

MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee

FROM: Martin P. Cleveland

SUBJECT: Amendment No. 2 with Houston Engineering for Little Papio Culverts Group B

DATE: August 2, 2023

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 Papio NRD 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. On December 9, 2021, the Papio NRD Board approved Amendment No. 1 to the agreement for professional services for Phase 2 of the project that included construction administration/observation services for Group A culverts (19 of 45 culverts) at a cost of \$340,380, resulting in total cost of \$907,020.

The Phase 3 of the professional services is proposed to be handled via Amendment No. 2 to the Professional Services Agreement with Houston Engineering, Inc. (Houston Engineering acquired FYRA Engineering in 2022) and will include permitting, construction administration/observation and land rights services for Group B of the culverts (26 of 45 culverts). The Little Papio Culverts Project was 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 sooner. The Group A culvert construction is forecast to be completed in August 2023. Enclosed is the proposed Amendment No. 2 to the Professional Services Agreement with Houston Engineering for an amount of \$532,630, which brings the total contract not to exceed fee of \$1,439,650. The City of Omaha is currently reimbursing the Papio NRD for the engineering and construction expenses associated with their portion of the Group A culverts and a similar agreement is anticipated for the Group B culverts in Phase 3 of the project.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the Amendment No. 2 to the Professional Services agreement for construction administration/observation services with Houston Engineering, Inc. for the Little Papio Channel Culverts Rehabilitation Project Group B culverts for the amount of \$532,630, for a revised not to exceed fee of \$1,439,650 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. 2

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/Houston Engineering, Inc.

Project: Little Papio Channel Culverts Rehabilitation Project

Effective Date of Amendment 1: 10 December 2021

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

Agreement Summary:

Original agreement amount:	\$ <u>566,640.00</u>
Net change for prior amendments:	\$ <u>340,380.00</u>
This amendment amount:	\$ <u>532,630.00</u>

MODIFIED VERSION of

Exhibit K – Amendment to Owner-Engineer Agreement.

Adjusted Agreement amount: \$ 1,439,650.00

Change in time for services (days or date, as applicable): 22 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: Vice President/Principal Engineer

Date Signed:

Date Signed: 26 July 2023

MODIFIED VERSION of

Exhibit K – Amendment to Owner-Engineer Agreement.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright. A redline comparison copy highlighting the modifications will be made available upon request if you have not already received one.

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 B 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 \$532,630.00 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 B 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 **\$1,439,650.00** 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	\$340,380.00
c. Amendment 2	<u>\$532,630.00</u>
d. Total	\$1,439,650.00

Attachment 1 to Amendment No. 2 - 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.

1.5 City of Omaha Coordination Meeting

Preparation for and attendance of one (1) meeting with the Papio-Missouri River Natural Resources District (P-MRNRD) and the City of Omaha as required.

2 PRELIMINARY DESIGN

Penetration, utilities, site investigation, and site survey, alternatives analysis, and hydrologic & hydraulic (h&h) analysis at LP-L11 which was not included in the original project scope.

3 PERMITTING

Wetland delineation, 408 permitting, regulatory permitting, and NPDES permitting for LP-L11 which was not included in the original project scope.

4 FINAL DESIGN, RIGHT-OF WAY, AND BIDDING

Final h&h analysis, construction documents, and opinion of costs for LP-L11 which was not included in the original project scope.

4.4 Landowner Coordination and Review

Preparation for and attendance of up to (20) meetings, exclusive of other meetings specified in this Attachment 1 to Exhibit A, with individual landowners as may be needed

for Group B construction. These meetings may include coordination for project licenses for construction.

4.1 Pre-Bid Coordination and Meeting

Preparation for and attendance of one (1) pre-bid meeting with interested contractors. Meeting will occur at one of the representative project sites and include review of the plans and addressing any inquiries about the project. FYRA will prepare meeting minutes to be distributed to all interested parties.

4.2 Project Bidding

Answering all questions during bidding, preparation for and attendance of the bid opening, collection of bids, verification of bids and bonds and recommendation of contractor to the P-MRNRD. Upon award of the project by the P-MRNRD board, a Notice of Award will be prepared by FYRA Engineering and followed by a Notice to Proceed.

5 CONSTRUCTION PHASE SERVICES FOR GROUP B 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 seventy (70) week-long construction time frame. 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.

