

MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee

FROM: Ian Ghanavati, Water Resources Engineer

SUBJECT: Amendment No. 3 with Houston Engineering for Southern Sarpy Watersheds Partnership

DATE: September 12, 2023

In 2017, FYRA Engineering (now Houston Engineering) was selected to study hydraulics and hydrology and the effects of anticipated development in Southern Sarpy County to help inform and develop the Watershed Management Plan for the area.

The original contract was executed in January of 2017 and scoped through December of 2018; work completed in this period included hydrological and hydraulic analyses as well as data collection of various elements relevant to watershed health. The contract has been amended twice since:

- Amendment 1: In May of 2019 the contract was amended to include stakeholder engagement, alternatives analysis, and policy drafting tasks.
- Amendment 2: In February of 2021 the contract was amended to expand the scope/fee for the tasks in Amendment 1 and to include plan completion and plan financing analysis tasks through January of 2022.

The proposed Contract Amendment No. 3 addresses work that has been completed beyond the scoped timeline of January 2022 and also includes out-of-scope tasks that were requested by the Partnership; this includes the preparation and submittal of a Preliminary Investigation Feasibility Report for Natural Resources Conservation Services funding. The additional contract fee of \$75,975 would amend the contract to a total of \$1,289,533. The proposed amendment will allow for continued project management and completion of the Watershed Plan and supporting documents, which will be adopted by the Partners by July of 2024.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Amendment No. 3 with Houston Engineering for the Southern Sarpy Watersheds Partnership in an amount not to exceed \$75,975 bringing the total contract not to exceed amount to \$1,289,533, subject to such other terms and conditions as the General Manager determines necessary and Legal Counsel approves as to form.

This is **EXHIBIT K**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 10, 2017.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3**

The Effective Date of this Amendment is: September 14, 2023.

Background Data

Effective Date of Owner-Engineer Agreement: February 10, 2017

Owner: Papio-Missouri River Natural Resources District

Engineer: FYRA Engineering (now Houston Engineering)

Project: Southern Sarpy Watershed Partnership – Southern Sarpy Watershed Management Plan

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:

Additional services to Phase III of the Watershed Management Plan are included to account for meeting during the time extension to July 2024, additional alternatives analysis, and PIFR preparation as described in Attachment 1 – Task Descriptions. Additional costs for these services are detailed in the Fee Estimate provided in Attachment 2 that shall supplement Exhibit C1, Appendix 2 of the Owner-Engineer Agreement.

MODIFIED VERSION of

Exhibit K – Amendment to Owner-Engineer Agreement.

Agreement Summary:

Original agreement amount:	\$400,640
Net change for prior amendments:	\$812,918
This amendment amount:	<u>\$75,975</u>
Adjusted Agreement amount:	\$1,289,533

Change in time for services (days or date, as applicable): July 31, 2024


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:
Papio-Missouri River Natural Resources District

ENGINEER:
Houston Engineering

By: _____
Name: John Winkler
Title: General Manager

By: 
Name: Lindy Rogers
Title: Senior Civil Engineer, Office Manager, Vice President

Date Signed:

Date Signed: 9/6/2023

MODIFIED VERSION of

Exhibit K – Amendment to Owner-Engineer Agreement.

Attachment 1 to Exhibit K – Task Descriptions

1.0 PROJECT MANAGEMENT

1.01 Partnership Coordination Meetings

During the extended period of work from February 2022 through August 2023, HEI attended nine monthly project coordination meetings to review project status, work completed, upcoming tasks, and gather stakeholder input from Partnership on the development of the Southern Sarpy Watershed Management Plan (Plan). Contract extension until July 2024 will include an additional 11 meeting, for a total of 20 to be included under this scope of work. Preparation of materials and agendas items were developed as needed.

1.02 NRD Coordination Meetings

HEI prepared for and attended at 9 project technical coordination meetings to review project status, work completed, and general project direction. Meeting subjects and timing were dependent on needs of project progress and as per availability of NRD management/staff. Contract extension until July 2024 will include an additional 11 meeting, for a total of 20 to be included under this scope of work.

1.03 Monthly Invoicing

Preparation of 30 monthly project invoices, including the processing of sub-consultant invoices.

3.0 ALTERNATIVES ANALYSIS COMPLETION

3.01 Finalize Partnership Projects for S/B/Z Watersheds

During the extended period of work from February 2022 through August 2023, HEI performed analyses to fulfill requests from the Partnership and provide information necessary for the decision-making process. The work included is described below.

- Assessed conditions of Springfield Creek through the City of Springfield and identified infrastructure at risk based on the proximity to eroding bank lines. Developed a special bank and grade stabilization design through the City of Springfield to incorporate into the plan and the cost estimates.
- Increased stream stability management assessment and alternatives development from main stems only to include tributaries. Additional work included stream profiles development, grade controls placement and size estimates, and quantification of costs for structure on the tributaries to be included in the plan.

- Performed detailed comparisons of existing and future floodplains. Developed a series of maps and quantities tables that summarized areas and flow rates.

6.0 PIFR

6.01 PIFR Preparation and Submittal

HEI prepared a Preliminary Investigation Feasibility Report (PIRF) on behalf of the Partnership and submitted to Natural Resources Conservation Services to apply for funding through Watershed and Flood Prevention Operations (WFPO). Work included developing the purpose and need, identifying resource information and potential effects, identifying potential alternatives and providing costs, and developing the required documentation for submittal.



Attachment II - Task List and Fee Estimate
Southern Sarpy Watershed Management Plan - Phase III Additional Fee
 Southern Sarpy Watershed Partnership
 Sarpy County, NE
 HEI/FYRA Project No. 001-16-03

Houston Engineering				
Prj Mngr	Prj Engr	Prj Engr	El	Acctg
Sotak	Kaufman	Mechtenberg	(Varies)	Expenses
\$240	\$180	\$180	\$135	\$100

Tasks

No.	Task Description	Prj Mngr	Prj Engr	Prj Engr	El	Acctg	Expenses	Total
No. Project Management								
1.01	Partnership Coordination Meetings (20)	40		40				
1.02	NRD Coordination Meetings (20)	40		40				
1.03	Monthly Invoicing (30)			15		30		
Project Management Task Total		\$19,200	\$0	\$17,100	\$0	\$3,000	\$0	\$39,300
No. Alternatives Analysis Completion								
3.01	Finalize Partnership Projects for S/B/Z Watersheds	24		40	57			
Alternative Analysis Completion Task Total		\$5,760	\$0	\$7,200	\$7,695	\$0	\$0	\$20,655
No. PIFR								
7.01	PIFR Preparation and Submittal		40	4	60			
PIFR Task Total		\$0	\$7,200	\$720	\$8,100	\$0	\$0	\$16,020
Subtotal Hours		104	40	139	117	30		
Subtotal Costs		\$24,960	\$7,200	\$25,020	\$15,795	\$3,000	\$0	\$75,975