

Board of Education Special Meeting
Thursday, October 28, 2021 7:00 PM
Middle School/High School Media Center
1842 Furnas St
Ashland, NE 68003

1. Call to Order. Roll Call.
2. Acknowledge of Open Meetings Law posting.
3. Pledge of Allegiance.
4. Old Business
5. New Business
 - 5.1. Discuss, consider and take all necessary action to approve the infrastructure (street paving) package as presented by JEO.
 - 5.2. Discuss, consider and take all necessary action to approve the contract as presented by Terracon related to concrete and soil testing services. (Attached)
 - 5.3. Discuss, consider, and take all necessary action to approve the Middle School Building Guaranteed Maximum Price (GMP) as provided by Hausmann Construction.
 - 5.4. Moved to close session to discuss, consider, and take action on a parent appeal regarding a confidential student matter.
 - 5.5. Reconvene from Closed Session.
 - 5.6. Certified and non-certified staff resignations.
6. Informational Items
7. Call for Next Meeting
 - 7.1. The next meeting is a Special Meeting set for Wednesday, November 10th, at 7:00 p.m. All meetings are held in Ashland-Greenwood Middle/High School, Media Center at 1842 Furnas Street, Ashland, NE 68003. Notice of the meetings are posted in advance in the District Office, 705 N 17th Ave., Suite 3, Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE and i3 Bank, 2433 Silver St., Ashland, NE, and the Ashland Gazette. All meetings are open to the public. An agenda for the meeting shall be kept continuously current in the Office of the

District Office at 705 N. 17th Ave. Suite #3, Ashland, NE 68003.

8. Adjournment.

8.1. Board of Education Information:

BOARD OF EDUCATION MEETING INFORMATION:

The Ashland-Greenwood Public Schools Board of Education is empowered to act on any item listed on the agenda at any time during the meeting, irrespective of the time or order listed. Pages listed, or further detail, are available upon request. The Open Meetings Act requires and the intention of the Board is that agenda items be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Ashland-Greenwood Board of Education releases its agenda well in advance of most meetings and desires that all interested persons are fully informed. Any interested person who has a question or needs clarification about the sufficiency of a descriptive item should contact the Office of the Superintendent of Schools.

COPY OF OPEN MEETINGS ACT: *The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. The Act is posted on the North wall of the meeting room west of the main entrance.*

INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM:

Getting Started: When it is your turn to speak during the public forum portion of the agenda, please come forward, sign your name and address on the sign-in sheet and state your name to the Board of Education.

Time Limit: You may speak only one time and must limit comments to 5 minutes or less.

Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies require that such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at a Board meeting.

General Rules: Please remember that this is a meeting of the Board of Education held in public for conducting the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated.

REQUEST FOR CLOSED SESSIONS:

The Ashland-Greenwood Public Schools is authorized by state statute to hold closed sessions. Closed sessions may be held when clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual. Reasons that meet this standard include but are not limited to: a) strategy sessions with respect to collective bargaining, real estate matters, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; b) discussion regarding deployment of security personnel or devices; c) investigative proceedings regarding allegations of criminal misconduct; (d) evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; and e) legal advice.



October 26, 2021

Ashland-Greenwood Public Schools
1225 Clay Street
Ashland, Nebraska 68003

Attn: Mr. Jason Libal, Superintendent
Ashland-Greenwood Public Schools
P: 402-994-2128
E: Jason.libal@agps.org

Re: Proposal for Soils and Concrete Materials Testing Services
Ashland-Greenwood Public Schools Public Improvements
Ashland, Nebraska
Terracon Proposal No. P05211302A

Dear Mr. Libal:

Per the request of Mr. Scott Gatewood, DLR Group, Terracon is submitting this proposal to perform soils and concrete materials testing services for the Ashland-Greenwood Public Schools Public Improvements. Terracon appreciates the opportunity to be of continued service to you on this project. As you know, Terracon provided the geotechnical investigation, site grading, and special inspection services for these schools earlier this year, Terracon #05205227-01 and 02, and 05211107.

The attached proposal provides detailed information on our project understanding, scope of services, project delivery, and compensation.

We appreciate the opportunity to submit our proposal and look forward to continuing our working relationship with you on this project. Feel free to contact Kenneth C. Morong, MSI at (402) 690-3891 if you have any questions or need additional information.

Sincerely,
Terracon Consultants, Inc.

Kenneth C. Morong, MSI
Sr. Project Manager

for Samuel W. Fink, E.I.T.
Group Manager

Terracon Consultants, Inc. 15080 A Circle Omaha, NE 68144
P [402] 330 2202 F [402] 330 7606 terracon.com

Environmental



Facilities



Geotechnical



Materials

PROJECT INFORMATION

The project will consist of the construction of Blue Jay Way and 17th Street including pavement subgrade preparation, site utilities, and concrete pavements. We understand that part of this construction will be fast tracked for completion during the 2021 construction season.

