

Memorandum

To: Programs, Projects, and Operations Subcommittee

Re: Damsite 15A Preliminary Design Contract Amendment 1

Date: March 3, 2011

From: Lori Ann Laster, Stormwater Management Engineer

In October 2009, the Board approved a contract with HDR Engineering to provide engineering services for the preliminary design of Damsite 15A. This proposed amendment extends the project time through August 2011, and includes additional project management for that duration along with the following scope changes:

Part of the original scope of work included preparation of the USACE Section 404 Permit. The USACE Omaha District is currently in the process of instituting a stream function assessment as part of any project that will have impacted streams. The Nebraska Stream Functional Assessment is now required for not only the project itself, but also any project alternatives that will be analyzed as part of the permit application.

The original contract included the preparation of a Community Based Watershed Management Plan (CBWMP). On June 29, 2010 a Public Workshop was held to begin the process of the gathering public input for the plan. However, at the meeting there were numerous questions about the project and its purpose. At that point, the CBWMP was put on hold and focus was shifted to more public outreach. A second meeting was held on August 26, 2010 to provide information to questions raised at the June meeting. This contract amendment proposes to add scope for the additional public outreach materials and additional meetings with affected landowners. A credit is proposed for the work that was not completed on the CBWMP, and that task will resume once construction begins and will be included on a future contract amendment.

The original contract amount was \$620,300. The additional work proposed is \$145,370; however there is \$42,791 of funds that were not spent on the CBWMP. The contract amendment will result in \$102,579 of additional funds.

- **Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute Contract Amendment 1 with HDR Engineering to provide additional engineering services for Damsite 15A for a maximum fee of \$722,879, subject to changes deemed necessary by the General Manager and approval as to form by District legal counsel.**



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Sent Electronically on March 1, 2011

March 1, 2011

John Winkler
General Manager
Papio-Missouri River Natural Resources District
8901 S. 154th Street
Omaha, NE 68138-3621

RE: Dam Site 15A Planning Studies and Preliminary Design Phase
Agreement for Professional Services
Amendment No. 1

Dear John:

Enclosed is Amendment No. 1 that outlines modified professional services to be performed in connection with the development of the planning studies and preliminary design of Dam Site 15A. The estimated amendment includes additional costs of \$145,370 for project management, Section 404 permitting and public outreach and a credit of \$42,791 for revisions to the community-based watershed plan for a net increase of \$102,579 and extends the project time through August 2011. Therefore, the amended agreement is not to exceed \$722,879 [\$620,300 (from original agreement) plus \$102,579 (from this amendment)].

Please sign both copies of the Agreement and retain one copy for your records and return the other signed copy for our files.

If you have any questions, please contact me at (402) 926-7110 at your convenience.

Very truly yours,

HDR ENGINEERING, INC.

John Engel, P.E.
Senior Project Manager

Enclosure

HDR Engineering, Inc.

8404 Indian Hills Drive
Omaha, NE 68114-4098

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www.hdrinc.com

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**AMENDMENT NO. 1 TO AGREEMENT
FOR
PROFESSIONAL SERVICES**

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on January 14, 2010 to perform engineering services in connection with development of a planning studies and preliminary design of Dam Site 15A ("Project");

Papio-Missouri River Natural Resources District (OWNER) desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional professional services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below:

Exhibit A, "Engineer's Services", shall be amended to include Exhibit A1.

Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses", Appendix 1, "Preliminary Design of Dam Site 15A Fee Estimate" shall be amended to include Attachment A-1. The additional fee shall not exceed \$722,879 without further authorization.

Exhibit A, Appendix 1, "Schedule, Dam Site 15A Services," shall be amended to include Attachment B-1.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT ("OWNER")

By:



By:

By:

Matthew B. Tondl, P.E.

