

Memorandum

To: Programs, Projects, and Operations Subcommittee
From: Lori Ann Laster, Stormwater Management Engineer
Date: December 1, 2020
Re: Review and Recommendation on Amendment #1 to Professional Services Contract with JEO for Southern Sarpy Watershed Partnership Construction Stormwater Inspection Services

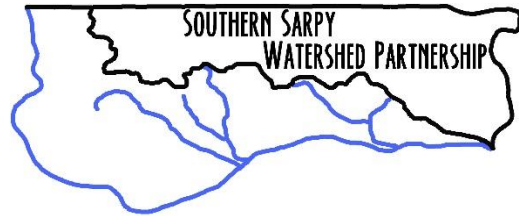
On January 2020 the Board approved a contract with JEO Consulting Group, Inc (JEO) to provide professional services necessary to perform construction stormwater inspection services on behalf of the member agencies of the Southern Sarpy Watershed Partnership (Partnership). These inspections are required to enforce the codes and regulations adopted by the member agencies to comply with Municipal Separate Storm Sewer System (MS4) requirements under EPA's National Pollutant Discharge Elimination System (NPDES).

The Partnership members and the District have worked with JEO over the past year and have agreed that the contract should be amended to include additional years of inspection work. At their November 20, 2020 meeting, the Partnership voted unanimously to approve a contract extension through January 31, 2025. This will cover the inspection work through the end of the current Partnership Interlocal Agreement.

District staff and JEO representatives have worked together to prepare the enclosed to this contract.

JEO will be responsible for providing project management, routine construction site inspections, complaint-based inspections, and preparation of monthly reports on all inspections and actions. This contract anticipates inspection of around 35 construction sites at any given time. A report will be prepared for inclusion in each community's annual MS4 report. The total not-to-exceed fee for this amendment is \$704,983 bringing the total contract price to \$868,573. This project will be covered by the Southern Sarpy Watershed Partnership Fund.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute Amendment #1 to the professional service contract with JEO Consulting Group Inc. for the Southern Sarpy Watershed Partnership Construction Stormwater Inspections for a maximum not-to-exceed fee of \$868,573, subject to changes deemed necessary by the General Manager and approval as to form by District legal counsel.



Minutes

Partnership Coordination Meeting

November 20, 2020 - 11 am

Zoom

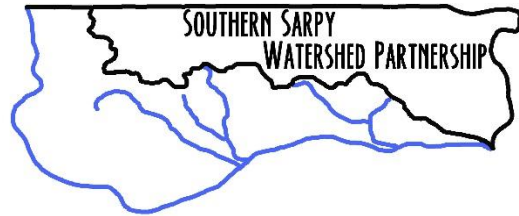
Attendees: Dan Giittinger (Gretna), Dean Dunn (Bellevue), Jason Kubicek (Sarpy County), Kathleen Gottsch (Springfield), Mark Stursma (Papillion), Marlin Petermann (P-MRNRD), Amanda Grint (P-MRNRD), Lori Laster (P-MRNRD), Eric Williams, (P-MRNRD), Mike Sotak (FYRA), Sara Mechtenberg (FYRA), Melissa Campbell (JEO), Dan Fricke (JEO), Mike Heller (JEO)

1. Introductions

- a. The meeting began at 11:07 am. Marlin Petermann facilitated introductions.

2. **VOTE**-Construction Stormwater Inspection Contract with JEO Consulting Group

- a. Lori Laster gave an overview of the proposed contract amendment with JEO Consulting Group, Inc. Currently JEO is performing construction site stormwater inspections for sites in the Southern Sarpy area. This contract was approved by the Partnership last year for 1 year of inspections. Lori reached out to the communities for feedback on the work JEO has been doing. All communities agreed that JEO's contract should be amended to include additional years of inspections. The contract would be extended to cover inspections through December 31, 2024 with a final report due by January 31, 2025. This would cover inspections through the end of the current Partnership interlocal agreement. The total not-to-exceed amount of the contract amendment is \$704,983.
- b. Mark Stursma motioned to approve the JEO Contract amendment. Marlin Petermann seconded the motion. Motion carried 6 yea-0 nay.
 - i. Yeas: Dan Gittinger, Mark Stursma, Dean Dunn, Kathleen Gottsch, Jason Kubicek, Marlin Petermann
 - ii. Nays: none

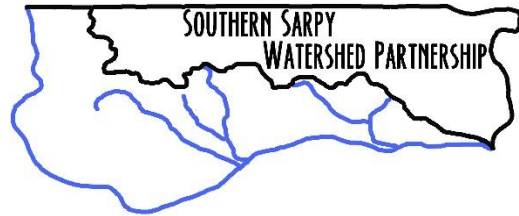


3. Peak Flow Management Alternatives – FYRA

- a. Mike Sotak and Sara Mechtenberg answered questions regarding the peak flow management alternatives that had been presented at the previous meeting. Mike also discussed the upcoming project schedule.
- b. FYRA is working to complete a draft scope and fee for Phase 3 of the watershed management plan and will present that at the December Partnership meeting.
- c. To finish Phase 2, FYRA will prepare a technical memorandum regarding the recommended peak flow alternatives. This memo and figures will then be available for partner agencies to use when coordinating with future infrastructure and development projects.

