

MEMORANDUM

TO: Program's, Projects and Operations Subcommittee

FROM: Dick Sklenar, Project Manager

SUBJECT: Consideration on Proposals for Repair of West Maple Public Access Boat Ramp

DATE: January 4, 2007

The District's consultant for the development of the West Maple public access site (BCDM) has two proposals for making repairs to the boat ramp which undermined last summer.

Attached is a letter from BCDM explaining both proposals along with conceptual plans and cost estimates. Option 'A' would involve placement of a large basket of rock at the end of the boat ramp and would be funded entirely by BCDM (\$16,100). Option 'B' involves placement of steel sheet pile at the end of the boat ramp. BCDM expects that either proposal will solve the problem concerning the boat ramp and the main difference between both proposals is whether the District should consider further enhancement of the boat ramp outlet by installing additional steel sheet pile. The additional cost for the steel sheet pile is \$10,390.00 (see option 'B' attached).

It is in the best interest of the District that the firm of Dostals Construction Inc. be hired to do such work so as not to compromise the remaining portion of the warranty for the entire project that we have with that firm. It is also understood that should any damages occurred to the remaining portion of the project, as a direct result of making such repairs, such costs to restore the remainder of the project shall be borne by the BCDM. The District staff believes that a settlement agreement with BCDM should be reached which provides that BCDM reimburse the District for making such necessary repairs according to their proposed Option 'A'.

It is recommended that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed settlement agreement with BCDM which provides for the District issuing a change order to the construction contract with Dostals Construction Company, Inc. in the amount of \$16,100 to make necessary repairs to the boat ramp at the Elkhorn River West Maple Road public access site.

AGREEMENT

THIS AGREEMENT ("THIS AGREEMENT") is made and entered into by and between the **Papio-Missouri River Natural Resources District** (the "NRD") and **Beringer Ciaccio Dennell Mabrey, Inc.** ("BCDM").

WHEREAS, on or about March 31, 2004, the NRD and BCDM entered into a written agreement ("the **DESIGN CONTRACT**") pursuant to which BCDM agreed to design and provide administration of construction of public canoe access facilities ("the **PROJECT**") on a site along the Elkhorn River, adjacent to West Maple Road, near Waterloo, Nebraska; and,

WHEREAS, the PROJECT as designed by BCDM has been constructed by Dostals Construction Co., and, as so designed and constructed, the PROJECT includes, without limitation, boat launching facilities (the "**LAUNCHING FACILITIES**") intended to facilitate small boat access to the Elkhorn River; and,

WHEREAS, a substantial portion of the LAUNCHING FACILITIES, as so designed and constructed, have been undermined by waters of the Elkhorn River and the parties agree that the design thereof must be modified by partially reconstructing the LAUNCHING FACILITIES (the "**PROJECT MODIFICATIONS**") in order to be usable for the PROJECT'S intended purposes; and,

WHEREAS, a design and proposed plans and specifications for the PROJECT MODIFICATIONS have been prepared by BCDM, are attached hereto collectively as **Exhibit "A"** and incorporated herein by reference, and are hereby approved by the NRD, which agrees that the PROJECT MODIFICATIONS should be constructed in rectification of the undermined LAUNCHING FACILITIES; and,

WHEREAS, the parties desire to make a written memorial of their agreement concerning the PROJECT MODIFICATIONS, and desire to enter into a settlement and accord with respect to any and all claims the NRD may have against BCDM concerning BCDM'S responsibilities for past and present undermining of the LAUNCHING FACILITIES resulting from BCDM'S design thereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. BCDM, at its sole cost and expense, shall prepare and submit for the approval of the NRD (such approval to not be unreasonably withheld) a proposed modification of the original written construction contract between the NRD and

Dostals Construction Co. (the “**MODIFICATION CONTRACT**”), such **MODIFICATION CONTRACT** to provide for the performance of the **PROJECT MODIFICATIONS** for the contract price of \$16,100.

2. The **MODIFICATION CONTRACT** may take the form of a change order changing the original written construction contract between the NRD and Dostals Construction Co. for construction of the **PROJECT**.

