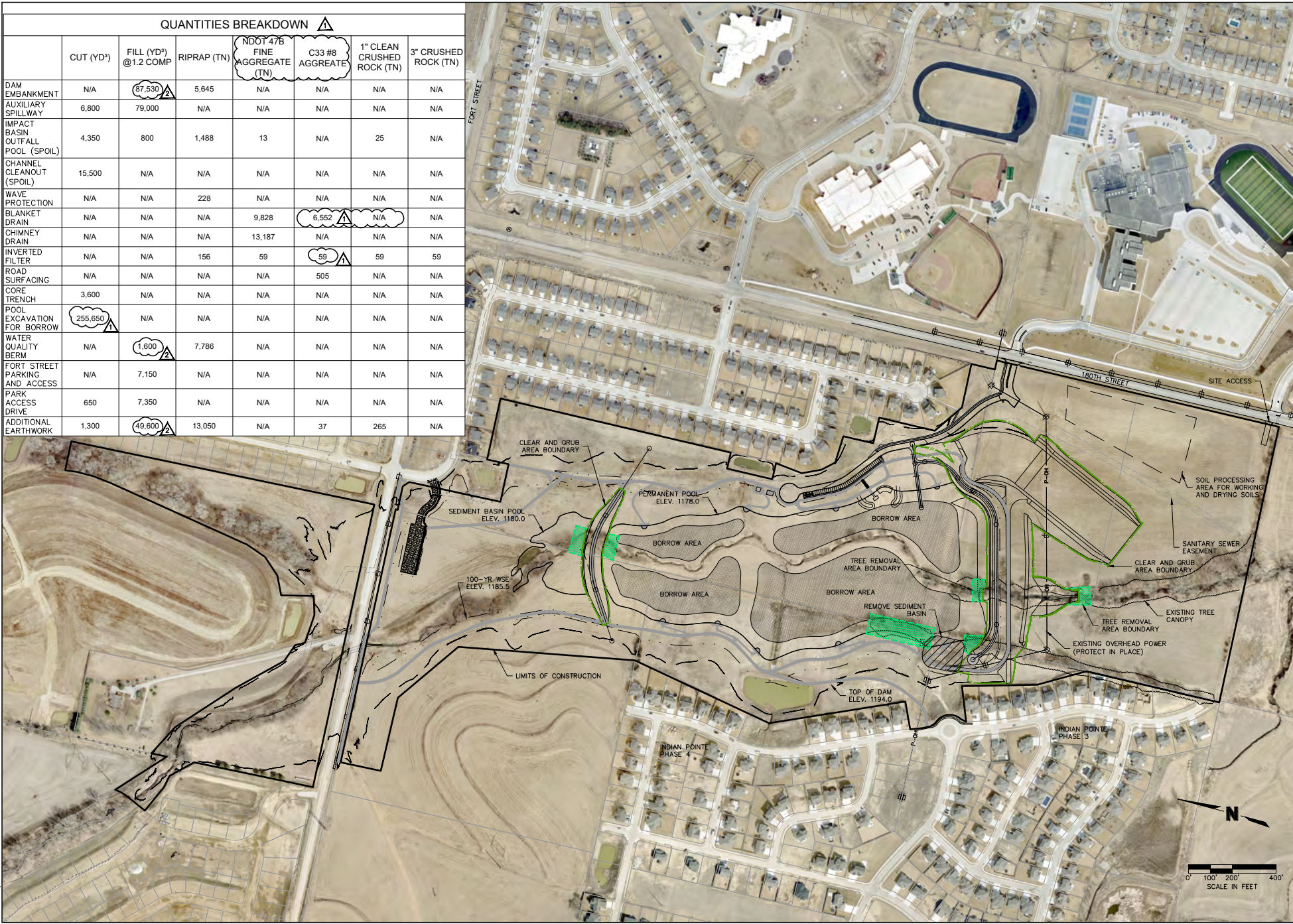
- Project management services including project updates, coordination and meetings
- Construction administration services including submittal review, payment request review, project modifications, record drawings and project closeout
- Construction observation services including on-site observation by a full-time resident project representative and by professional engineering staff of critical project components
- Construction materials field and lab testing include soil, concrete, and aggregate testing

Olsson proposes to provide the professional services in Contract Amendment No. 2 for a total not-to-exceed fee of \$1,436,625; see the attached Exhibit K for full details on task descriptions and the fee breakdown. This would bring the total contract, including Amendment 1, to \$3,588,094.

**Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Contract Amendment No. 2 with Olsson for the West Papillion Regional Basin Number 1 (WP-1) project in an amount not to exceed \$1,436,625 bringing the total contract not to exceed amount to \$3,588,094, subject to such other terms and conditions as the General Manager determines necessary and Legal Counsel approves as to form.**

DWG: F:\2017\1001-1500\017-1185-A\40-Design\AutoCAD\Final Plans\Sheets\WMS\DWG\W\_02\_SIT\_A171185.dwg  
 USER: jrhoaughtin  
 DATE: Sep 04, 2024 9:32am

QUANTITIES BREAKDOWN							
	CUT (YD <sup>3</sup> )	FILL (YD <sup>3</sup> ) @ 1.2 COMP	RIPRAP (TN)	NDOT 47B FINE AGGREGATE (TN)	C33 #8 AGGREGATE	1" CLEAN CRUSHED ROCK (TN)	3" CRUSHED ROCK (TN)
DAM EMBANKMENT	N/A	67,530	5,645	N/A	N/A	N/A	N/A
AUXILIARY SPILLWAY	6,800	79,000	N/A	N/A	N/A	N/A	N/A
IMPACT BASIN OUTFALL POOL (SPOIL)	4,350	800	1,488	13	N/A	25	N/A
CHANNEL CLEANOUT (SPOIL)	15,500	N/A	N/A	N/A	N/A	N/A	N/A
WAVE PROTECTION	N/A	N/A	228	N/A	N/A	N/A	N/A
BLANKET DRAIN	N/A	N/A	N/A	9,828	6,552	N/A	N/A
CHIMNEY DRAIN	N/A	N/A	N/A	13,187	N/A	N/A	N/A
INVERTED FILTER	N/A	N/A	156	59	59	59	59
ROAD SURFACING	N/A	N/A	N/A	N/A	505	N/A	N/A
CORE TRENCH	3,600	N/A	N/A	N/A	N/A	N/A	N/A
POOL EXCAVATION FOR BORROW	255,650	N/A	N/A	N/A	N/A	N/A	N/A
WATER QUALITY BERM	N/A	1,600	7,786	N/A	N/A	N/A	N/A
FORT STREET PARKING AND ACCESS	N/A	7,150	N/A	N/A	N/A	N/A	N/A
PARK ACCESS DRIVE	650	7,350	N/A	N/A	N/A	N/A	N/A
ADDITIONAL EARTHWORK	1,300	49,600	13,050	N/A	37	265	N/A



Engineering Nebraska CON#CA-0638  
601 P. St. Suite 200  
P.O. Box 84608  
Lincoln, NE 68508  
TEL 402.474.6311 www.olsson.com

**olsson**

REV. NO.	DATE	REVISIONS DESCRIPTION	ISSUED QUANTITY	REVISIONS QUANTITY
2	9/02/2024	UPDATED AGGREGATE QUANTITIES		
1	8/22/2024	ISSUED QUANTITIES		

SITE ACCESS - LIMITS OF CONSTRUCTION

PAPILLON CREEK REGIONAL DETENTION SITE WP-1

OMAHA, NEBRASKA

2024

drawn by: JLM/JES

checked by: JLM

approved by: DSJ

QA/QC by: DSJ

project no.: A17-1185

drawing no.:

date: 9/4/2024

SHEET C5

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 11, 2017.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT  
Amendment No. 2**

**The Effective Date of this Amendment is: November 15, 2024**

Background Data

Effective Date of Owner-Engineer Agreement: May 11, 2017.

Owner: Papio-Missouri River Natural Resources District

Engineer: Olsson

Project: P-MRNRD West Papio Site 1

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

The attached "Scope of Services" includes additional Basic Services to be added to Exhibit A of the Agreement dated May 11, 2017. The attached "WP-1 NRCS Planning Schedule" and "WP-1 Final Design Schedule" are to be added to the schedule attached to Exhibit A of the Agreement. The attached "Labor Hours" is to supplement "Pages 1 and 2" and are added to Exhibit C of the Agreement.