By:

John Winkler

Title:

Senior Vice President

Title:

General Manager

Date:

3-1-11

Date:

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EXHIBIT A1 AMENDMENT NO. 1 SCOPE OF WORK

For Planning Studies and Preliminary Design of Dam Site 15A

AMENDMENT NO. 1

BACKGROUND AND BASIS OF PROPOSAL

The purpose of Amendment No. 1 is to modify the existing Agreement to provide planning, permitting, and preliminary design services for Dam Site 15A (Project). This amendment is to: 1) provide for continuation of the Project until August 31, 2011 with accompanying project management 2) revisions to the development of a community-based watershed plan; 3) additional evaluations for the Section 404 permit application and 4) preparation of public outreach information.

SUMMARY OF AMENDMENT COSTS

HDR requests to amend the original agreement dated January 14, 2010 to reflect changes in the scope of work and schedule. This amendment adds and deletes costs to the Project. The estimated amendment includes additional costs of \$145,370 for project management, Section 404 permitting and public outreach and a credit of \$42,791 for revisions to the community-based watershed plan for a net increase of \$102,579 and extends the project time through August 2011. Therefore, the amended agreement is not to exceed \$722,879 [\$620,300 (from original agreement) plus \$102,579 (from this amendment)].

SCOPE OF SERVICES

Amendment No. 1 addresses the modified services necessary to complete the planning studies and preliminary design of Dam Site 15A. The tasks described below are modified to their respective task series. Phase I, planning study and preliminary design was originally segmented into the following task series:

- Task Series 100 – Project Management
- Task Series 200 – Community Based Watershed Plan (Task Partially Suspended)
- Task Series 300 – Recreation Planning and Design
- Task Series 400 – Transportation Planning
- Task Series 500 – USACE Section 404 Permit (Task Amended)
- Task Series 600 – Dam Alternatives
- Task Series 700 – Geotechnical Investigation and Evaluation
- Task Series 800 – Conceptual Design Elements
- Task Series 900 – Right-of-Way Services
- Task Series 1000 – Technical Assistance on Grant Funding
- Task Series 1100 – Public Outreach (New Task)

TASK SERIES 100 – PROJECT MANAGEMENT

With the project time extension to August 31, 2011, additional project management activities including general administration and meetings will be conducted.

Add: **Task 110 Project Management.** With the project ending date of August 31, 2011 or 11 months of additional project management activities will be conducted.

TASK SERIES 200 – COMMUNITY-BASED WATERSHED PLANNING

The original scope of work included the development of a community-based watershed plan. As a result of the two public workshops, input on project features and use was received and allowed the project planning to be advanced. Once construction of the dam begins, additional strategies to protect the reservoir will be developed through the continuation of the community-based watershed plan (CBWP) process in a later project phase. The following modifications to the task are noted.

No Change: **Task 210 Data Collection and Analysis.** Task 100% completed.

Modify: **Task 220 Planning Grants.** Task partially completed.

Modify: **Task 230 Field Reconnaissance.** Task partially completed.

Modify: **Task 240 Coordination Meetings.** The original effort called for 3 meetings; whereas 2 meetings were actually held. Task partially completed.

Modify: **Task 250 Watershed Committees.** The original effort called for the creation and meetings with a Citizen Watershed Committee and Technical Advisory Team.
Subtask 250.2 Citizen Watershed Committee Communication and Meetings and
Subtask 250.3 Technical Advisory Team and Meetings. The original scope noted a total of 4 meetings are planned through the duration of the project. A single joint meeting was held. Task partially completed.

Modify: **Task 260 Public Workshops.** A Visioning Workshop and an Alternative/Recreation Workshop were proposed. The format of the Visioning Workshop was to provide an overview of the CBWP process and facilitate public input. The originally scheduled Visioning Workshop held on June 29, 2010 became an informational meeting, responding to public questions on the Watershed Management Plan and Implementation Plan. The public workshop conducted on August 26, 2010 was essentially two meetings with an informational meeting with facilitation of Q&A along with a breakout vision session for the public to discuss their vision for the watershed and recreational improvements. The June 29 and August 26, 2010 workshops required additional preparation of workshop materials, logistics, and staff to assist with the anticipated and realized public attendance. In addition, the focus of the August 26th workshop was the Watershed Management Plan, Implementation and Dam Site 15A, which required generation of new materials. Materials prepared included PowerPoint presentation material as well as graphics and working maps for the visioning session.