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 twenty-six (26) culvert alterations 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 twenty-six (26) culvert alterations to the P-MRNRD. The P-MRNRD will then submit these addendums to the USACE as the project sponsor.

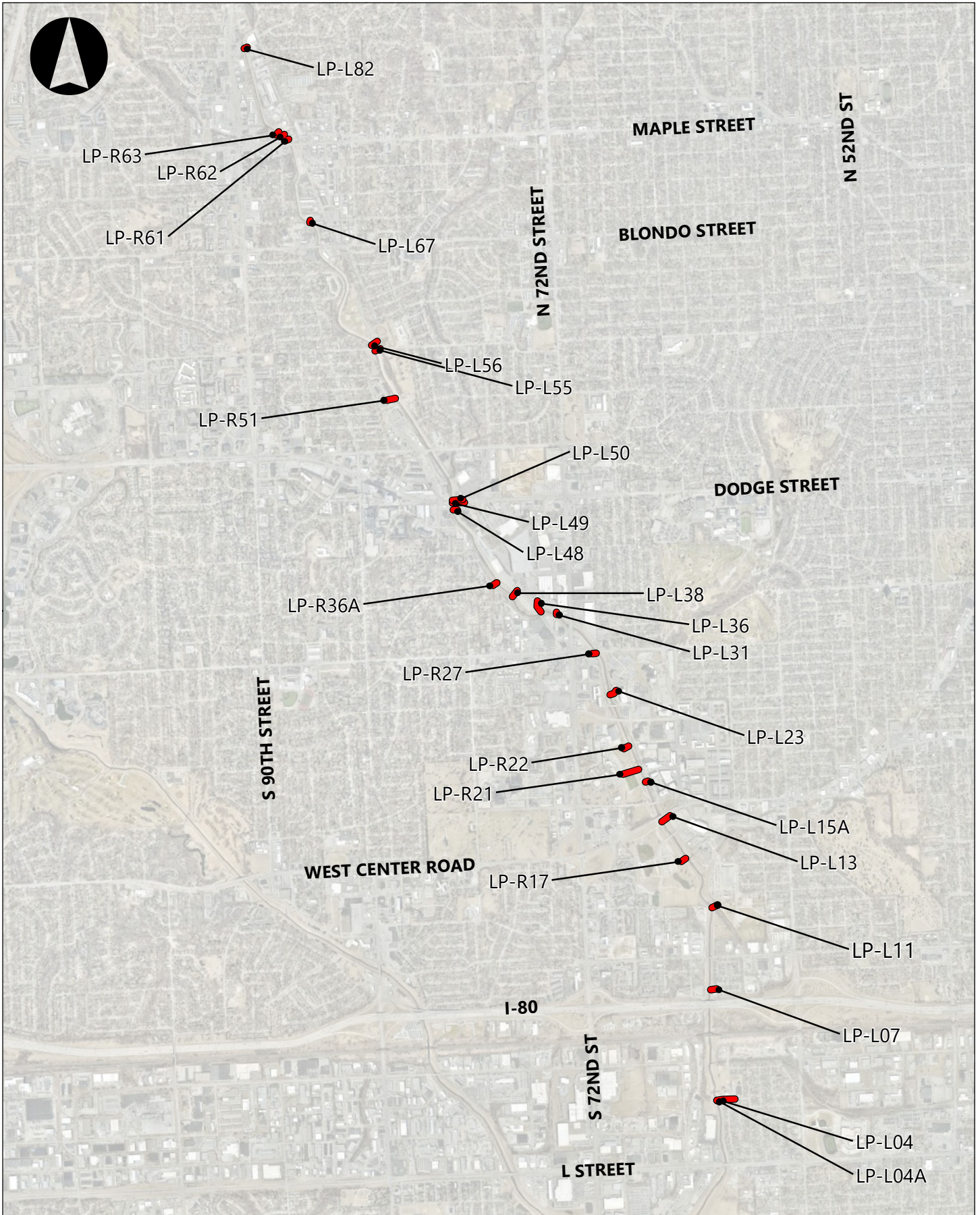


Exhibit B - Attachment 2 to Amendment 2
Engineer's Fee Estimate
Little Papio Channel Culverts Rehabilitation Project
 Papio-Missouri River Natural Resources District
 Douglas County, Nebraska

