

Agenda Item: 7.

MEMORANDUM

To: Programs, Projects and Operations Subcommittee
From: Amanda Grint, Water Resources Engineer
Date: July 7, 2017
Re: Review and Recommendation of Amendment to WP6 and WP7 Professional Services Contract with FYRA Engineering

In April 2015, the Board approved the selection of FYRA Engineering for professional services for the planning, permitting, design and construction of West Papillion Regional Basins Number 6 and 7 (WP6 and WP7). In November 2015, the Board approved an amendment to the contract to include Phase 2 of the design. One of those tasks was the development of a Water Sustainability Fund (WSF) application with a fee of \$59,380.00.

The development of the application was a significant effort and was initially denied in early 2016, another application was submitted in July 2016, which was approved for about \$6.7 million. The second application required additional information and scope. The current fee spent to date by FYRA Engineering for the WSF application is \$97,671.25. It was thought that the not to exceed fee for the contract might be able to absorb those costs however, as the second phase is wrapping up, it is necessary to request an amendment for the additional WSF work. The proposed amendment is requesting \$38,291.

The amendment is attached for consideration along with a map of the projects.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Amendment 2 to the Professional Services Agreement between the District and FYRA Engineering for final design services for the WP6 and WP7 projects, in an amount of \$38,291, bringing the total maximum not to exceed contract amount to \$1,521,855, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

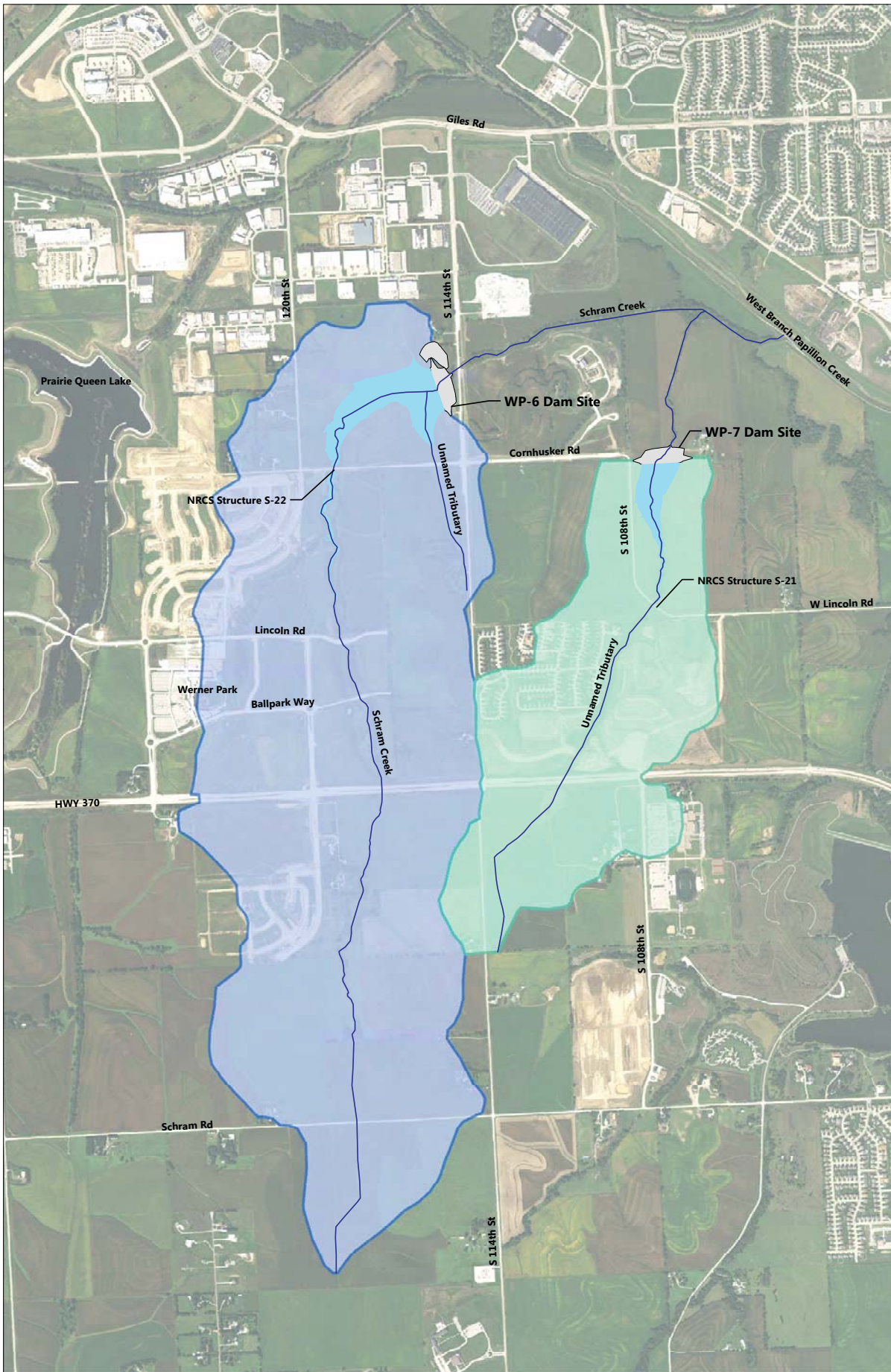
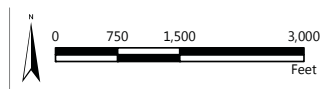


Figure 1. WP-6&7 Location Map

WP-6&7 Preliminary Design
 Papio-Missouri River NRD



SUGGESTED FORMAT
(for use with E-500, 2002 Edition)

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 1 June, 2015.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. **Effective Date of Owner-Engineer Agreement:** 1 June 2015
- b. **Owner:** Papio-Missouri River Natural Resources District
- c. **Engineer** FYRA Engineering
- d. **Project:** P-MRNRD Dam Sites WP 6&7 Final Design

2. Nature of Amendment

- Additional Services to be performed by Engineer
- Modifications to Services of Engineer
- Modifications to Responsibilities of Owner
- Modifications to Payment to Engineer
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Agreement

3. Description of Modifications

Attachment 1, "Modifications" includes additional services related to the additional grant preparation time for the second Water Sustainability Fund Application. Attachment 1 details the additional services to be performed by Engineer and the fee estimate for those tasks.

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. The Effective Date of this Amendment is 12 November 2015.

OWNER:
Papio-Missouri River NRD

ENGINEER:
FYRA Engineering



By: John Winkler

By: Michael K. Sotak, P.E.

Title: General Manager

Title: Owner/Principal Engineer

Date Signed: _____

Date Signed: 4 July 2017

This is **Attachment 1**, consisting of 1 page, to Amendment No. 1, dated 1 June, 2015.

Modifications

1. Engineer shall perform the following Additional Services:

Prepare a second Water Sustainability Fund Application that includes the removal of Site WP-5 from the technical, economic and environmental feasibility information.

2. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

Prepare second Water Sustainability Fund application.

3. The responsibilities of Owner are modified as follows:

n/a

4. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional compensation:

A maximum not to exceed total fee of \$38,291 representing time actually expended and invoiced by Engineer.

5. The schedule for rendering services is modified as follows:

This work has already been completed.

6. Other portions of the Agreement (including previous amendments, if any) are modified as follows: