

MEMORANDUM

TO: Programs, Projects & Operations Subcommittee

FROM: John Winkler, General Manager

SUBJECT: Amendment No. 1 with Houston Engineering for Platte River Obstruction Removal

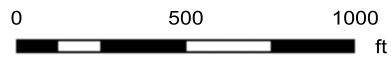
DATE: July 2, 2024

In October of 2023, the Board of Directors approved a professional services agreement with Houston Engineering, Inc. (HEI) for professional design, permitting, bidding and construction services related to the removal of the Platte River obstruction formed during the 2019 flood events. The scope of the work at that time was limited to \$249,238.00 which was the cap on the local cost share to be provided by the Papio NRD as per the direction of the Board of Directors. That budgeted amount has been expended on design, permitting, inter-agency coordination and land rights work performed to date.

Additionally, federal funding assistance has been secured through NEMA from the Community Development Block Grant Disaster Recovery (CDBG-DR) program. This assistance, along with local funding assistance from the Papio NRD, Lower Platte South NRD, Sarpy County, Sarpy County S.I.D. #101, Cass County and cooperation with the Nebraska Department of Transportation will provide for a total project cost of nearly \$8M to remove the obstruction and return this section of the Platte River as close to pre-flood conditions as resources will allow.

The proposed contract amendment No. 1 is for \$381,916.00 which brings the total professional services agreement total to \$631,154.00. These additional design and permitting costs will be covered by the CDBG-DR grant and the Papio NRD's contribution remains set at \$249,238.00.

Staff recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Amendment No. 1 with Houston Engineering, Inc. for the Platte River Obstruction Removal Project in an amount not to exceed \$381,916.00, bringing the total contract not to exceed amount to \$631,154.00, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.



Map Scale 1: 9028

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes



This is **EXHIBIT K**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **10/12/2023**.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: 11 July 2024.

Background Data

Effective Date of Owner-Engineer Agreement: **12 October, 2023.**

Owner: **Papio-Missouri River Natural Resources District**

Engineer: **Houston Engineering, Inc.**

Project: **Platte River Obstruction Removal**

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:

Continuation of services provided in initial contract covered by original P-MRNRD local cost share of project (using recently acquired CDBG-DR funding.)

Agreement Summary:

Original agreement amount:	\$ 249,238.00
Net change for prior amendments:	\$ 0
This amendment amount:	\$ <u>381,916.00</u>
Adjusted Agreement amount:	\$ 631,154.00

Change in time for services (days or date, as applicable): **Construction services anticipated to continue through April of 2025**

MODIFIED VERSION of

Exhibit K – Amendment to Owner-Engineer Agreement.

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

Date Signed:

By: 

Name: Michael K. Sotak, PE, BC.WRE
Title: Senior Consultant

Date Signed: 28 June 2024

MODIFIED VERSION of

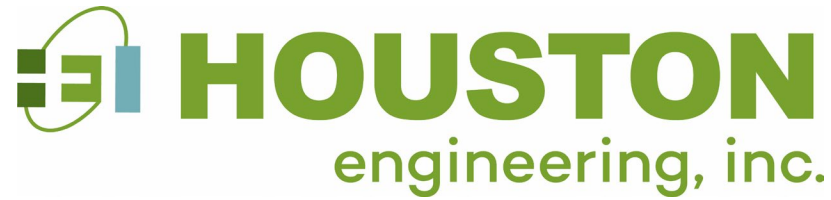
Exhibit K – Amendment to Owner-Engineer Agreement.

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.

Task and Fee Spreadsheet

Platte River Obstruction Removal

HEI Project No. R000174-0005



Principal Engr Sotak \$258	Senior Prj Engr Gregalunas \$221	Senior Prj Engr Kaufman \$193	Engineer Kelley \$176	El Varies \$160	Principal Engr Rogers \$236	Acctg Stroh \$120	FYRA Expenses
----------------------------------	----------------------------------------	-------------------------------------	-----------------------------	-----------------------	-----------------------------------	-------------------------	------------------

Tasks

		Principal Engr	Senior Prj Engr	Senior Prj Engr	Engineer	El	Principal Engr	Acctg	FYRA Expenses	Total
Task 1 Project Management										
1.1	Stakeholder Communication	100								
1.2	Contract Administration/Invoicing	8						8		
1.3	Landowner Coord (Access Permission - BRGC, Hulabaloo, RRs)	60	30			40	40			
Project Management Task Total		\$43,344	\$6,630	\$0	\$0	\$6,400	\$9,440	\$960	\$0	\$66,774
Task 2 Permitting (NDOT Lake and Platte River)										
2.1	NDOT Lake Bathymetry Survey & Mapping	4			16	64			\$2,000	
2.2	Hydraulic Model Development & Coordination	2	6		10	10				
2.3	H&H / Sediment Transport Technical Memo	completed								
2.4	USACE 404 Coordination			24		16				
Permitting Task Total		\$1,548	\$1,326	\$4,632	\$4,576	\$14,400	\$0	\$0	\$2,000	\$28,482
Task 3 Construction Document Development										
3.1	Geophysical Investigation	completed								
3.2	Prepare Lake Fill Plan/Grading Contours	4			6	40				
3.3	Prepare Access Easements (NDOT/BRGC/Hulabaloo/RR)	12				30	16		\$2,000	
3.4	Prepare Bidding Documents/Specifications	16				120	16			
CD Development Task Total		\$8,256	\$0	\$0	\$1,056	\$30,400	\$7,552	\$0	\$2,000	\$49,264
Task 4 Bidding/Construction Observation Services										
4.1	Bid Phase Services	30				20	16		\$100	
4.2	On-site Observation Services (20 Weeks Assumed)	120	20		40	1000	60		\$6,000	
Bidding/CO Task Total		\$38,700	\$4,420	\$0	\$7,040	\$163,200	\$17,936	\$0	\$6,100	\$237,396
Subtotal Hours		356	56	24	72	1340	148	8		
Subtotal Costs		\$91,848	\$12,376	\$4,632	\$12,672	\$214,400	\$34,928	\$960	\$10,100	\$381,916

Assumptions

2.4 Project will fall within constraints of a No Permit Required Letter or a Nationwide/Regional Permit. Assumes no additional field surveys will be required.