SCOPE OF SERVICES

Field and Laboratory Services

Terracon will provide employees appropriately trained and equipped to respond to the materials testing needs of this project as scheduled by the Client or your designated representative. Based on your email, we understand the scope of the on-call services includes:

Scope	Services
Earthwork	Observations and compaction testing: <ul style="list-style-type: none"> ■ Site preparation observation ■ Site grading fill placement (minimal) ■ Utility trench and manhole backfill ■ Pavement subgrade preparation
Portland Cement Concrete	Field and laboratory testing: <ul style="list-style-type: none"> ■ Concrete testing and casting of 4 cylinders every 100cy for pavements ■ Pavement thickness coring ■ GPR Pavement thickness (optional) ■ Laboratory testing <ul style="list-style-type: none"> ○ Compressive strength of concrete ○ Measurement of core length
Project Management	<ul style="list-style-type: none"> ■ Supervision of laboratory and field services ■ Preparation and review of project reports and invoices

Scheduling

Terracon’s services will be performed on an as-requested basis with scheduling by the Client or the Client’s designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a

minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned, and this higher cost may be passed on to the client.

All requests for services should be submitted to our coordinating staff at the following phone number: (402) 384-7000. Services should not be scheduled through our field personnel.

We recommend our scope of services be provided to the person(s) responsible for scheduling our services.

Project Delivery

Communication

Dialogue is the key to all successful projects. Management of the testing program will begin with the set-up of the controls and communications with the project team members. Upon award, our Project Manager will talk with members of the project team having an active interest in acquiring and processing our engineering reports and test data. We consider this a critical phase in order to develop the necessary cooperative relationship between testing and inspections and production.

During construction, our Project Manager will talk with the project team to discuss details of the project and any non-conformance items, either new or outstanding. Our Project Manager will also contact the client and/or the structural engineer as necessary to clarify design drawings, shop drawings or specifications, or to verbally report non-conformance items.

Data Management

To provide our clients with real-time field and laboratory data management and reporting, Terracon developed and maintains an automated application that we call **CMELMS**. The acronym stands for **Construction Materials Engineering Laboratory Management System** and is utilized by construction materials engineering and testing operations in our offices.

CMELMS streamlines the delivery of our reports and can be used anywhere with an internet connection. Our field personnel have the capability to enter data on-site allowing our Project Managers to have real-time access to the field data. Reports are produced in the same application allowing us to achieve better communication, more consistency, and faster turnaround.

Reporting

Our field representatives will immediately communicate our test results and any non-conformances to the site superintendent and our Project Manager. Terracon will maintain an electronic log of non-conformance items (performed by us) and this log will be distributed to the project team bi-weekly.

Our reports will be distributed via e-mail, unless otherwise requested, according to the following schedule:

Report Type	Reporting Schedule (from completion of service)
Non-Conformance	1 day
Conforming Field Report	5 days
Laboratory Report	2 days

To ensure we meet the goals we have set for report turnaround, we have developed a report tracking system in our **CMELMS** software to evaluate where a test result or report is in our system. This allows us to achieve better communication, more consistency, and faster turnaround of reporting on the project.

Safety

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (*IIF*) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective.

During the performance of our services, if our employee encounters a situation they feel is or could be unsafe, they will communicate our concern to the site superintendent. Our employees have the authority to refuse to enter an unsafe area or situation. If the situation is not remedied, our Project Manager will contact the site superintendent and the client for further discussion.

In addition, Terracon retains the right to stop work without penalty at any time we believe it is in the best interest of our employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Terracon related to our pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Terracon of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

COMPENSATION

Fees for services provided will be based on the attached **Rate Schedule**. These rates will apply for the duration of the project.

Based on the scope of services presented in this proposal, our review of the plans and specifications dated July 15, 2021, and our phone conversation with JEO Consulting Group on August 23, 2021, our estimated cost to perform these services is \$23,726. A breakdown of our cost is provided in the attached **Cost Estimate**. *We will only invoice for the services provided, i.e. Terracon will not invoice for the total budget if the total booked is less than the budget. In addition, Terracon understands that trips for field testing services provided on this project may be provided through services on the elementary school and middle school projects.*

Please note this is only a budget estimate; not a not-to-exceed price. Many factors, including those out of our control, such as weather and the contractor's schedule, implementation of RFI's and/or ASI's, and how often we are called to the site, will dictate the final fee for our services. Furthermore, all costs associated with cancelled services, deviations, re-testing and re-inspections of failing items, on-site standby time, overtime, and short notice premiums are not included in our estimated cost (unless otherwise noted).

AUTHORIZATION

This proposal may be accepted by executing the attached Supplement to Agreement for Services and returning it along with this proposal to Terracon. All terms and conditions of the Agreement for Services dated November 18, 2020 (Terracon Proposal No. P05205227) shall apply. This proposal is valid only if authorized within sixty days from the listed proposal date.