4. Other Items of Interest

- a. The normal Wastewater Agency meeting date is the fourth Wednesday of the month. Due to the Thanksgiving and Christmas holidays there will be one meeting for November and December and is scheduled for December 9, 2020 at 4 pm.
- b. Mark Stursma stated that a new development project is in the works in Papillion. This project is proposing to stabilize the stream running through the development and is requesting a waiver of stream setbacks and stormwater fees. This has never been requested by a developer and there is no policy allowing for waivers. Mark would like to discuss the issue at the next Partnership meeting.
- c. Marlin Petermann mentioned that the Papillion Creek Watershed Partnership has been working with a consultant to analyze stream degradation and update the Papiro stream setback policy. The work that's being done as part of that study could be helpful in the discussion requested by Mark Stursma. Lori Laster will send meeting invitations to FYRA and Springfiled for the next Papiro Partnership



meeting so that they are aware of the discussions regarding the potential policy updates.

5. Adjourn

- a. The meeting adjourned at 12:25 pm.
- b. The next meeting is scheduled for December 17, 2020 at 10 am.

**AMENDMENT #1 TO AGREEMENT
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
SOUTHERN SARPY WATERSHED PARTNERSHIP
CONSTRUCTION STORMWATER INSPECTIONS
JEO PROJECT NO. 191689.00 EFFECTIVE JANUARY 10, 2020**

The Effective Date of this Amendment is: January _____, 2021.

Background Data

Effective Date of Original Agreement: 10 January 2020

Owner: Papio-Missouri River Natural Resources District

Engineer: JEO Consulting Group, Inc.

Project: Southern Sarpy Watershed Partnership Construction Stormwater Inspections

Nature of Amendment:

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Reference Attachment 1 to Amendment 1 – amendments to Scope of Services

Reference Attachment 2 to Amendment 1 – Task and Fee Structure

Agreement Summary:

Original agreement amount:	\$163,590.00
Net change for prior amendments:	N/A
This amendment amount:	\$704,983.00
Adjusted Agreement amount:	\$868,573.00*

*This agreement amount is based upon oversight of 35 construction sites at any given time. If the number of sites increases, the fee for inspection of additional sites will be billed at hourly rates as outlined in Attachment 2 – Task and Fee Schedule, or an amendment to this agreement will be developed.

Change in time for services (days or date, as applicable): Agreement to be continued through January 31, 2025.

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 Amendment remain in effect.

JEO Consulting Group, Inc.

Papio-Missouri Natural Resources District

Signature Date

Signature Date

Melissa Campbell _____
Name

John Winkler _____
Name

Senior Environmental Scientist _____
Title

General Manager _____
Title

Address:
1909 Dakota Avenue _____

Address:
8901 S. 154th Street _____

So. Sioux City, NE 68776 _____

Omaha, NE 68138 _____

Attachment 1

REFERENCE:

Professional Services/Consultant Agreement effective dated 10 January 2020 for JEO project 191689.00: Southern Sarpy Watershed Partnership Construction Stormwater Inspections

BACKGROUND:

The Southern Sarpy Watershed Partnership (hereinafter referred to as the Partnership) is comprised of the Jurisdictions of Bellevue, Springfield, Gretna, Papillion, and Sarpy County (hereinafter collectively referred to as “zoning jurisdictions”). The zoning jurisdictions are required to complete stormwater oversight inspections of erosion and sediment control practices under NPDES Permit NER210000 for Small Municipal Storm Sewer Discharges to Waters of the State Located in Douglas, Sarpy, and Washington Counties of Nebraska. Additionally, one of the goals of the Partnership is to assist the zoning jurisdictions that have a NPDES stormwater permit in the implementation of those requirements. Further, the zoning jurisdictions have adopted the Papillion Creek Watershed Partnership (PCWP) General Grading Permit Terms.

PROJECT DESCRIPTION:

The primary objective of this project is to assist the zoning jurisdictions with meeting stormwater inspection and associated documentation requirements of their respective MS4 permits. Tasks associated with the project include conducting site inspections, submitting inspection reports through Permixon, and reviewing weekly inspection reports submitted by the project inspector via Permixon. Additionally, JEO inspectors will communicate with the project inspectors regarding violations, respond to complaints at the request of the zoning jurisdictions, and recommend enforcement action when necessary. JEO will deliver monthly reports consisting of a summary and metrics of inspection activities conducted and compliance status of each permitted site. Additionally, JEO will submit an Annual Report consisting of all inspection activities conducted during the previous year in order to meet reporting requirements of the MS4 permittees.