3. Following the NRD’S approval of the form of the **MODIFICATION CONTRACT**, the parties shall solicit written acceptance by Dostals Construction Co. of the **MODIFICATION CONTRACT**, and Dostals Construction Co.’s written agreement to accept the aforesaid contract price as full and final payment for such contractor’s performance of the **PROJECT MODIFICATIONS**.

4. If Dostals Construction Co. agrees to perform the **MODIFICATION CONTRACT** for the contract price of \$16,100 and executes the **MODIFICATION CONTRACT**, the NRD shall execute the **MODIFICATION CONTRACT** as the other contracting party thereto.

5. BCDM, at its sole cost and expense and according to the standards provided by the **DESIGN CONTRACT**, shall provide administration of construction of the **PROJECT MODIFICATIONS** by Dostals Construction Co., and shall issue a certificate of completion upon Dostals Construction Co.’s completion of performance of the **PROJECT MODIFICATIONS**.

6. Within 10 days after the final completion of the **MODIFICATION CONTRACT** by Dostals Construction Co., BCDM shall pay to the NRD (a) all of the contract costs due to Dostals Construction Co. pursuant to the **MODIFICATION CONTRACT**; and (b) all of the fair and reasonable costs of repairing damages to the **PROJECT** that may have resulted from or occurred during performance of the **MODIFICATION CONTRACT**, and that were not restored by Dostals Construction Co. prior to its final completion of the **PROJECT MODIFICATIONS**.

7. Upon completion of performance of the **MODIFICATION CONTRACT**, upon the NRD’S written acceptance of BCDM’S certificate of completion (such acceptance to not be withheld or delayed unreasonably), and upon the payment by BCDM to the NRD of the costs provided by the preceding paragraph, BCDM shall be deemed to be permanently released from any further responsibility to the NRD under the **DESIGN CONTRACT** for any past and present undermining of the **LAUNCHING FACILITIES** by the Elkhorn River.

8. Approvals, acceptances and other NRD actions under **THIS AGREEMENT** are authorized to be provided and performed by its General Manager.

9. **THIS AGREEMENT** shall be deemed to be effective upon the execution hereof by both of the parties hereto.

Executed by the NRD on this ____ day of _____, 2007.

**Papio-Missouri River Natural Resources
District**

By _____
General Manager

Executed by BCDM on this ____ day of _____, 2007.

Beringer Ciaccio Dennell Mabrey, Inc.

By _____
President



3 January 2006

Mr. Dick Sklenar
Papio-Missouri River Natural Resources District
8901 South 154th Street
Omaha, Nebraska 68138-3621

RE: Elkhorn River Maple Street Access
BCDM Project No. 4045-00

Dear Dick:

As a final solution to the necessary repairs to the plank ramp at the river's edge, we are providing two options for the Board's consideration. One option results in BCDM assuming all costs for restoration to the ramp and any site disturbance by the contractor. The other alternative results in a cost sharing by the P-MRNRD for installation of steel sheet pile along the face of the bottom plank at the river in conjunction with all other costs assumed by BCDM. Associated costs of each alternative is provided by Dostals Construction Company, Inc. and enclosed with this letter. A summary of each alternative is as follows:

Option A. Restoration with Anchor Rods: (BCDM assumes all costs). This option calls for a removal of all existing concrete ramp planks and revise the gradient to achieve a lower ramp elevation at the water's edge. The existing concrete planks would then be reset on a setting bed of rip-rap and aggregate over fabric matting to lessen settling into the sandy soils. The current ramp is installed in this manner with sustained results above the water elevation. The planks will be further anchored to the ground by steel anchor rods and to each other by a cable with turnbuckle tie through the existing rebar eyes and anchored to the concrete slab at the top of the ramp. Protection of the ramp at the river's edge will be achieved in part by the anchor rods and also by providing a hog wire basket with fabric and rip-rap embedded into the soil, flush with the top of the ramp plank, and fastened to the ramp. Most importantly, the revised bottom of ramp planks will terminate at the face of the existing sheet pile landing rather than extending out into the river thus removing the obstructive perpendicular face opposing the river current at lowest flows which currently exists. As necessary by exposing the south face of the landing, additional vinyl sheet pile with aluminum cap will be installed to return the face of the landing to grade. Additional design elements are indicated on the enclosed sheets A1 and A2.

