

MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee

FROM: Lori Ann Laster, Stormwater Management Engineer

SUBJECT: Review and Recommendation on Southern Sarpy Watershed Partnership Professional Services Contract Amendment 2 with FYRA Engineering

DATE: April 29, 2019

In October 2016 the Board of Directors approved an Interlocal Agreement for the creation of the Southern Sarpy Watershed Partnership (SSWP). See attached map of area.

This Partnership was created between Bellevue, Gretna, Papillion, Springfield, Sarpy County, and the District to form initial policies for development Southern Sarpy County and to determine what the planning needs are for this watershed. Unlike the Papillion Creek Watershed, the Southern Sarpy Watershed has very little data with regards to hydrology, hydraulics, and water quality. The need to develop a comprehensive watershed management plan is the top priority of the new SSWP.

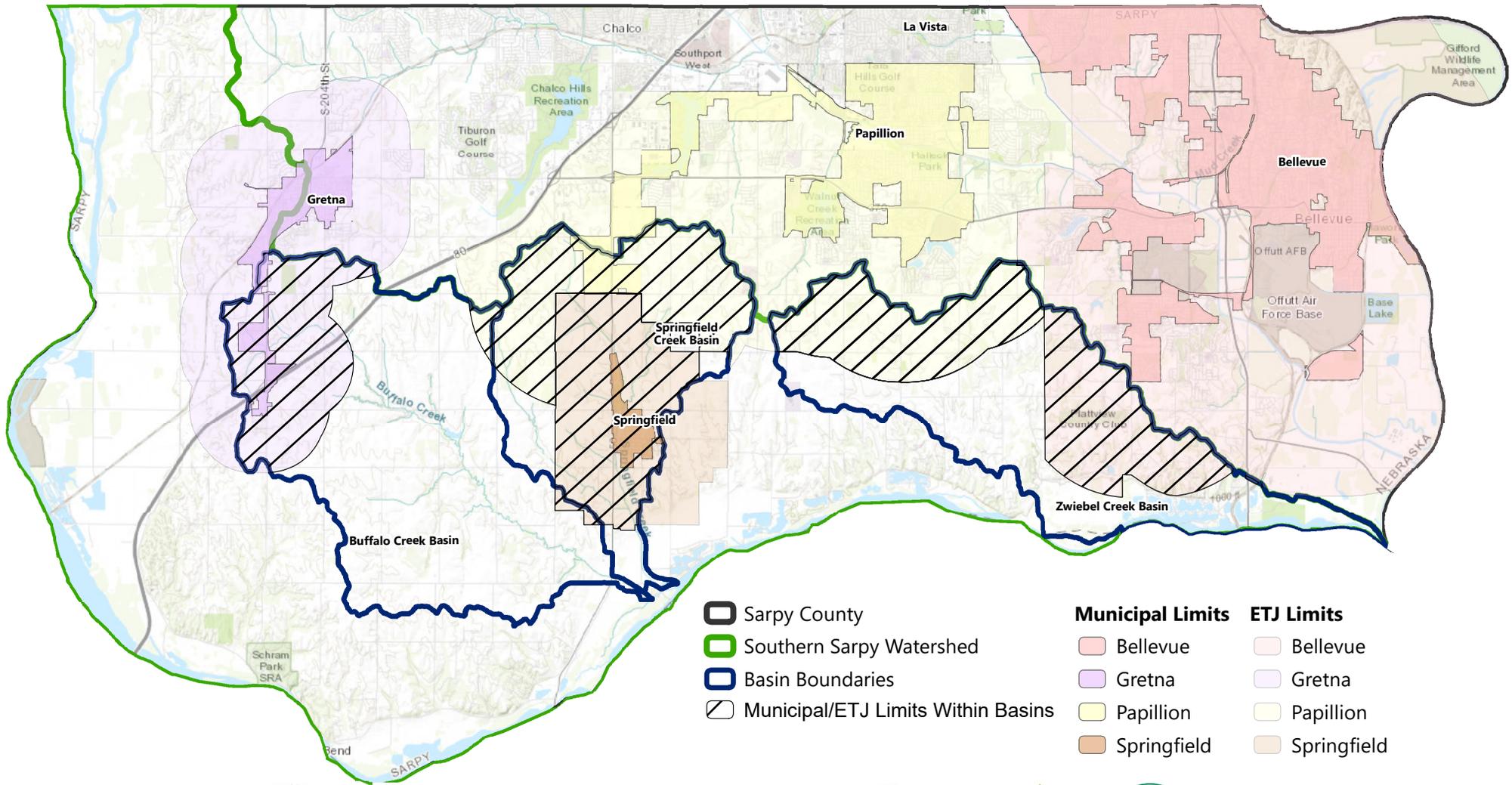
FYRA Engineering was selected in 2016 to begin the development of the watershed management plan. Phase I of the plan was completed in early 2019.

