

MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee

FROM: Martin P. Cleveland

SUBJECT: Little Papio Creek Channel Culverts Rehabilitation Project
Amendment No. 1 to the Professional Services Agreement with FYRA Engineering

DATE: November 18, 2021

On February 13, 2020, the Board authorized Management to sign a professional engineering services agreement with FYRA Engineering to provide services necessary to design, permit and replace or rehabilitate 45 District and City of Omaha Little Papio Channel Culverts to meet US Army Corps of Engineers (USACE) PL84-99 requirements, with a maximum not to exceed fee of \$566,640. The design phase should be completed by end of 2021. The professional services for Phase 2 of the project is for construction administration/observation services.

The Phase 2 of the professional services is proposed to be handled via Amendment No. 1 to the Professional Services Agreement with FYRA Engineering and will include construction administration/observation services for Group A of the culverts (19 of 45 culverts). The Little Papio Culverts Project is being split into Group A and Group B to expediate the review process for the Group A culverts and be able to start construction on Group A culverts. The construction phase for Group B culverts will be handled by another later amendment to the Professional Services Agreement. Enclosed is the proposed Amendment No. 1 to the Professional Services Agreement with FYRA Engineering for an amount of \$340,380, which brings the total contract maximum not to exceed limit to \$907,020.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the Amendment No. 1 to the Professional Services agreement for construction administration/observation services with FYRA Engineering for the Little Papio Channel Culverts Rehabilitation Project Group A culverts for the amount of \$340,380, for a revised maximum fee of \$907,020 for the total agreement, 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 02/14/2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: 14 February 2020

Owner: Papio-Missouri River Natural Resources District

Engineer: FYRA Engineering, LLC

Project: Little Papio Channel Culverts Rehabilitation Project

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

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

Description of Modifications:

Construction Phase services for Group A culverts. See Attachment 1, "Modifications", Exhibit A "Task Descriptions for Construction Phase Services for Group A Culverts" and Exhibit B "Task and Fee Estimate for Construction Phase of Group A Culverts".

Agreement Summary:

Original agreement amount:	\$ <u>566,640.00</u>
Net change for prior amendments:	\$ <u>0.00</u>
This amendment amount:	\$ <u>340,380.00</u>
Adjusted Agreement amount:	\$ <u>907,020.00</u>

MODIFIED VERSION of

Exhibit K – Amendment to Owner-Engineer Agreement.

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Change in time for services (days or date, as applicable): 12 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:

ENGINEER:

Papio-Missouri River Natural Resources District

By: _____
Name: John Winkler
Title: General Manager

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

Date Signed:

Date Signed:

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 Phase Services for Group A Culverts. See Exhibit A to this Attachment.

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:

An hourly not to exceed fee of \$340,380.00 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 phase for Group A culverts.

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 **\$907,020.00** based on the following assumed distribution of compensation and as detailed in Attachment 1 to Exhibit C, and this Amendment 1:

a. Original Agreement Amount:	\$566,640.00
b. Amendment 1	<u>\$340,380.00</u>
c. Total	\$907,020.00

Attachment 1 to Amendment No. 1 - Exhibit A

1 PROJECT MANAGEMENT

1.1 Client Meetings

Preparation for and attendance of up to four (4) meetings with the Papio-Missouri River Natural Resources District (P-MRNRD) and other project stakeholders as required. Project review meetings will occur quarterly during Construction phase and at the request of the P-MRNRD. Meeting minutes and project task lists will be prepared by FYRA and distributed after each meeting for approval by the P-MRNRD.

1.2 Monthly Invoicing & Project/Schedule Updates

Preparation of monthly project invoices. Invoices will be sent to the P-MRNRD prior to the first of the month and will include task item and invoice breakouts for any project partners (City of Omaha) as required. Updates will include budget and schedule tracking.