Tasks	Houston Engineering (HEI)								Subtotal Hours	Subtotal Fees	Task Total
	Prj Manager	Prj Engineer	Prj Engineer	Prj Engineer	El	Scientist	Project Assistant	HEI Expenses			
	Rogers	Gregalunas	Kaufman	Miller	Furman, VanHove	Dillon					
	\$250	\$250	\$238	\$198	\$176	\$189	\$97				
No. Project Management											
1.1 Client Meetings (4 meetings)	5				6			\$30	11	\$ 2,336.00	
1.2 Monthly Invoicing & Project/Schedule Update (24 months)	24							18	42	\$ 7,746.00	
1.3 USACE Levee Safety Coordination Meetings									0	\$ -	
1.4 USACE Regulatory Coordination Meetings									0	\$ -	
1.5 City of Omaha Coordination Meeting (1 meeting)	4				6			\$20	10	\$ 2,076.00	
Project Management Task Total	\$8,250	\$0	\$0	\$0	\$2,112	\$0	\$1,746	\$50			\$12,158
No. Preliminary Design¹											
2.1 Penetration, Utilities, Site Investigation and Survey	1				10			\$100	11	\$ 2,110.00	
2.2 Alternatives Analysis and Constructability Review	2				8				10	\$ 1,908.00	
2.3 Hydrologic and Hydraulic Analysis	2	2			16				20	\$ 3,816.00	
2.4 Preliminary Plan and Profiles									0	\$ -	
2.5 Preliminary Cost Estimate									0	\$ -	
Preliminary Design Task Total	\$1,250	\$500	\$0	\$0	\$5,984	\$0	\$0	\$100			\$7,834
No. Permitting											
3.1 Wetland Delineation/Ordinary High Water Mark Field Work and					4	4		\$70	8	\$ 1,530.00	
3.2 408 Permitting	1				2			\$20	3	\$ 622.00	
3.3 Regulatory Permitting (404 permit application)	1		4			8			13	\$ 2,714.00	
3.4 City of Omaha/NPDES/Stormwater Permits	4				16				20	\$ 3,816.00	
Permitting Task Total	\$1,500	\$0	\$952	\$0	\$3,872	\$2,268	\$0	\$90			\$8,682
No. Final Design, Right-of-Way and Bidding¹											
4.1 Final Hydrologic and Hydraulic Analysis	1	1			4				6	\$ 1,204.00	
4.2 Construction Documents and Specifications	1				4				5	\$ 954.00	
4.3 Final Opinion of Costs	1				2				3	\$ 602.00	
4.4 Landowner Coordination and Review	25				35				60	\$ 12,410.00	
4.5 Easement License Descriptions									0	\$ -	
4.6 Pre-Bid Coordination and Meeting	4				6				10	\$ 2,056.00	
4.7 Project Bidding	15				20		12		47	\$ 8,434.00	
Final Design Task Total	\$11,750	\$250	\$0	\$0	\$12,496	\$0	\$1,164	\$0			\$25,660
No. Construction											
5.1 Pre-Construction Meeting	8				14				22	\$ 4,464.00	
5.2 Construction Observation	235	10		40	1540			\$31,200	1,825	\$371,410.00	
5.3 Construction Reporting	80				160				240	\$ 48,160.00	
5.4 Final Walkthrough	25				25				50	\$ 10,650.00	
5.5 As-Built Data					52			\$900	52	\$ 10,052.00	
5.6 As-Built Drawings	4				70				74	\$ 13,320.00	
5.7 O&M Modifications and Submittal	16				90			\$400	106	\$ 20,240.00	
Construction Task Total	\$92,000	\$2,500	\$0	\$7,920	\$343,376	\$0	\$0	\$32,500			\$478,296
Subtotal Hours	459	13	4	40	2,090	12	30				
Subtotal Costs	\$114,750	\$3,250	\$952	\$7,920	\$367,840	\$2,268	\$2,910	\$32,740			\$532,630

Assumptions/Notes:

¹ Work includes the additional work completed on the added culvert LP-L11 and modifications to LP-R14 for Lamp Rynearson's updated design at the OMNI site.



**LITTLE PAPIO CREEK CHANNEL/LEVEE CULVERT
REHABILITATION PROJECT - GROUP B
DOUGLAS COUNTY, NE - AUGUST 2023**