Staff and the SSWP members worked with FYRA to develop the attached scope of work, fee, and schedule for Phase II of the plan. The tasks included in the scope of work are:

- Project Management
- Stakeholder Engagement
- Goal Development
- Alternatives Development
- Interim Policy Changes
- Agency Engagement

Phase I of the project was \$400,640 and was scheduled to take two years. Phase II is expected to be completed in one and a half years with a total fee not-to-exceed \$401,108, bringing the total contract to \$801,748. Phase III of the plan, development of final plan for implementation, is anticipated to start in early 2021.

Management recommends that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed contract amendment with FYRA Engineering to provide professional services for Phase II of the Southern Sarpy Watershed Management Plan in the amount of \$410,108, making the total maximum not to exceed agreement amount \$801,748, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.



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 10 February, 2017.

AMENDMENT (1) TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. **Effective Date of Owner-Engineer Agreement:** 10 February 2017
- b. **Owner:** Papio-Missouri River Natural Resources District
- c. **Engineer** FYRA Engineering
- d. **Project:** Southern Sarpy Watershed Partnership – Southern Sarpy Watershed Management Plan

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 services required for Phase II of the Watershed Management Plan related to the formulation, development and screening of alternatives identified in the Plan.

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 9 May 2019.

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: 9 May 2019

Modifications

1. Engineer shall perform the following Additional Services:

Exhibit A, attached hereto and incorporated herein, entitled “Task Descriptions – Southern Sarpy Watershed Management Plan Phase II,” details the Additional Services to be performed by Engineer.

Exhibit B, attached hereto and incorporated herein, entitled “Task List and Fee Estimate,” details the Additional Services to be performed by Engineer and the estimated fees associated with those Additional Services.

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:

Exhibit A and Exhibit B, referred to above, details the additional services to be performed by Engineer.

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 \$401,108 representing time actually expended and invoiced by Engineer and Consultants as estimated on Exhibit B, the “Task List and Fee Estimate.”

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

May 2019 to November 2020: Complete Phase II Services and scope Phase III – Final Plan Development.

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

NA

Attachment 1 to Exhibit K

1.0 PROJECT MANAGEMENT

1.01 Partnership Coordination Meetings

Preparation for and attendance at 12 monthly project coordination meetings to review project status, work completed, upcoming tasks, and gather stakeholder input from Partnership. Agenda will be reviewed a week ahead of coordination meetings with NRD staff.

1.02 NRD Coordination Meetings

Preparation for and attendance at 12 project technical coordination meetings to review project status, work completed, and general project direction. Meeting subjects and timing dependent on needs of project progress and as per availability of NRD management/staff.

1.03 Monthly Invoicing & Project/Schedule Updates

Preparation of monthly project invoices, incorporation of sub-consultant invoices, and a summary of work completed during the invoicing period. Invoices will be sent to the NRD prior to the first of the month. Updates will include budget and schedule tracking.

2.0 STAKEHOLDER ENGAGEMENT

2.01 Partnership Survey – Goal Setting

Preparation, distribution, and collection/organization of Partnership survey to review Partnership goals and establish quantitative metrics by which alternatives can be assessed.

2.02 Partnership Survey – Alternatives Formulation

Preparation, distribution, and collection/organization of Partnership survey to gather input on the type/size/location of alternatives that Partnership members would like to see assessed to meet established goals.

