

MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee

FROM: Justin Novak, Project Manager

SUBJECT: Amendments to the Professional Services Contract with Olsson, Inc. for the design of Kramper Lake/Hubbard & Fiddler Creek Water Main Extension Project

DATE: March 1, 2021

In August of 2020, the District's Board of Directors approved an amended contract with Olsson, for design and construction administration services of the Kramper Lake/Hubbard Main Extension Project for \$353,589.00. The District has been working with the USDA Rural Development Program to obtain funding for the project. Since then there have been two requested Amendments to that contract, 1st Amendment (September 29, 2020) & 2nd Amendment (February 19, 2021). The 1st Amendment was \$30,000, for a cultural resources survey required by the Pawnee Nation for potential impacts of the project, which was approved by NRD Management under Directors Policy 15.2.G. The 2nd Amendment is \$14,000, for additional items and information required by the USDA to finalize the Districts application for funding. The additional amendment creates an increase in contract price above 10% which requires Board approval. The attached Exhibit K (Amendment No.1) details the scope and schedule for this work. Below is a table that shows the breakdown of Olsson's professional services fees for the project.

Amended contract with Olsson:	\$ 353,589.00
September 29, 2020 Amendment:	\$ 30,000.00
February 19, 2021 Amendment:	\$ 14,000.00
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New Contract Amount:	\$ 397,589.00

It is staff's recommendation that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Amendment No.1 to the professional services contract with Olsson, Inc. for the Kramper Lake/Hubbard & Fiddler Creek Water Main Extension Project, increasing the contract maximum, not to exceed, amount to \$397,589.00, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

This is **EXHIBIT K**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **February 18, 2020** and signed **August 13, 2020**.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: March 11, 2021.

Background Data

Effective Date of Owner-Engineer Agreement: February 18, 2020 and signed August 13, 2020.

Owner: Papio-Missouri River Natural Resources District

Engineer: Olsson, Inc.

Project: Dakota County Rural Water Infrastructure Upgrades and Main Extension

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 of payment to Engineer
- Modifications to time(s) for rendering services

Description of Modifications:

Cultural Resources Survey & additional services for report modifications per USDA requirements (See attached amendment scopes dated September 29, 2020 & February 19, 2020).

Agreement Summary:

Original agreement amount:	\$ <u>353,589.00</u>
Net change for prior amendments:	\$ _____
This amendment amount:	\$ <u>44,000.00</u>
Adjusted Agreement amount:	\$ <u>397,589.00</u>

Change in time for services (days or date, as applicable): _____

MODIFIED VERSION of

Exhibit K – Amendment to Owner-Engineer Agreement.

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The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

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 River Natural Resources District

By: _____

Name: John Winkler

Title: General Manager

Date Signed:

ENGINEER:

Olsson, Inc.

By:  _____

Name: Rodney L. Hanson

Title: Team Leader

Date Signed: 3-1-21

Olsson, Inc.

By:  _____

Name: Joe Baxter

Title: Senior Project Manager

Date Signed:

MODIFIED VERSION of

Exhibit K – Amendment to Owner-Engineer Agreement.

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AGREEMENT AMENDMENT #1

Date: September 29, 2020

This AMENDMENT ("Amendment") shall amend and become a part of the Agreement between Owner and Engineer dated February 18, 2020 between Papio-Missouri River Natural Resources District ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Dakota County, Nebraska

Project Description: Cultural resource survey of a proposed water line

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Environmental Services – Cultural Resources Survey

- Conduct a background records search for the proposed project area to determine if the area has been previously surveyed and/or if there are any previously recorded cultural resources in the area (i.e., prehistoric or historic sites/structures).
- Conduct a 100 percent on-ground survey of the proposed project area (≈18 miles, 20-ft corridor).
- A number of shovel tests may be excavated if visibility is poor, if site potential is high, to examine soil profiles, or to evaluate National Register of Historic Places (NRHP) eligibility status of sites identified.
- Reexamine and document the portion of the previously recorded Conway site that lies within the border of the project corridor.
- Document and do preliminary NRHP eligibility evaluation of up to ten additional cultural resources sites. If more than ten additional sites are identified, a cost revision may be necessary to complete the extra evaluation.

- Prepare a report detailing the work conducted, the results, and recommendations for submittal to the appropriate agencies.
- Coordination with appropriate agencies.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: October 2020
Anticipated Completion Date: February 2021

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay to Olsson for the performance of the Scope of Services the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule set forth in the Agreement dated February 18, 2020. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$30,000.

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 Matthew [Signature] By [Signature]

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:

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By [Signature]
Signature

Printed Name John Winkle

Title General manager

Dated: 10-13-2020

UNITED STATES DEPARTMENT OF AGRICULTURE

By _____
Signature

Printed Name _____

Title _____

Dated: _____



AGREEMENT FEBRUARY 19, 2021 (AMENDMENT #2)

Date: February 19, 2021

This AMENDMENT (“Amendment”) shall amend and become a part of the Agreement between Owner and Engineer dated February 18, 2020 between Papio-Missouri River Natural Resources District (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services for the following Project (the “Agreement”):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Dakota County, Nebraska

Project Description: Report Addendum/Memo

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson’s Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Engineering Services – USDA Coordination

- Modify/Update existing Olsson Water Report for Kramper Lake/Hubbard and Fiddler Creek Road Extension, dated December 30, 2019, per USDA comments and requirements. A funding source was not identified at the time this report was written.
- Assist Papio-Missouri River NRD with USDA coordination and request for information.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: March 2021
Anticipated Completion Date: May 2021

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay to Olsson for the performance of the Scope of Services the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule set forth in the Agreement dated February 18, 2020. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$14,000.

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  _____

By  _____

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:

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By _____
Signature

Printed Name _____

Title _____

Dated: _____

UNITED STATES DEPARTMENT OF AGRICULTURE

By _____
Signature

Printed Name _____

Title _____

Dated: _____