

MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee

FROM: Ian Ghanavati, Water Resources Engineer

SUBJECT: Contract Amendment No. 2 with JEO Consulting for Southern Sarpy Stormwater Inspections

DATE: September 10, 2024

In January 2020, the Papio NRD Board of Directors approved the selection of JEO Consulting for professional services providing construction stormwater inspection services to the partner jurisdictions in the Southern Sarpy Watersheds Partnership (SSWP). The construction stormwater inspections are necessary for the partner jurisdictions to meet the requirements of their respective Municipal Separate Storm Sewer System (MS4) permits. This contract was amended once in December 2020 to extend the inspection service and expires in January 2025.

The SSWP members and JEO have worked together on the stormwater inspections over the past five years and have agreed that the existing contract should be amended to extend the length of the service. Papio NRD staff worked with JEO to prepare the attached contract amendment, which adjusts the length of the contract to January 2028 and adjusts the scope/fee accordingly. The contract amendment was approved by the SSWP at their September 5, 2024 meeting.

JEO agrees to continue to provide assistance to the partner jurisdictions through site inspection services as well as reporting, enforcement recommendations, and complaint response. The contract includes tasks for project management, construction site oversight, and reporting. The total not-to-exceed fee of the proposed Amendment No. 2 is \$663,160.00 bringing the total contract not-to-exceed fee to \$1,531,733.00.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Amendment No. 2 with JEO Consulting for Southern Sarpy Stormwater Inspections in an amount not to exceed \$663,160 bringing the total contract not to exceed amount to \$1,531,733, subject to such other terms and conditions as the General Manager determines necessary and Legal Counsel approves as to form.

**AMENDMENT #2 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: _____.

Background Data

Effective Date of Original Agreement: 10 January 2020

Owner: Papio-Missouri River Natural Resources District

Consultant: JEO Consulting Group, Inc.

Project: Southern Sarpy Watershed Partnership Construction Stormwater Inspections

Nature of Amendment:

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

Description of Modifications:

Reference Attachment 1 to Amendment 2 – amendments to Scope of Services

Reference Attachment 2 to Amendment 2 – Task and Fee Structure

Agreement Summary:

Original agreement amount:	\$163,590.00
Net change for prior amendments:	\$704,983.00
This amendment amount:	\$663,160.00
Adjusted Agreement amount:	\$1,531,733.00*

*This agreement amount is based upon oversight of 50 active construction sites. 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, 2028.

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.

JEO Consulting Group, Inc.

Papio-Missouri Natural Resources District

Signature Date

Signature Date

Zach Cunningham
Name

John Winkler
Name

Environmental Sciences Department Leader
Title

General Manager
Title

Address:
2000 Q St, Ste 500

Address:
8901 S. 154th Street

Lincoln, NE 68503

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 and Amendment #1 to Agreement (JEO Project 191689.01) effective December 10, 2020.

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

Attachment 1

- a. Annual Progress Meetings
 - i. Annual 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 50 active 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 5 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 (Completed)
 - ii. January 31, 2022 for reporting year 2021 (Completed)
 - iii. January 31, 2023 for reporting year 2022 (Completed)
 - iv. January 31, 2024 for reporting year 2023 (Completed)

Attachment 1

- v. January 31, 2025 for reporting year 2024
- vi. January 31, 2026 for reporting year 2025
- vii. January 31, 2027 for reporting year 2026
- viii. January 31, 2028 for reporting year 2027
- b. The Annual Report will include the following information:
 - 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 \$1,531,733.00. 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. A fee breakdown for years 2025 through January 2028 is included as Attachment 1 to Amendment 2.
- 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	\$98,791.00
TASK 2 - CONSTRUCTION SITE OVERSIGHT	\$1,256,904.00
TASK 3 - REPORTING	\$176,037.00
Total	\$1,531,733.00

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 and 3.1 will be ongoing through the end of December 31, 2027.
- Task 3.2 will be completed by January 31 of each year through January 31, 2028.

**Attachment 2 to Amendment 2
Papio-Missouri River NRD
Fee Estimate - 2025**



Task and Fee Structure

Task	Sr. Environmental Scientist	Inspector 1	Inspector 2	JEO Fee/Task	Total		2025	2026 (5% increase)	2027 (5% increase)	Amendment Only 2025- 2027	Updated Contract Amount
					JEO Hourly Rate (includes estimated billing rate increases effective January 1)	Total Fee/Task					
TASK 1 PROJECT MANAGEMENT											
1.1 PROJECT AND SCHEDULE MANAGEMENT	30	12	12	\$7,770	\$7,770						
1.2 KEY MEETINGS	4			\$620	\$620	\$8,390	\$8,810	\$9,250	\$26,449	\$98,791	
TASK 2 CONSTRUCTION SITE OVERSIGHT											
2.1 PERMIX REVIEW	120	120	120	\$49,800	\$49,800						
2.2 INSPECTIONS*	312	312	312	\$129,480	\$129,480						
2.3 COMPLAINT INSPECTIONS**	4	4	4	\$1,660	\$1,660	\$180,940	\$189,987	\$199,486	\$570,413	\$1,256,904	
TASK 3 REPORTING											
3.1 MONTHLY STATUS REPORT	72	30	30	\$18,960	\$18,960						
3.2 ANNUAL REPORT	10	2	2	\$2,070	\$2,070	\$21,030	\$22,082	\$23,186	\$66,297	\$176,037	
Total	552	480	480	\$210,360	\$210,360	\$210,360	\$220,878	\$231,922	\$663,160	\$1,531,733	

*Estimated oversight of 50 active construction sites. Additional sites will be billed at hourly rates.

** Estimated at 5 complaints annually.