architecture
landscape architecture
interior design
construction management

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Suite 300
Omaha, NE 68114-2334
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Phone (402) 391-2211
Fax (402) 391-8721

Option B. Restoration with steel sheet pile: (P-MRNRD provides cost share for steel sheet pile only with BCDM assuming remaining costs). This option provides the same removal, re-grade and resetting of the existing concrete planks as provided in Option A, less the steel anchor rods through the lower three planks. In lieu of anchor rods, 12' lengths of steel sheet pile will be installed across the face of the ramp. At current presumed river bank conditions, approximately 10' to 11' of the sheet pile will be embedded into the soil. The sheet pile will incorporate a steel angle iron top flush with the top of the lowest ramp plank providing a continuous transition without a raw sheet pile edge. Additionally there will be a steel channel whaler on the inside face of the sheet pile acting as both a tie together element for the sheet piles and a bearing ledge for the last ramp plank to sustain the transitional edge. The proposed rip-rap basket in this alternative serves more as a transitional extension of the ramp further into the river for boat trailer access than scour protection. Additional design elements are indicated on the enclosed sheets B1 and B2.

The consideration for the Board of these two options is the durability of each and the benefit in selecting the cost sharing option. In both conditions, the primary concern lies in the ability to sustain a level of river scouring across the face of the ramp over time as well as upholding against ice flows. The option which provides a rip-rap basket and anchor rods only, provides protection against scour. At the time of installation, the rip-rap basket will be over half embedded into the soil of the river (approximately 2' or better). It is believed by our office as well as consultation with Olsson Associates' engineers that the undermining of the current ramp was due to below average river elevations experienced in 2006 allowing the sandy soil bank to dry out and weaken. Under this proposed solution the rip-rap basket would be susceptible to undermining if the river elevation dropped below what was experienced in 2006 exposing the bottom of the basket from scour. The anchor rods should still secure the ramp beyond that event but could fail if the rip-rap basket is lost.

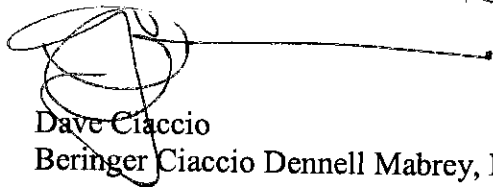
Option B provides increased sustainability against extreme low river conditions, which is to be achieved through the installation of steel sheet pile across the face of the ramp. Again, the concern is the river scouring the supporting soil out from under the ramp. The sheet pile will withstand scour to a greater depth than a wire basket. The sheet pile proposed in this option will have the same buried depth as the existing landing, which was determined by a scour analysis conducted by the project's geotechnical engineer. The sheet piles will also provide increased sustainability against ice flows. It must be noted however, that a catastrophic river event exceeding the factors of the scour analysis will make either option susceptible to failure.

Mr. Dick Sklenar
3 January 2007
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Pending the outcome of the Board's decision on Tuesday, 9 January 2007, our office is prepared to issue a Change Order to the Contract dated 13 December 2005 between the P-MRNRD and Dostals Construction Company, Inc. The Contractor will provide certification from their Bonding Agency regarding insurance of the necessary repairs. BCDM will provide all Contract Administration services necessary during the restoration at no cost to the P-MRNRD. Additionally as discussed and understood, all professional services provided in the development and execution of this restoration effort are assumed by BCDM at no cost to the P-MRNRD. In speaking with the Contractor, they are ready to commence the restoration efforts upon Board approval. They anticipate approximately a one week lead time on materials and two weeks of construction activity to complete the task.

Thank you, Dick. As always, should you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Ciaccio", with a long horizontal line extending to the right. The signature is written over the printed name and company name.

Dave Ciaccio
Beringer Ciaccio Dennell Mabrey, Inc.

DC/mms

c: File 4045-00, 0.0

Dostals Construction Company Inc.

13680 South 220th Street, Gretna, NE 68028

Office: (402) 332-4537

Fax: (402) 332-2881

Mobile Phones:

(402) 690-9468 (Jim)

(402) 670-8506 (Bodie)

To: Tom Bently
From: Bodie Dostal
Date: December 29, 2006
Re: Elkhorn River Public Access

BID PROPOSAL
OPTION A.