Modify **Task 270 Watershed Evaluation.** The original effort to evaluate the watershed resources and access the watershed strategies. Task partially completed.

Modify: **Task 280 Watershed Management Plan.** The original effort to prepare a draft and final community-based watershed plan. Task partially completed.

TASK 500 USACE SECTION 404 PERMIT

The initial scope of work identified the level of effort necessary to develop a Section 404 individual permit. The permitting process continues to evolve, as USACE is requiring additional evaluation of alternatives and its associated impacts. For example, new information relative to analysis of all practicable alternatives using the Nebraska Stream Functional Assessment is now required. As the permitting requirements increase, so does the level of effort required to clearly allow evaluation of the preferred project and alternatives.

The following tasks describe the level of effort associated with additional Section 404 permitting and coordination.

Add: **Task 570 Additional Purpose and Need Development.** Collect and evaluate data to assist in the development and refinement of the project purpose and need.

Add: **Task 580 Additional Alternative Development.** Evaluate practicable alternatives and the potential effects on the aquatic environment. Determine an equal comparison to flood control for the Section 404 Permit Application.

Task Deliverables: No separate deliverables. Deliverables are to be supplemental to the original deliverables.

Key Understandings:

- The level of effort is limited to the dollars estimated.

ADD TASK SERIES 1100 – PUBLIC OUTREACH PROGRAM

Public involvement in the original scope of work was limited to the development of the community based watershed plan. As the project progressed, the need for additional public outreach was evident. This scope of work provides:

- Development of communication tools to provide consistent and reliable information; and
- Provide assistance in coordination with landowners.

HDR Activities: **Task 1110 Public Involvement Materials.**

Subtask 1110.1 Draft Brochures Development. HDR will capitalize on past project information from Stage IV of the Papillion Creek Watershed Management Plan to develop draft content and provide technical support for an P-MRNRD produced brochure. The brochure will be produced focusing on the Watershed Plan and Implementation Plan.

Subtask 1110.2 Web Sites Development. HDR will provide web site content and layout support for project-specific web pages that will be hosted through the Papillion Creek Watershed Partnership web site at www.papiopartnership.org. The web site will provide project information, project contact information, and

public education outreach material. One web page will be developed for proposed WP-5 and one for Dam Site 15A.

Task Deliverables:

- Draft content and technical maps
- Web site content

Key Understandings:

- P-MRNRD will be responsible for the layout and development of the brochure.
- P-MRNRD will be responsible for distribution and printing of materials prepared.
- It is assumed that website updates will be quarterly.
- P-MRNRD will be responsible for hosting and updating the project web pages.
- A web-based comment form or contact/comment database is not included.

HDR Activities:

Task 1120 Landowner Coordination.

Subtask 1120.1 Face-to-Face Meetings. HDR will be available for direct meetings between the impacted landowners, P-MRNRD and HDR. The purpose of these meetings is to provide landowners with one-on-one opportunities to discuss the Project.

Subtask 1120.2 Landowner Interviews. HDR will facilitate a 2-day face-to-face landowner interview session. Landowners will be given the opportunity to sign up for a time slot and meet with the Project Team members to discuss the Project and the land acquisition process. The face-to-face meetings will be held at the P-MRNRD offices or a location near the Project area.

Task Deliverables:

- HDR will provide a meeting summary of each face-to-face meeting.
- HDR will provide an overall summary of the landowner interviews.

Key Understandings:

- P-MRNRD will be primary contact with landowners and coordinate meetings and interviews.
- HDR will attend minimum of (5) maximum of (10) face-to-face meetings.
- One HDR staff member will attend each informal face-to-face meeting along with minimum of one P-MRNRD project representative.
- One HDR staff member will attend each landowner interview along with a minimum of one P-MRNRD project representative.

