

Agenda Item: 12.B.

MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee  
FROM: Eric Williams, Natural Resources Planner  
SUBJECT: West Papio Trail - Giles Road to Millard Project  
Big Muddy Workshop Contract Amendment for  
Construction Administration Services  
DATE: November 2, 2017

The District entered into a professional services contract for the design of the West Papio Trail – Giles Road to Millard project on August 5, 2016 in the amount of \$409,152.00. The scope of services included design and bidding, which has now been completed. In order to continue this project, an amendment to the existing contract is needed to include the services needed during the construction phase.

Attached is the proposed Amendment No. 1 (Exhibit K), with Attachments 1, and 2, which describe the scope and fee for Big Muddy Workshop, as well as Exhibit D describing the scope for the Resident Project Representative. The maximum fee for the proposed construction administration service is \$203,839.00. Construction is anticipated to begin at the end of November, 2017 with Final Completion expected in October, 2018.

- **Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Amendment No. 1 to the professional services with Big Muddy Workshop, Inc. for the West Papio Trail - Giles Road to Millard Project in the amount not to exceed \$203,839.00 for a new total contract amount of \$612,991.00, 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 August 5, 2016

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

The Effective Date of this Amendment is: \_\_\_\_\_.

Background Data

Effective Date of Owner-Engineer Agreement: August 5, 2016

Owner: Papio-Missouri River Natural Resources District

Engineer: Big Muddy Workshop, Inc.

Project: West Papio Trail – Giles Road to Millard – Phase 1 – Design & Bidding

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

Additional Services to be performed by Engineer

Modifications of payment to Engineer

Modifications to time(s) for rendering services

Description of Modifications:

See Attachment K.1 for Scope of Services for Amendment No. 1

See Attachment K.2 for Professional Services Fee & Expense Summary for Amendment No. 1

Exhibit D – Resident Project Representative is now included in this Agreement.

Agreement Summary:

Original agreement amount:	\$409,152.00
Net change for prior amendments:	\$0.00
This amendment amount:	\$203,839.00
Adjusted Agreement amount:	\$612,991.00

Change in time for services (days or date, as applicable): Estimated Date for Completion of Services: October 19, 2018

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

**MODIFIED VERSION of**

**Exhibit K – Amendment to Owner-Engineer Agreement.**

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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: \_\_\_\_\_

By: \_\_\_\_\_

Name: John Winkler

Name: John

Royster \_\_\_\_\_

Title: General Manager

Title: President &

CEO \_\_\_\_\_

Date Signed:

Date Signed:

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**ATTACHMENT K.1**

**SCOPE OF SERVICES FOR AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT  
WEST PAPIO TRAIL – GILES ROAD TO MILLARD – PHASE 1- DESIGN & BIDDING  
NRD PROJECT NO. 20160419**

**CONSTRUCTION PHASE:**

- 1.1 Construction Contract Preparation. The Consultant will assist the Owner in preparation of the Contract for Construction using the EJCDC standard contract form to be provided by the Owner. The Consultant will circulate the final construction contract to the Owner and Contractor for execution. The Consultant will coordinate the receipt of required performance and payment bonds from the Contractor and forward copies to the Owner.
- 1.2 Pre-Construction Conference. The Consultant will schedule and conduct a pre-construction conference, consisting of one (1) meeting, prior to construction beginning. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc. The Consultant will provide record meeting notes which document the items discussed and decisions rendered.
- 1.3 Baseline Survey. The Consultant will provide baseline survey for horizontal and vertical controls for the proposed improvements, to be referenced by both the Consultant and Contractor during the construction of the project.
- 1.4 Utility Depth Surveying. The Consultant will provide surveying and potholing services to determine the depths of utility lines crossing beneath the trail north of Giles Road.
- 1.5 Construction Staking. The Consultant will provide construction staking of the proposed improvements, to include the following:
  - a. Initial trail centerline stakes every 300-feet with 20-foot offsets to verify general trail alignment and clearing extents.
  - b. Trail pavement grade stakes at 25-foot centers (one side only)
  - c. Parking lot pavement stakes at 25-foot centers
  - d. Slope stakes for grading at 50 foot centers
  - e. Locations for trail mile marker placement
  - f. Limits of grading and riprap at Oak Hills Crossing North location
  - g. Sheet pile wall alignment
  - h. Railroad protection structure
  - i. Utility locations including rim and invert elevations on new construction
  - j. The paving will be staked for a full width paving operation with stakes on one side only.
- 1.6 Shop Drawings. The Consultant will review shop drawings and miscellaneous submittals provided by the Contractor.
- 1.7 Construction Progress Meetings. The Consultant will schedule and conduct up to *ten (10)* progress meetings with Owner and Contractor. The Consultant will provide record meeting notes which document the items observed and discussed.
- 1.8 Construction Coordination and Project Management. The Consultant will coordinate with the Owner and Contractor in matters pertaining to the project including providing interpretation of the plans and specifications and answering Requests for Information (RFI's) from the Contractor.
- 1.9 Pay Application Review. The Consultant will review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval. (estimate 8 pay applications)

- 1.10 Materials Testing & Coordination. The Consultant will coordinate and review geotechnical soil and concrete testing results. Construction material testing (compaction and concrete compressive strength) services shall be provided by a sub-consultant as part of this Agreement at the testing frequency provided in the project specifications. Any retesting due to failed test results, shall be paid by the Contractor.
- 1.11 Measurement of Quantities. The Consultant will perform measurement of all final as-built quantities.
- 1.12 Final Punchlist. The Consultant will conduct a final site review of project with the Contractor and Owner. The Consultant will prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner.
- 1.13 Project Acceptance. The Consultant will provide a recommendation to the Owner in regard to acceptance of the project, and complete the necessary certificate(s). This recommendation will be based on the Consultant's observation of construction utilizing professional judgment and accepted test results to determine that the Contractor has completed their contract in substantial compliance with the plans, specifications and contract documents.
- 1.14 Record Drawings. The Consultant will prepare record drawings based on as-built conditions of the trail project.

