MEMORANDUM

To: PPO Subcommittee  
From: Amanda Grint, Water Resources Engineer  
Date: September 1, 2020  
Re: Amendment No. 6 to Professional Services Contract with HDR Engineering for Zorinsky Basin 2

In 2016, HDR Engineering, Inc. was awarded a professional services contract for the Preliminary Design (Phase 1) of the Zorinsky Basin No. 2 (ZB2) project for a not to exceed amount of $470,200. Amendment 1 and 2 followed in April and November 2017, for the final design and construction administration as well as additional out of scope items. Amendment 3 was approved in August 2018, to address revisions to the stream mitigation. Amendment 4 and 5 approved in December 2018 and March 2020, extended the schedule and included additional technical assistance for unusually high ground water bringing the total contract not to exceed amount of $1,929,891. ZB2 is the last of four planned water quality basins identified through a community planning session in 1999 to protect the water quality of Zorinsky Lake. See attached map. Amendment No. 6 addresses the following items:

- Extend the Project Management and SWPPP inspections for an additional eight months to match the updated construction schedule and to monitor site until 70% vegetative cover.
- Additional construction contract administration for up to 100 hours.
- Survey channel cross sections to establish baseline for 404 permit reporting.

A proposed detailed scope of work and cost estimate for Amendment 6 are attached for review. HDR would provide these additional out of scope items on an hourly basis not to exceed the amount of $43,991, for a total contract not to exceed amount of $1,973,882.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute Amendment No. 6 to the Professional Services Agreement with HDR Engineering, Inc. for the Zorinsky Water Quality Basin Number 2 project in an amount not to exceed $43,991 bringing the total contract not to exceed amount to $1,973,882 subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.
September 1, 2020

Amanda Grint, PE, CFM
Water Resources Engineer
Papio-Missouri River Natural Resources District
8901 S. 154th Street
Omaha, NE  68138-3621

RE: Zorinsky Water Quality Basin No. 2
Phase III Construction Administration Services Amendment No. 6
Extend Construction Administration Services

Dear Amanda,

HDR Engineering, Inc. is pleased to submit the attached Amendment No. 6 to our Agreement for the Phase III Construction Administration services on the Zorinsky Water Quality Basin #2 project. This amendment extends our construction services schedule to complete construction observation and provide for SWPPP inspection until the vegetative cover has been established. The not to exceed estimate for Amendment No. 6 is $ 43,991. The amended agreement is not to exceed $1,973,882.

Please sign the Agreement and provide me with a signed copy for my files. Our receipt of your signed acceptance will constitute our Notice to Proceed.

We look forward to continue working with you on this very important project. If you have any questions, please contact me at 402.926.7110 at your convenience.

Very truly yours,
HDR Engineering, Inc.

[Signature]

John Engel, P.E.
Project Manager

Enclosures
AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 6

The Effective Date of this Amendment is: ______.

Background Data

Effective Date of Owner-Engineer Agreement:  April 22, 2016

Owner:  Papio-Missouri River Natural Resources District (P-MRNRD)

Engineer:  HDR Engineering, Inc. (HDR)

Project:  Zorinsky Water Quality Basin No. 2

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

___  Additional Services to be performed by Engineer

__X  Modifications to services of Engineer

__X  Modifications to responsibilities of Owner

__X  Modifications of payment to Engineer

__X  Modifications to time(s) for rendering services

__X  Modifications to other terms and conditions of the Agreement

Description of Modifications:

a.  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:

1)  Exhibit A, “Engineer’s Services”, shall be amended to include Exhibit A1, “Engineer’s Services for Amendment No. 6” and Enclosure A, Subconsultants Proposals.

2)  Exhibit C, “Payments to Engineer for Services and Reimbursable Expenses”

   i)  As modified by Amendments Nos. 1, 2, 3, 4, and 5 change C2.01 as follows:

   1.  C2.01.A.1 delete “$154,744” and replace with “$143,801” (Accumulated Subconsultants) and delete “$44,846” and replace with “$62,552” (Accumulated Direct Expenses). Adjustment made to totals as a result of Amend No. 5 incorrect totals for direct expenses and Subconsultants.

   2.  C2.01.A.3 delete “$1,929,891” and replace with $1,973,882.
ii) Amend Appendix 1 to include Attachment 2, “Engineer’s Fee Estimate “and Attachment 3 “Engineer’s Schedule”.

b. Modify Article 7 – Definitions, 7.01.A.24 Maximum Amount. Remove “one million nine hundred twenty nine thousand eight hundred ninety one dollars ($1,929,891)” and replace with “one million nine hundred seventy three thousand eight hundred eighty two dollars ($1,973,882)”.

Agreement Summary:

- Original agreement amount (Preliminary Design): $470,200.00
- Net change for Amendment No. 1 (Design & Const.): $858,930.00
- Reduction in Phase I Scope and Fees: $(49,470.00)
- Net change for Amendment No. 2 (Add. Design): $56,200.00
- Net change for Amendment No. 3 (Stream Mitigation): $107,700.00
- Net change for Amendment No. 4 (Add Design & Const.): $280,431.00
- Net change for Amendment No. 5 (Add Construction): $205,900.00
- This amendment amount (Add Construction): $43,991.00

Adjusted Agreement amount: $1,973,882.00

Change in time of services: April 15, 2017 to July 1, 2021 (Amendment No. 6)
(Additional 8 months)

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: ________________________________
Print name: John Winkler
Title: General Manager
Date Signed: ________________________

ENGINEER:

HDR Engineering, Inc.