5 CONSTRUCTION PHASE SERVICES FOR GROUP A CULVERTS

5.1 Pre-Construction Meeting

Preparation for and attendance of a pre-construction meeting with the selected contractor and the P-MRNRD to discuss all pertinent construction-related project issues. This includes preparation and distribution of meeting minutes.

5.2 Construction Observation

On-site construction observation for a forty-four (44) week-long construction time frame for nineteen (19) culvert alterations and two (2) culvert abandonments. Construction observation is included for all times that contractor is doing major work items and is anticipated for 85% of the construction items. This will include shop drawing reviews. FYRA expenses may include mileage, use of survey equipment, and use of troxler earthwork testing equipment as necessary.

5.3 Construction Reporting

Preparation, review, and distribution of weekly construction reports which document the work performed daily and include photos, photo descriptions, videos (if applicable) and items of interest from the past week. These reports will be sent to the P-MRNRD and any other project stakeholders electronically on a weekly basis. This task also includes preparation, review, and submittal of contractor payment applications to the P-MRNRD.



5.4 Final Walkthrough

Final walkthrough with the contractor and the P-MRNRD after substantial completion to generate a final “punch list” for the contractor to address prior to final payment being issued.

5.5 As-Built Data

Data collection of all as-built data including as required for the as-built drawings including, but not limited to inlet and outlet elevations, top of levee/channel surveying for cut and cover replacement sites and extents of riprap placement.

5.6 As-Built Drawings

Preparation of final as-built drawings to document the constructed rehabilitation and/or replacement. As-built drawings will be given to the P-MRNRD as 11x17 sheets, .pdfs and in shapefile format that the P-MRNRD can integrate into their GIS database. The shapefile shall show attributes for pipe length, size, type, inlet elevation, outlet elevation and other pertinent culvert information and be hyperlinked to the as-built plan and profile sheets.

5.7 O&M Modifications and Submittal

Prepare Operation & Maintenance Manual addendums for nineteen (19) culvert alterations and two (2) culvert abandonments that fall within a federal project and/or the PL 84-99 program as per Omaha District USACE *Guidance on Operation & Maintenance Manual Addendums for Flood Risk Reduction Projects* (January 2013). This includes preparation and submittal of a preliminary and final addendum for nineteen (19) culvert alterations and two (2) culvert abandonments to the P-MRNRD. The P-MRNRD will then submit these addendums to the USACE as the project sponsor.



Attachment 1 to Amendment No. 1 - Exhibit B
Task and Fee Estimate for Construction Phase of Group A Culverts
Little Papio Channel Culverts Rehabilitation Project
 Papio-Missouri River Natural Resources District
 Douglas County, Nebraska

Tasks	FYRA Engineering					Total
	Prj Manager	Sr Engineer	El	Admin	FYRA	
	Rogers	Sotak	Suing/Furman	Stratton	Expenses	
	\$220	\$225	\$130	\$80		
No. Project Management						
1.1 Client Meeting (4 meetings)	20		24		\$140	
1.2 Monthly Invoicing & Project Update (12 months)	24			18		
Project Management Task Total	\$9,680	\$0	\$3,120	\$1,440	\$140	\$14,380
No. Construction						
5.3 Pre-Construction Meeting	10		14			
5.4 Construction Observation	156	40	1540		\$20,800	
5.5 Construction Reporting	52		104			
5.6 Final Walkthrough	16		40			
5.7 As-Built Data			28		\$900	
5.8 As-Built Drawings	6		50			
5.9 O&M Modifications and Submittal	16		60		\$300	
Construction Task Total	\$56,320	\$9,000	\$238,680	\$0	\$22,000	\$326,000
Hours Total	300	40	1860	18		
Total Cost	\$66,000	\$9,000	\$241,800	\$1,440	\$22,140	\$340,380

City of Omaha Construction Costs	62.78%	\$213,683.50
PMRNRD Construction Costs	37.05%	\$126,127.45
PMRNRD Pipe Abandonment	0.17%	\$569.05