

MEMORANDUM

To: Programs, Projects and Operations Subcommittee
From: Amanda Grint, Water Resources Engineer
Date: September 28, 2020
Re: Review and Recommendation on Amendment 5 to Professional Services Contract with FYRA Engineering for WP6 and WP7

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). The work was planned to be completed in three phases. The original contract in the amount of \$265,245, included the feasibility study and preliminary design of WP6 and WP7. Previous amendments included final design, Water Sustainability Fund application, and bidding and construction services and additional Cornhusker Road design bringing the total to \$2,770,263. Amendment 5 is summarized below:

- Additional construction observation services due to a contract extension by two months and minimal work in the spring. Additional out of scope construction observation items also include principal spillway pipe coordination and crack testing.
- Design of the removal of an NRCS grade stabilization structure that is no longer needed due to the WP7 flood control structure.
- Coordination for additional borrow material due to unsuitable pool material.
- Trail and utility coordination as surrounding development occurs.

FYRA Engineering would provide the professional services in Amendment 5 of the WP6 and WP7 professional services contract on an hourly basis not to exceed the amount of \$170,521.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Amendment 5 to the Professional Services Agreement between the District and FYRA Engineering for design and construction administration services for the WP6 and WP7 projects in an amount of \$170,521, bringing the total maximum not to exceed contract amount to \$2,940,784, 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 1 June, 2015.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: 2 June 2015
- b. Owner: Papio-Missouri River Natural Resources District
- c. Engineer: FYRA Engineering, LLC
- d. Project: P-MRNRD WP 6&7 Preliminary 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", Exhibit A "Additional Services/Tasks During Construction Observation Phase"

Attachment 1, "Modifications" includes additional Basic Services related to the bidding and construction observation phases for the project. Exhibit A to Attachment 1 details the Additional Basic Services performed and 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 8 October 2020.

OWNER:

ENGINEER:



By: John Winkler

By: Michael K. Sotak, P.E., D.WRE

Title: General Manager

Title: Owner/Principal Engineer

Date
Signed:

Date Signed: 8 October 2020

Modifications

1. Engineer shall perform the following Additional Services:

N/A.

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:

The addition of:

Construction Observation services related to an extension of time on the project for the Contractor and a list of additional services prepared along the way explained in Exhibit A.

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 or modified compensation:

A maximum not to exceed total fee of \$170,521 representing time actually expended and invoiced by Engineer as estimated by the time remaining on the project and the effort expended each month by Engineer and Subconsultant.

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

The services will be performed in conjunction with the construction and required construction observation of the WP-6 and WP-7 sites as detailed in Exhibit A.

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

Section C2.01.3 of Exhibit C – Article 2 – Owner’s Responsibilities with the following:

3. The total compensation for services under Paragraph C2.01 is estimated to be a not-to-exceed amount of **\$2,940,784** based on the following assumed distribution of compensation and as detailed in Attachment 1 to Exhibit C, Exhibits of Amendment 1, Amendment 2, Amendment 3, Amendment 4 and this Amendment 5:

a. Amendment 1 (November 2015)		\$1,218,319
b. Amendment 2 (July 2017)		\$38,291
c. Amendment 3 (April 2018)		\$1,155,504
d. Amendment 4 (May 2020)		\$92,904 (see below)
1) Final Design Phase Services	\$40,244	
2) Construction Phase Services	\$52,660	
e. Amendment 5 (October 2020)		<u>\$170,521</u>
Original Agreement Amount:		<u>\$265,245</u>



Exhibit A

ADDITIONAL SERVICES/TASKS DURING CONSTRUCTION PHASE

Construction Observation Services to Date 120 Hours = \$14,400

- Ordering HDPE/RCCP pipes outside construction contract
- Thompson pipe group PS pipe revisions
- Thompson pipe group change order coordination
- Dispersive testing/documentation
- Alum testing
- Crack test grout mix design

NRCS Structure Removal 160 Hours = \$19,200

- Design concept
- Meeting to discuss
- Design plans/CO for work

WP-7 Development/Borrow 60 Hours = \$7,200

- Geotech testing/lab analysis/reporting
 - PS pipe mods/settlement impacts
 - Additional proctors for WP-6 AS/borrow mix
 - Crack test grout mix design
 - Dispersive testing/documentation
 - Others?
- Coordination of agreement/exhibit with Torczon
- Re-arranging borrow sequences due to unavailable fill from adjacent development

Surrounding Roadway/Trail/Utility Coordination 30 Hours = \$3,600

- S. 108th Street coordination
- Trail connections to surrounding trails
- Sanitary sewer main conflicts/raises, etc.
- Water main utility relocations

Additional Construction Observation Services Needed 1,050 Hours = \$126,121

- Daily construction observation services to complete construction contract
- CO Services on NRCS Structure Design

Note: Contract amounts above are based on a blended rate of \$120/hour. Hours are estimated based on engineer's estimate for past services and actual time calculated for additional CO services including all expenses.