**RESIDENT PROJECT REPRESENTATION:**

- 1.15 The Consultant will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work. The hours associated with these services is estimated at 540 hours. The duties and responsibilities of the RPR are described as follows:
  - a. Review of Contractor's work for general compliance with the plans and specifications, including structural/bridge review (Time has been calculated based on an average of 20 hours per week until substantial completion, and a total of 30 hours to close out the project)
  - b. Prepare written construction observation reports when on site.
  - c. Coordinate pay quantities with Contractor and Engineer.
  - d. Review of materials delivered to the site for specification compliance.
  - e. Assist in interpretation of the plans and specifications to the Contractor.
  - f. Review and coordinate materials testing by assigned testing firm.
  - g. Attend progress meetings.
  - h. Compile records for use in preparing record drawings.
  - i. Conduct required SWPPP inspections and provide reporting (estimated to be 70 hours for this project).

**ESTIMATED PROJECT SCHEDULE:**

- Notice to Proceed (BMW/JEO) November 13, 2017
- Notice to Proceed to Contractor November 23, 2017
- Conduct Utility Depth Survey December 15, 2017
- Complete Tree Removal January 26, 2018
- Estimated Construction Start April 30, 2018
- Construction Substantial Completion September 28, 2018
- Final Payment/Project Close-out October 19, 2018

**ATTACHMENT K.2**  
Professional Services Fee and Expense Summary - Amendment No. 1  
**West Papio Trail - Giles Road to Millard - Construction Administration Services**  
Consultant: Big Muddy Workshop, Inc.  
Date: October 23, 2017

	BMW				JEO				BMW Subtotal	JEO Subtotal		
	Principal/ Land Arch	Sr Proj Mgr/ Land Arch	Proj Mgr/ Land Arch	Trans PM & QC	WR PE or ET	Trans PE or ET	WR CAD	SWPPP Inspector	Env. Scientist	Structural PE	Survey Crew (2 person)	
<b>BASIC SCOPE OF SERVICES</b>												
<b>Construction Phase Services</b>												
1.1 Construction Contract Preparation	1	4	4	4	4	4				5	10	\$3,087
1.2 Pre-Construction Conference	4	8	4	4							8	\$2,100
1.3 Baseline Survey			1	4							150	\$1,680
1.4 Utility Depth Surveying			4	4								\$32,620
1.5 Construction Staking			4	12			8					\$3,285
1.6 Shop Drawings			16	40	15	15				15		\$9,680
1.7 Construction Progress Meetings	8	16	40	30	5	5				6		\$10,060
1.8 Construction Coordination & Project Management	10	16	40	3	6	3				3		\$8,065
1.9 Pay Application Review			8	8	6	3						\$1,539
1.10 Materials Testing & Coordination			4	4	10	10						\$630
1.11 Measurement of Quantities			4	8	3	3						\$2,400
1.12 Final Punchlist			6	2	1	1				1		\$1,760
1.13 Project Acceptance			2	10	2	4	10					\$1,240
1.14 Record Drawings			8	48	350	90	70	10	20			\$1,720
1.15 Resident Project Representation			23	85	184	58	12	18	10	50		\$2,696
Total Hours	\$190	\$160	\$140	\$168	\$170	\$135	\$140	\$135	\$110	\$155	\$210	\$8,000
x Hourly Rate	\$4,370	\$13,660	\$25,760	\$9,744	\$2,040	\$0	\$43,050	\$18,765	\$2,520	\$9,450	\$1,100	\$43,730
Subtotal												\$129,699
<b>Professional Fees for Construction Phase Services</b>												\$44,190
<b>Reimbursable Expenses:</b>												\$29,950
BMW Computer Supplier/In-House Copies												\$460
BMW Mileage												\$30,410
Thells Geotech (Materials Testing)												\$29,950
K2 (see truck for utility locations)												\$460
<b>Total Reimbursable Expenses</b>												\$29,950
<b>TOTAL NOT TO EXCEED PROJECT FEE &amp; EXPENSES</b>												\$159,649

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2016.

## **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

### **ARTICLE 1 - SERVICES OF ENGINEER**

#### *D1.01 Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide protection for Owner against defects and deficiencies in the Work. However, Engineer shall not on its own behalf with respect to third parties, as a result of such RPR observations of the Work, be deemed to supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents unless such failure was cause in whole or in part by Engineer, RPR, Consultants, and/or any of Engineer's other agents and/or other representatives. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

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**Exhibit D - Resident Project Representative.**

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*

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**MODIFIED VERSION of**

**Exhibit D - Resident Project Representative.**

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
  - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work ; and
  - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Start-ups:*
- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
  - d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
  - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
11. *Records:*
- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
  - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities,

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**MODIFIED VERSION of**

**Exhibit D - Resident Project Representative.**

decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
  - d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
  - e. Maintain records for use in preparing Project documentation.
  - f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
12. *Reports:*
- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
  - d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. *Completion:*

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***MODIFIED VERSION of***

**Exhibit D - Resident Project Representative.**

- a. Participate in Engineer's visits to the Site for inspection regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
  - b. Participate in Engineer's visit in the company of Owner and Contractor to the Site for inspection to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
  - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
  2. Exceed limitations of Engineer's authority as set forth in this Agreement.
  3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
  4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
  5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
  8. Authorize Owner to occupy the Project in whole or in part.

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***MODIFIED VERSION of***

**Exhibit D - Resident Project Representative.**