2.03 TAG/WAG Development and Coordination

Organization and development of both Technical and Watershed Advisory Groups (TAG/WAG) and direction on their roles and responsibilities in the overall Plan development.

2.04 TAG Workshop

Planning, organization, facilitation, and documentation of initial TAG workshop to define roles of TAG and input desired in the stakeholder engagement component of the Plan.

2.05 Development of Engagement Plan for Phase III

Pending direction and progress during Phase II work, develop public/stakeholder engagement plan for Phase III of Plan development.

3.0 GOAL DEVELOPMENT

3.01 Refine Existing Partnership Goals – Prep/Follow Up Work

Based on goal setting Partnership survey and coordination meeting input, refine Partnership goals of the Plan to assist in guiding the formulation, development, and screening of alternatives to address impacts of changes in the watershed.

3.02 Establish Metrics for Goals – Prep/Follow up Work

Using baseline and future conditions models, assess and establish achievable/realistic/affordable (practicable) quantitative metrics for the alternatives to be developed.

3.03 Incorporate Goal Development Effort Into Plan

Based on the Partnership survey, goal refinement, and goal quantitative work performed, prepare Plan verbiage to relay the work performed.

4.0 ALTERNATIVES

4.01 Develop List of Potential PPAs

Based on the established goals/metrics for the Plan, create a list of all potentially effective Projects, Policies, and Actions (PPAs) that can mitigate impacts of future land use and time.

4.02 Define Screening Criteria

Prepare a detailed description of the screening criteria that will be used based upon established Partnership metrics, permitting constraints, and economics.t

4.03 Develop Alternatives to Screening Level

Prepare descriptions, drawings, and other information as necessary to adequately describe and depict the alternatives developed so that they can be properly assessed and screened in accordance with the established screening criteria.

4.04 Screen Alternatives

Compare alternatives to project goals and quantitative metrics and document the screening process and results.

4.05 Rank Alternatives

Based on outcome of alternatives screening process, rank alternatives in accordance with project goals and quantitative metrics and document the ranking process and results.

4.06 Combine and Develop Preferred/Selected Alternatives

Look for opportunities to scale and combine preferred/selected alternatives to improve alternative effectiveness while reducing overall costs.

4.07 Incorporate Alternatives Work In Plan

Incorporate the alternatives analysis into the Plan.

5.0 INTERIM POLICY CHANGES

5.01 Develop Draft Stream Stabilization/Setback Policy

After receipt of results of the USACE Section 22 Study in the Papillion Creek Watershed, work with the Partnership to establish a new/revised policy related to stream stabilization methods and setbacks required by the agencies in the study area.

5.02 Incorporate Draft Policy Into Plan

Based on the policy developed, incorporate the verbiage and supporting technical information into the Plan.

6.0 AGENCY ENGAGEMENT

6.01 NGPC/USACE/USFWS Coordination

Throughout Phase II of the study, continue coordination with the regulatory agencies that may be required outside of TAG coordination.



Exhibit B - Task List and Fee Estimate
Southern Sarpy Watershed Management Plan - Phase II
 Southern Sarpy Watershed Partnership
 Sarpy County, NE
 FYRA Project No. 001-16-03

