

MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee

FROM: Martin P. Cleveland, Construction Engineer

SUBJECT: Big Papio Levee Culverts Project Phase 2
Amendment No. 2 to Professional Services Agreement with FYRA Engineering, LLC

DATE: February 4, 2021

In September 2017, a professional services contract was approved with FYRA Engineering, LLC for the Big Papio Levee Culverts Project Phase 2 which included preliminary and final design, US Army Corps of Engineers [USACE] Sections 404 and 408 permitting, bidding assistance and construction contract services for rehabilitation of 16 aging culverts of the referenced project for a not-to-exceed amount of \$360,085.

In October 2020, Professional Services Agreement Amendment No. 1 was signed, and it consisted of an Agreement scope change to allow for the addition of design services for culvert BP-L30 and additional design and construction observation services related to the changes in 13 of the culverts and site conditions (such as the Spring 2019 flood) since commencement of design. Many of the culverts had deteriorated since the commencement of the design and required additional design effort. Amendment No. 1 added \$34,693 to the original agreement total of \$360,085, resulting in a revised not-to-exceed amount of \$394,778.

The proposed Agreement Amendment No. 2, which is attached, consists of an Agreement scope change to allow for additional coordination with City of Omaha, additional survey work and redesign of culverts BP-L15A and B, because of incorrect City of Omaha sanitary sewer as-builts and poor subgrade conditions. The sanitary sewer is in close proximity above the culverts at the site. Amendment No. 2 is estimated to cost \$19,554.75 and results in the revised total not-to-exceed amount to \$414,332.75. The project is nearing completion and should be done in spring 2021, weather permitting.

Management recommends that the Programs, Projects and Operations Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed Amendment No. 2 to Professional Services Agreement with FYRA Engineering, LLC in the amount of \$19,554.75 for the Big Papio Levee Culverts Project Phase 2, bringing the total not-to-exceed amount to \$414,332.75, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 20, 2017.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 2

1. Background Data

Effective Date of Owner-Engineer Agreement: 20 September 2017

Owner: Papio-Missouri River Natural Resources District

Engineer: FYRA Engineering, LLC

Project: Big Papio Levee Culverts Phase 2

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

 Modifications to responsibilities of Owner

 X Modifications of payment to Engineer

 Modifications to time(s) for rendering services

 Modifications to other terms and conditions of the Agreement

3. Description of Modifications:

Agreement Summary:

Original agreement amount:	\$ <u>360,085.00</u>
Net change for prior amendments:	\$ <u>34,693.00</u>
This amendment amount:	\$ <u>19,554.75</u>
Adjusted Agreement amount:	\$ <u>414,332.75</u>

Change in time for services (days or date, as applicable): -

Attachment 1, "Modifications", Exhibit A "Additional Services During the Construction Phase".

Attachment 1, "Modifications" includes Basic Services related to the Construction Observation Phase for the Project. Exhibit A to Attachment 1 details the Additional Basic Services performed and to be performed by the Engineer and the fee estimate for those tasks.

MODIFIED VERSION of

Exhibit K – Amendment to Owner-Engineer Agreement.

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: 11 February 2021.

OWNER:

ENGINEER:

Papio-Missouri River Natural Resources District

By: _____
Name: John Winkler
Title: General Manager

By: Melinda C. Rogers
Name: Melinda Rogers, P.E.
Title: Owner/Project Manager

Date Signed:

Date Signed: 4 February 2021

MODIFIED VERSION of

Exhibit K – Amendment to Owner-Engineer Agreement.

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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 changes in the project condition since final design and a list of additional services. These additional services are detailed 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 \$19,554.75 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.

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

The services will be performed in conjunction with the required construction and construction closeout.

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 **\$414,332.75** based on the following assumed distribution of compensation and as detailed in Attachment 1 to Exhibit C, and this Amendment 1:

a. Amendment 1	\$34,693.00
b. Amendment 2	\$19,554.75
c. Original Agreement Amount:	\$360,085.00

EXHIBIT A TO ATTACHMENT 1

		Prj Manager Rogers \$175	El Roenigk \$102	Admin Stratton \$75	Total
Additional Services/Tasks During Construction Phase					
1	Coordination with City of Omaha on Sanitary Sewer Interceptor Location	6			
2	Additional Construction Observation	30	48		
3	Work Change Directives, Change Orders and Design Modifications (due to changed field conditions since the original design)	25	5	0.25	
4	On-site Observation of Hydrovaccking Near Sanitary Sewer Interceptor	2	8		
5	Coordination with City of Omaha on Design Changes Near the Sanitary Sewer Interceptor	4	4		
6	Land Owner Coordination and Lot Line Staking	5	3		
Additional Services/Tasks During Construction Phase Total		\$12,600.00	\$6,936.00	\$18.75	\$19,554.75



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Culvert Location Map



Feet
0 1,500 3,000



**PAPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT**

8901 S. 154th Street
Omaha, NE 68138-3621

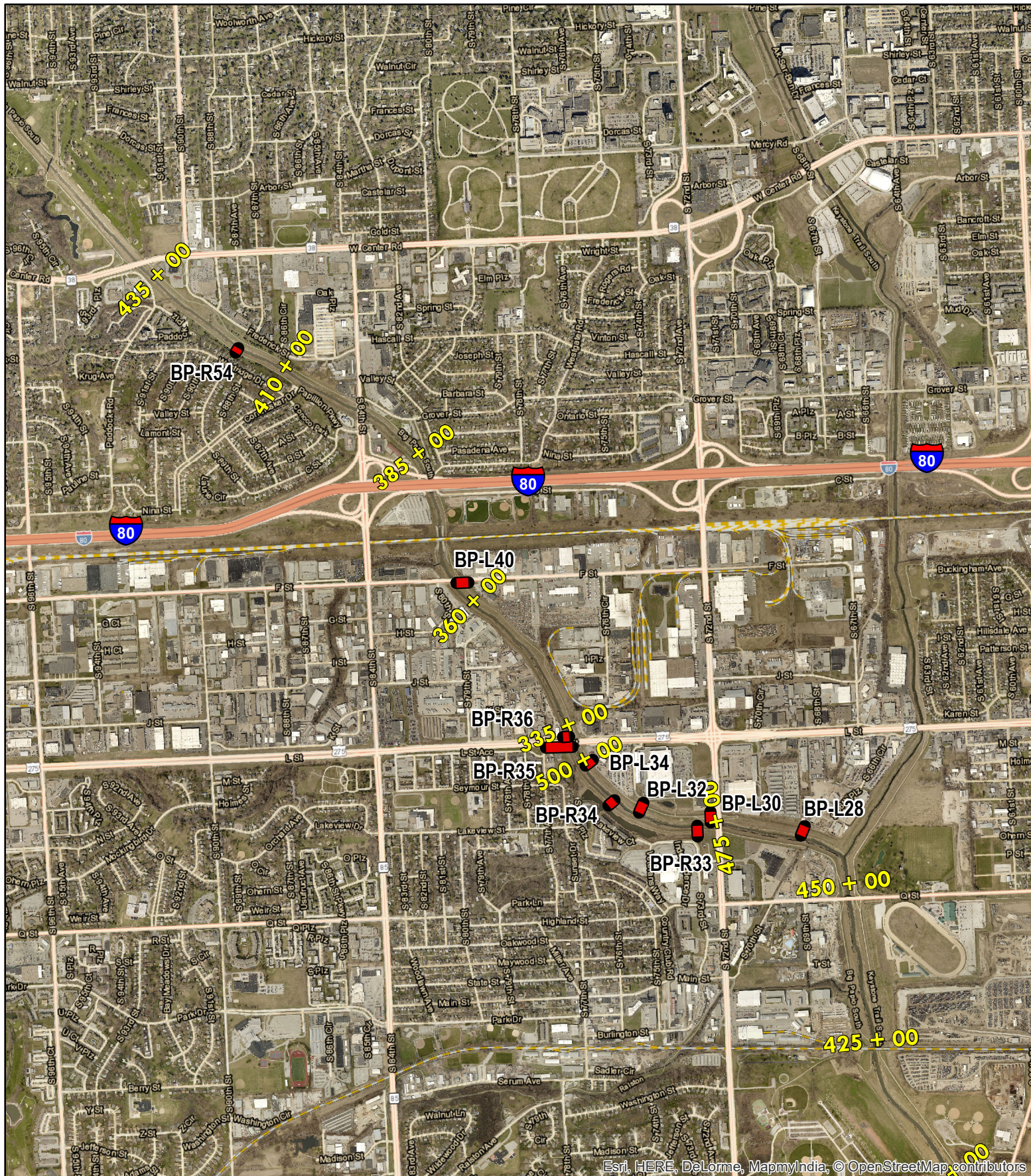
**BIG PAPIO LEVEE
CULVERTS PROJECT - PHASE 2**

**CAPEHART RD. TO
HARRISON ST.**

Phase 2

Sheet 1 of 2

Date: 12/10/2018



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Culvert Location Map



Feet
0 1,000 2,000



**PAPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT**

8901 S. 154th Street
Omaha, NE 68138-3621

**BIG PAPIO LEVEE
CULVERTS PROJECT - PHASE 2**

**W. CENTER RD. TO
"Q" ST.**

Phase 2

Sheet 2 of 2

Date: 12/10/2018