MODIFICATIONS TO SCOPE OF SERVICES:

Task 1: Project Management

1.1 PROJECT AND SCHEDULE MANAGEMENT

- a. Routine project management and coordination tasks will be performed during the anticipated time frame for the project per the proposed schedule.
 - i. Develop a Project Management Plan.
 - ii. Establish and maintain project schedule and budget.
 - iii. Detailed monthly project invoices and progress reports will be prepared and submitted to the Owner.
 - iv. Perform routine project management tasks and general project coordination (not including meetings) with the Owner and relevant stakeholders.

1.2 KEY MEETINGS

- a. Quarterly Progress Meetings

Attachment 1

- i. Quarterly progress meetings with the Southern Sarpy Watershed Partnership.

TASK 2: CONSTRUCTION SITE OVERSIGHT

2.1 PERMIX OVERSIGHT

- a. This task includes a detailed review of available Permix data for all sites having an active Grading Permit. Use of Permix will be accessed using the existing City of Omaha license/agreement.
 - i. Review submitted inspection reports in Permix weekly.
 - ii. Document Violations.
 - iii. Use submitted inspection reports to prioritize on-site inspections.

2.2 SITE INSPECTIONS

- a. JEO will conduct a detailed on-site inspection once per month of all construction sites that have an active Grading Permit within the Southern Sarpy Watershed Partnership Jurisdiction.
 - i. Reference Permix data and review the Stormwater Pollution Prevention Plan prior to all site inspections.
 - ii. Evaluation of existing erosion and sediment control practices as specified in the site's Stormwater Pollution Prevention Plan.
 - iii. Document observed violations by taking a picture and noting location.
 - iv. Record inspection data in Permix.
 - v. Based on current available data it is assumed JEO will conduct inspection of approximately 35 construction sites at any given time.

2.3 COMPLAINT INSPECTIONS

- a. The Owner or appropriate Southern Sarpy Watershed Partnership Jurisdiction will notify the Consultant of erosion and sediment control-related complaints received for sites with an active Grading Permit.
- b. The Owner or appropriate Southern Sarpy Watershed Partnership Jurisdiction will provide JEO with the location and nature of the complaint.
- c. JEO will conduct an inspection of the erosion complaint within 24 hours and report to the Owner or appropriate Southern Sarpy Watershed Partnership Jurisdiction on the current status of the violation and recommend enforcement. Enforcement and follow up visits are to be determined based on the nature of the violation, coordinated with the appropriate Southern Sarpy Watershed Partnership Jurisdiction.
- d. All complaints, follow-up inspections, and enforcement activities will be documented and included in the monthly status update and annual report.
- e. The fee for this task assumes that JEO will respond to 35 complaints annually.

TASK 3 REPORTING:

3.2 ANNUAL REPORT

- a. An Annual Report to be delivered by the following dates:
 - i. January 29, 2021 for reporting year 2020
 - ii. January 31, 2022 for reporting year 2021
 - iii. January 31, 2023 for reporting year 2022
 - iv. January 31, 2024 for reporting year 2023
 - v. January 31, 2025 for reporting year 2024
- b. The Annual Report will include the following information:

Attachment 1

- i. Gather and analyze monthly Permix review and inspection metrics.
- ii. Report number and type of violations discovered through Permix.
- iii. Report number and type of violations discovered upon site inspection.
- iv. Describe how violations were corrected on site, if applicable.
- v. If violations resulted in enforcement action, indicate action taken.

FEE

- The cost to provide the above mentioned services will be an hourly, not to exceed fee of \$868,573.00. A breakdown of the fee is included as Attachment 1, Exhibit A of the original contract for year 2020. A fee breakdown for years 2021 through January 2025 is included as Attachment 1 to Amendment 1.
- This fee includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees.
- Compensation for Basic Services will be based on Direct Labor Costs Times a Factor Method of Payment: An amount equal to Engineer's Direct Labor Costs times a factor of [3.51] for the services of Engineer's personnel engaged on the Project, plus Reimbursable Expenses, estimated to be \$[0] (included in overhead rates), and Engineer's Consultant's charges, if any, estimated to be \$[0]. Any additional services beyond the Scope of Service will be provided on a similar basis.

FEE PER TASK	FEE
TASK 1 - PROJECT MANAGEMENT	\$72,342.00
TASK 2 - CONSTRUCTION SITE OVERSIGHT	\$686,491.00
TASK 3 - REPORTING	\$109,740.00
Total	\$868.573.00

SCHEDULE:

Following is the estimated time frame for this project. All calendar days are estimated, subject to date of acceptance and Notice To Proceed by Owner.

- Tasks 1.2, 1.3, 2 and 3.1 will be ongoing through the end of December 31, 2024.
- Task 3.2 will be completed by January 31 of each year through January 31, 2025.