RATE SCHEDULE

	Rate	Unit
PERSONNEL		
Field Technician	\$60.00	hour*
Project Coordinator	\$65.00	hour
Project Manager	\$110.00	hour
LABORATORY TESTING		
Core Length (9-point)	\$28.00	each
Pavement Core Drilling	\$60.00	each
GPR Pavement Thickness with Report (Optional/Lump Sum)	\$1,500.00	each
FIELD EQUIPMENT/MATERIALS		
Coring Equipment	\$255.00	day
TRIP CHARGE (includes travel time, mileage & vehicle)		
Technician	\$95.00	trip
Compressive Strength Sample Pickup	\$115.00	trip

* Overtime is defined as all hours in excess of eight (8) per day, outside of the normal hours of 7:00AM to 5:00PM Monday through Friday, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted (2.0 times the hourly rate for Sundays and Holidays).

A one hour minimum charge per task is applicable to all site visits. The representative's travel time, vehicle, and mileage are combined into a Trip Charge. You will be invoiced on a periodic basis for services actually performed as authorized or requested by you or your designated representative.



COST ESTIMATE

Service Type	Quantity	Hours per	Rate	Unit	Cost
EARTHWORK OBSERVATION AND TESTING					
Field Technician					
Subgrade Preparation (proof roll)	5	2.00	\$60.00	hour	\$600.00
Pavement Subgrade	10	1.00	\$60.00	hour	\$600.00
Utility Trench Backfill	30	1.00	\$60.00	hour	\$1,800.00
Manhole Backfill	6	1.00	\$60.00	hour	\$360.00
Trip Charge*					
Technician	51		\$95.00	visit	\$4,845.00
Subtotal =					\$8,205.00

PORTLAND CEMENT CONCRETE TESTING

Field Technician					
<i>Standard testing (temp, slump, air content, cylinders)</i>					
Casting of 1 Set of 4 Cylinders	8	1.25	\$60.00	hour	\$600.00
Casting of 2 Sets of 4 Cylinders	8	2.50	\$60.00	hour	\$1,200.00
Casting of 3 Sets of 4 Cylinders	2	3.50	\$60.00	hour	\$420.00
Casting of 4 Sets of 4 Cylinders	2	4.50	\$60.00	hour	\$540.00
Core Drilling					
Pavement Core Drilling	20		\$60.00	each	\$1,200.00
GPR Pavement Thickness (Optional)	1		\$1,500.00	each	\$1,500.00
Trip Charge*					
Technician	21		\$95.00	visit	\$1,995.00
Compressive Strength Sample Pickup	10		\$115.00	visit	\$1,150.00
Field Equipment					
Coring Equipment	2		\$255.00	each	\$510.00
Laboratory Testing					
Compressive Strength of Concrete	152		\$18.00	test	\$2,736.00
Core Length (9-point)	20		\$28.00	each	\$560.00
Subtotal =					\$12,411.00

Proposal for Soils and Concrete Materials Testing Services
 Ashland-Greenwood Schools Public Improvements ■ Ashland, Nebraska
 October 26, 2021 ■ Terracon Proposal No. P05211302A



COST ESTIMATE

Service Type	Quantity	Hours per	Rate	Unit	Cost
PROJECT MANAGEMENT					
Project Administration					
Project Coordinator	14		\$65.00	hour	\$910.00
Project Manager	20		\$110.00	hour	\$2,200.00
Subtotal =					\$3,110.00

TOTAL ESTIMATED FEE

ESTIMATED TOTAL = \$23,726.00

*The representative’s travel time, vehicle, and mileage are combined into a Trip Charge. Multiple services may be provided during some trips; therefore, the quantity of services estimated may not equal the quantity of trips estimated.

It should be noted the client is billed only for the amount of service provided, i.e. Terracon will not bill for the total Cost Estimate if the total booked is less than the estimate. The number of tests, trips, and hours on-site are primarily controlled by the contractor’s schedule. We recommend the contractor review our estimated number of tests, trips, and duration of on-site time to determine if our estimate is compatible with their production. The estimated cost can be revised if necessary.

SUPPLEMENT TO AGREEMENT FOR SERVICES**CHANGE TO
SCOPE OF SERVICES AND FEES**

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 11/18/2020, Agreement reference number P05205227) is between Ashland-Greenwood Public Schools ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

- 1. Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

See the attached Terracon proposal number P05211302A dated October 26, 2021.

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

See the attached Terracon proposal number P05211302A dated October 26, 2021.

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**

Client: **Ashland-Greenwood Public Schools**

By: _____ Date: **10/26/2021**

By: _____ Date: _____

Name/Title: **Philip T. Schiele, P.G. / Department Manager**

Name/Title: **Jason Libal / Superintendent**

Address: **15080 A Cir**

Address: **1225 Clay Street**

Omaha, NE 68144-5558

Ashland, NE 68003

Phone: **(402) 330-2202** Fax: **(402) 330-7606**

Phone: **(402) 944-2128** Fax: _____

Email: **Phil.Schiele@terracon.com**

Email: **jason.libal@agps.org**