By: ________________________________
Print name: Matthew Tondl, P.E.
Title: Senior Vice President
Date Signed: 9/1/20
AMENDMENT NO. 6

Engineer’s Services

PART 1 – BASIC SERVICES

A1.02 Phase III Construction Observation Services

Zorinsky Water Quality Basin No. 2
for Papio-Missouri River Natural Resources District
Douglas County, NE

ENGINEERING PROPOSAL – ADDITIONAL DESIGN MODIFICATIONS DURING CONSTRUCTION AND CONSTRUCTION OBSERVATION SERVICES FOR EXTENDED CONSTRUCTION SCHEDULE

BACKGROUND AND BASIS OF PROPOSAL

HDR Engineering, Inc. was selected by the P-MRNRD to provide planning, permitting, preliminary and final design and construction contract administration services for Zorinsky Basin No. 2 (ZB-2). ZB-2 is a proposed water quality basin to be located upstream of Zorinsky Lake on Boxelder Creek located in Douglas County and is located near 204th and F Streets in Omaha, Nebraska.

To more concisely respond to project requirements, a phased approach was proposed. Phase I, which included preliminary design, is completed. Phase II generally included preparing final design documents and providing bidding assistance is completed. Phase III is currently underway for construction contract administration services.

In Amendment No. 1, where Phase II and III tasks were defined, the duration of the project was 20-1/2 months (begin April 14, 2017 to December 31, 2018). At the time of bidding, the construction schedule was extended to reflect the past construction season’s wet weather and higher than normal groundwater conditions, the completion date was established as December 1, 2019. Amendment No. 4 added an additional 4 months to the HDR schedule for the completion of the O&M Manual, extending the contract schedule to April 1, 2020. Amendment No. 5 added an additional 7 months to the HDR schedule for the completion of the O&M Manual, extending the contract schedule to November 1, 2020. The construction contract has a completion date of September 15, 2020. Amendment No. 6 extends the contract an additional 8 months to cover the construction contract extension and closeout activities.
SCOPE OF SERVICES – PHASE III – MODIFICATION TO CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

HDR will perform coordination and design of modifications and provide construction observation and supporting services for the extended construction schedule. The scope of work modifies the following tasks:

**TASK SERIES 100 PROJECT MANAGEMENT**

**Task Objectives:** Confirm that Project elements are being completed.

**HDR Activities:** **Task 110 Project Management.** Includes Project scheduling, administration and coordination activities on the Project. Internal HDR Project Team meetings will be conducted to discuss tasks, provide Project updates and review deliverables. Prepare monthly invoices and progress report.

**Task Deliverables:**
- Monthly invoices and progress report

**Key Understandings:**
- Extend the contract period from November 1, 2020 to July 1, 2021 or adding an additional 8 months of project management.

**TASK SERIES 1000 CONSTRUCTION CONTRACT ADMINISTRATIVE SERVICES**

**Task Objectives:** To provide construction contract administration services during the construction schedule.

**Task 1010 Records and Reports.**
1010.1 Records and Reports. Continue to document construction activities. Survey channel cross sections to establish baseline conditions for Section 404 stream monitoring. Cross sections to be taken downstream of the water quality dam, within the stream mitigation reach at ZB-2 and within the stream mitigation reach at Flanagan Lake.

**Task 1030 Permit Compliance Support.**
1030.1 SWPPP Compliance Monitoring. Conduct minimum of weekly site visit to the site and prepare report on BMP performance. Submit to PWCP website. Prepare Notice of Termination (NOT) upon establishment of vegetation.

**Task Deliverables:**
- Construction Documentation
- SWPPP reports

**Key Understandings:**
- Contractor period of performance was extended to September 15, 2020 due to high groundwater levels and subsequent sequencing of activities. Previous construction schedule was to be completed by June 1, 2020.
- Amendment No. 5 made assumptions on the level of effort for full-time resident project representative (RPR). Actual hours were less than
Construction schedule was extended 2-1/2 months. Based on a cost to complete estimate, an additional 100 hours is included in this scope when the Contractor is performing work requiring observation, as determined by HDR.

- E&A to conduct baseline survey for Section 404 stream mitigation.
- SWPPP inspection continues until 70% vegetative cover is established. Seeding is slated for mid- to late-September and growing season starts May 1. Estimate assumes 70% cover achieved by June and then closeout of SWPPP can begin.
## ATTACHMENT 2

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**

**PHASE II AND PHASE III: CONSTRUCTION CONTRACT ADMINISTRATION OF ZORINSKY WATER QUALITY BASIN NO. 2**

**AMENDMENT NO. 6 FEE ESTIMATE - AUGUST 31, 2020**

### HDR Engineering, Inc. Estimated Hours/Costs

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### HDR

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**Exhibit A4 – Engineer’s Services for Amendment No. 6 – Attachment 2 Fee Estimate**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

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September 1, 2020

Laurie Carrette P.E.
C/O Papio NRD

Dear Laurie

The purpose of this letter is to explain our existing contract and also future fees for our services on the Dam Site ZB-2 Project.

We have $8231.25 remaining on our existing contract. The following work still needs to be completed:

1. As-built of existing Dam and Spillway
2. As-built of instrumentation

The existing fee remaining ($8231.25) will be sufficient to cover the above scope. However, E&A has been asked to perform the following that is outside our current contract:

1. Survey 9 stream cross sections for 404 monitoring. See exhibit A.

This additional service will exceed our existing contract. In summary we are requesting an additional $4000.00 to be added or amended to our existing contract. Please review and feel free to contact me with any questions.

Thank you

Jason Headley RLS
Survey Project Manager