Article 7.01.A.24 shall be revised to state:

The aggregate amount of Three Million Five Hundred Eighty Eight Thousand and Ninety Four Dollars (\$3,588,094) which is the maximum to be paid by Owner with respect to and/or pursuant to this Agreement under any and all circumstances unless Owner agrees otherwise in a signed written agreement entered into pursuant to this Agreement.

Agreement Summary:

Original agreement amount:	\$ 1,219,255.00
Net change for prior amendments:	\$ 932,214.00
This amendment amount:	\$ 1,436,625.00
Adjusted Agreement amount:	\$ 3,588,094.00

Change in time for services (days or date, as applicable): November 15, 2024 through May 15, 2026

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in the Agreement for Professional Services dated May 11, 2017.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:  
Papio-Missouri NRD

ENGINEER:  
Olsson

By: \_\_\_\_\_  
Print  
name: John Winkler

By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_

Title: General Manager

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated May 11, 2017 between Papio-Missouri River Natural Resources District (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

**The Effective Date of this Amendment is: November 15, 2024**

### PROJECT DESCRIPTION AND LOCATION

Project will be located at: P-MRNRD West Papio Site 1

Project Description: Construction Services

### SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project for a duration of 88 weeks or approximately June 30 2026:

#### CONSTRUCTION SERVICES

##### Phase 100 – Project Management

1. Coordination and communication with the Client and project team which includes project updates, project meetings, and quality control coordination.

##### Phase 200 – Construction Administration

We have anticipated the following hours for Construction Administration throughout the duration of the project, We have included a close out period from 6/1/2026 through 6/31/2026 for finalization of field documents and as-builts.

11/1/2024 through 3/31/2025 – 20 hours/wk

4/1/2025 through 11/30/2025 – 20 hours/wk

12/1/2025 through 3/31/2026 – 15 hours/wk

4/1/2026 through 5/31/2026 – 20 hour/wk

6/1/2026 through 6/31/2026 – 20 hours/wk

##### Task 201 - Construction Administration

Olsson shall perform the following construction administration services:

1. Conduct a pre-construction meeting. Olsson will prepare an agenda and distribute minutes of the meeting. The preconstruction meeting will include a discussion of the contractor’s tentative schedule, procedures for transmittal and review of contractor’s submittals, processing payment applications, critical work sequencing, change orders, record documents, and the contractor’s responsibilities for safety and first aid. Procedures for dealing with unforeseen problems will be developed and discussed.
2. Receive, log and review contractor submittals (i.e. shop drawings, cut sheets). Engineer will review for conformance with geometry and requirements of

contract plans and specifications. A stamp showing the level of acceptance will be placed on each drawing sheet. All requests for variations from the contract documents will be reviewed with the Client before issuing an approval to the contractor. Such reviews shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident hereto.

3. Review contractor payment requests. Payment requests will be reviewed and forwarded to the Client. Olsson will review for the purpose of making a full mathematical check of the contractor's payment request. Olsson is responsible for verifying stored materials and the quantities of work completed, which are the basis of the payment request.
4. Coordinate project modifications. Olsson will coordinate the preparation of any changes through the issuance of field orders, work change directives, or change orders that are agreed upon by the Client. Olsson will review all modifications and all modification requests will be discussed with the Client before they are developed in final form.
5. Substantial Completion. Upon receipt of written notification from the contractor of substantial completion, Olsson will schedule a walk-through to identify items to be completed or corrected prior to accepting substantial completions.
6. Final Inspection. In the company of the Client and contractor, Olsson will conduct a final completion walk-through to identify items requiring completion or correction prior to final payment.
7. Project Closeout. Olsson will coordinate appropriate information relating to final closeout of the project including a final set of record drawings for distribution as well as securing all necessary documentation allowing for processing of final payment.
8. Record Drawings. Olsson will perform a post construction survey to document key locations and elevations. All project modifications will be compiled and noted, and contractor supplied construction documentation will be noted.

### **Phase 300 – Construction Observation**

#### **Task 301 – Construction Observation**

Olsson shall furnish full time and part time Resident Project Representative (RPR), for the duration of the project to assist the Olsson Project Manager in observing performance of the work of the contractor during the construction period anticipated to begin in November 2024. This combined effort of the observation team is to put the right people in place when work is occurring.

We have anticipated the following full time and part time hours for our Resident Project Representatives throughout the duration of the project, We have included a close out period from 6/1/2026 through 6/31/2026 for finalization of field documents and as-builts.