| Tasks | FYRA Engineering | | | | | Vireo | | | | Expenses | Total | |
|--|---|------------|----------|--------------|----------|----------|----------|-----------|-------------|----------|---------|-----------|
| | Prj Mngr | Prj Engr | Prj Engr | Geotech Engr | El | LA | Tech | Ecologist | Public Inv. | | | |
| | Sotak | Gregalunas | Kaufman | Ahmed | (Varies) | Bentley | Henrichs | Brown | Penelton | | | |
| | \$202 | \$175 | \$150 | \$130 | \$100 | \$120 | \$90 | \$110 | \$110 | | | |
| No. Project Management | | | | | | | | | | | | |
| 1.01 | Partnership Coordination Meetings (12) | 48 | 48 | 48 | | | 36 | | 8 | | \$200 | |
| 1.02 | NRD Coordination Meetings (12) | 24 | 24 | 24 | | | 12 | | | 6 | \$200 | |
| 1.03 | Monthly Invoicing & Project/Schedule Updates (12) | 12 | | | | | 12 | | | | | |
| Project Management Task Total | | \$16,968 | \$12,600 | \$10,800 | \$0 | \$1,200 | \$7,200 | \$0 | \$880 | \$660 | \$400 | \$50,708 |
| No. Stakeholder Engagement | | | | | | | | | | | | |
| 2.01 | Partnership Survey - Goal Setting (1) | 8 | 8 | 8 | | | 4 | | | 8 | | |
| 2.02 | Partnership Survey - Alternatives Formulation (1) | 8 | 8 | 8 | | | 8 | | 8 | 16 | | |
| 2.03 | TAG/WAG Development and Coordination | 4 | | 4 | | | | | | 2 | | |
| 2.04 | TAG Workshop (1) | 12 | 4 | 12 | | | 4 | | 4 | 12 | \$500 | |
| 2.05 | Development of Engagement Plan for Phase III | 8 | | 2 | | | 2 | | 2 | 8 | | |
| Stakeholder Engagement Task Total | | \$8,080 | \$3,500 | \$5,100 | \$0 | \$0 | \$2,160 | \$0 | \$1,540 | \$5,060 | \$500 | \$25,940 |
| No. Goal Development | | | | | | | | | | | | |
| 3.01 | Refine Existing Partnership Goals - Prep/Follow Up Work | 12 | 4 | 12 | | | 8 | | 8 | 4 | | |
| 3.02 | Establish Metrics for Goals - Prep/Follow Up Work | 4 | 8 | 8 | | | | | | | | |
| 3.03 | Incorporate Goal Development Effort Into Plan | 8 | 8 | 8 | | | 4 | | 4 | | | |
| Goal Development Task Total | | \$4,848 | \$3,500 | \$4,200 | \$0 | \$0 | \$1,440 | \$0 | \$1,320 | \$440 | \$0 | \$15,748 |
| No. Alternatives | | | | | | | | | | | | |
| 4.01 | Develop List of Potential PPAs | 16 | 16 | 16 | | | 12 | | 12 | | | |
| 4.02 | Define Screening Criteria | 20 | 20 | 20 | | | 12 | | 12 | | | |
| 4.03 | Develop Alternatives to Screening Level | 20 | 80 | 80 | 80 | 200 | 60 | 100 | 24 | | | |
| 4.04 | Screen Alternatives | 16 | 16 | 40 | | 200 | 60 | 80 | 16 | | | |
| 4.05 | Rank Alternatives | 16 | 16 | 40 | | 80 | 16 | | 16 | | | |
| 4.06 | Combine and Develop Preferred/Selected Alternatives | 16 | 16 | 40 | | 200 | 40 | | 12 | | | |
| 4.07 | Incorporate Alternatives Work in Plan | 80 | 40 | 80 | | 160 | 80 | 100 | 30 | | | |
| Alternatives Task Total | | \$37,168 | \$35,700 | \$47,400 | \$10,400 | \$84,000 | \$33,600 | \$25,200 | \$13,420 | \$0 | \$1,500 | \$288,388 |
| No. Interim Policy Changes | | | | | | | | | | | | |
| 5.01 | Develop Draft Stream Stabilization/Setback Policy | 8 | 8 | | | | | | | | | |
| 5.02 | Incorporate Draft Policy Into Plan | 12 | 20 | | | 20 | | | | | | |
| Interim Policy Changes Task Total | | \$4,040 | \$4,900 | \$0 | \$0 | \$2,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$10,940 |
| No. Agency Engagement | | | | | | | | | | | | |
| 6.01 | NGPC/USACE/USFWS Coordination | 12 | | 40 | | | 8 | | | | | |
| Agency Engagement Task Total | | \$2,424 | \$0 | \$6,000 | \$0 | \$0 | \$960 | \$0 | \$0 | \$0 | \$0 | \$9,384 |
| Subtotal Hours | | 364 | 344 | 490 | 80 | 872 | 378 | 280 | 156 | 56 | | |
| Subtotal Costs | | \$73,528 | \$60,200 | \$73,500 | \$10,400 | \$87,200 | \$45,360 | \$25,200 | \$17,160 | \$6,160 | \$2,400 | \$401,108 |