Full Time Resident Project Representative

11/1/2024 through 3/31/2025 – 35 hours/wk  
4/1/2025 through 11/30/2025 – 50 hours/wk  
12/1/2025 through 3/31/2026 – 30 hours/wk  
4/1/2026 through 5/31/2026 – 50 hour/wk  
6/1/2026 through 6/31/2026 – 20 hours/wk

Part Time Resident Project Representative

4/1/2025 through 11/30/2025 – 25 hours/wk

- The basis of the scope assumes RPR coverage will average over 8 hours per day.
- Full time hours will be billed at an hourly rate, overtime hours will be billed at time and a half.
- The Olsson Project Manager and Engineers representing the supporting disciplines will be on-site periodically to supplement the RPR with construction observation tasks.

Olsson shall perform the following construction observation services:

1. Schedule. Olsson will monitor and review schedule in relation to work completed and progress payments.
2. Attend conferences and meetings. Olsson will have the Project Engineer & RPR attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings. Olsson will prepare and circulate copies of minutes thereof.
3. Serve as Client liaison. Olsson will service as the Client's liaison with the contractor, working principally through the contractor's superintendent and assist in understanding the intent of the contract documents. Olsson will also serve as the Client's liaison with the contractor when the contractor's operations affect the Client's on-site operations.
4. Shop Drawings and samples. Olsson will record the date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by the contractor, and examine samples.
5. Review of work, observations, and tests. Olsson will conduct on-site observations of the work in progress to determine if the work is in general proceeding in accordance with the contract documents. Olsson will report to the Client whenever the RPR 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 inspection, test or approval required to be made; and advice the Client of the work that the RPR believes should be corrected, or should be uncovered for observation, or requires special testing, inspection or approval. Olsson will verify that tests, equipment and systems startups and operating and maintenance training are

conducted in the presence of appropriate personnel and that the contractor maintains adequate records thereof; and observe, record and report to the Project Manager appropriate details relative to the test procedures and startups. Olsson will provide qualified professionals to perform compaction and concrete testing. Olsson will accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the Client.

6. Olsson will have engineer assisted observations of critical installations. Test run of compaction, core trench & channel clean out excavation, principal spillway placement, riser structure, impact basin, box culvert, and 180<sup>th</sup> Street roadway connection.
7. Interpretation of contract documents. Olsson will report to the Client when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by the Client.
8. Modifications. Olsson will consider and evaluate the contractor's suggestions for modifications in Drawings and Specifications and report with RPR and Project Manager's recommendations to the Client. Olsson will transmit to the contractor decisions issued by the Client.
9. Maintain records. Olsson will maintain records at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the contract, Olsson's and/or Client's clarifications and interpretations of the contract documents, progress reports, and other Project related documents. Olsson will keep a diary or log book, recording contractor activities on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, decisions, observations in general, and specific observation sin more detail as in the case of observing test procedures, and send copies to the Client.
10. Furnish reports. Olsson will furnish the Client with weekly reports of work progression and of the contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals. Olsson will consult with the Client in advance of scheduled major tests, inspections or start of important phases of the work. Olsson will draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to Client change orders, work directive changes, and field orders. Olsson will report to the Client upon the occurrence of any accident.
11. Payment requests. Olsson will review applications for payment of contractor for compliance with the established procedure for their submission and forward with recommendations to the Client, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
12. Certificates, maintenance, and operation manuals. During the course of the work, Olsson will verify that certificates, maintenance and operation manuals and other data required be assembled and furnished by the contractor are



applicable to the items actually installed and in accordance with the contract documents. Once Olsson has reviewed, these documents will be forwarded to the Client prior to final payment for the work.

13. Completion. Before Olsson issues a certificate of substantial completion, Olsson will submit to the contractor a list of observed items requiring completion or correction. Olsson will conduct a final inspection in the company of the Client and contractor and prepare a final list of items to be completed or corrected and make recommendations to the Client concerning acceptance.

#### **Phase 400 – Construction Materials Field & Lab Testing**

Olsson will provide staff and equipment to perform compaction testing, concrete testing, and soil & aggregate testing in ordinance with the project specifications.

#### Items not included in this Scope of Services:

- Survey services (responsibility of contractor)
- SWPPP inspections (responsibility of contractor)

Should Client request or project require work in addition to the Scope of Services above, The Client shall provide and additional contract amendment for such additional services or time.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