Description of Professional Service:

Vinyl sheet pile return wall	\$ 7,400
Reset ramp, grade, w/ cables, rip rap and anchor rods	\$ 7,500
River rip rap gabion basket	\$ 1,200

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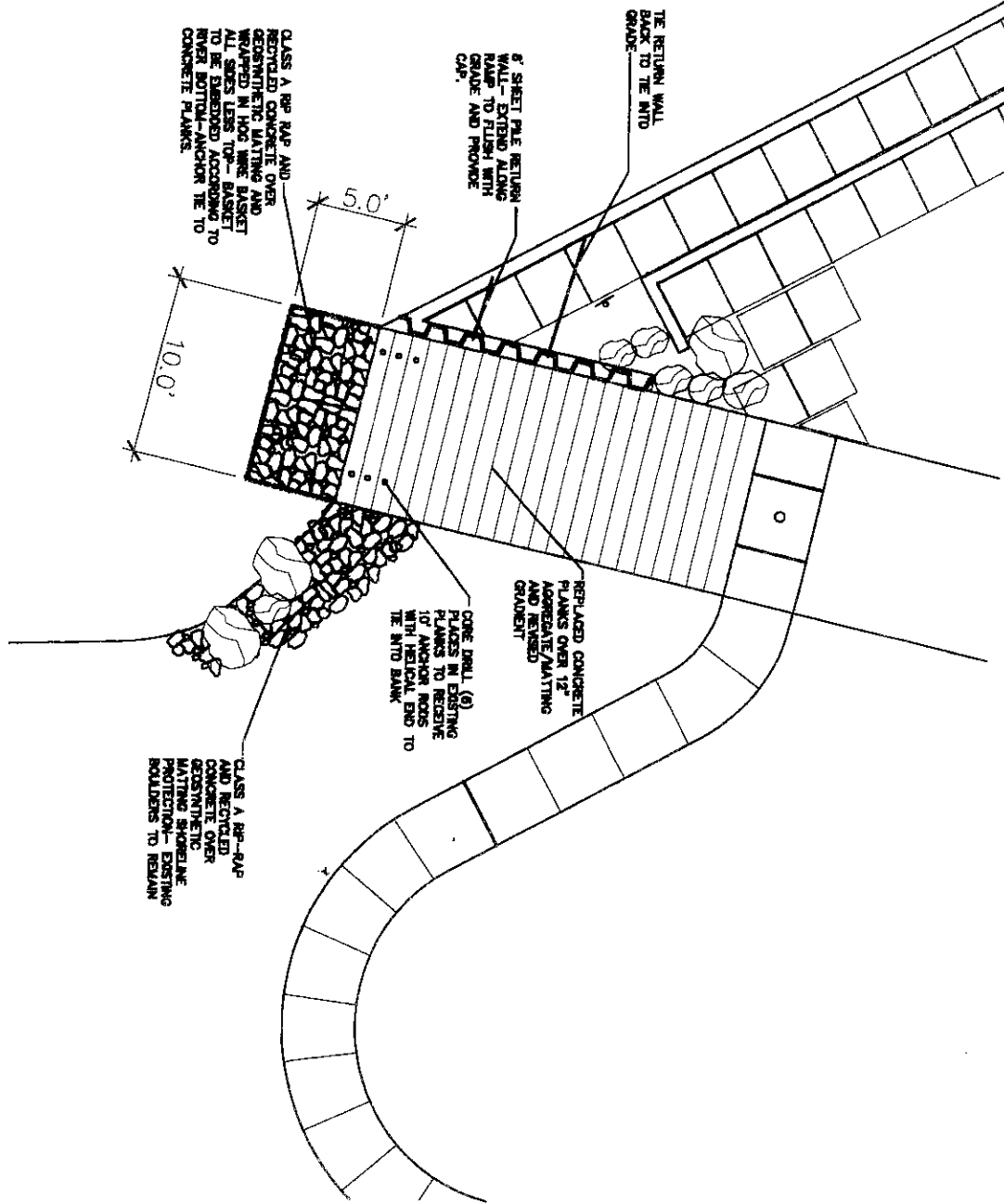
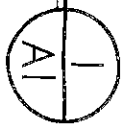
BID PROPOSAL

OPTION B

Description of Professional Service:

Installation of steel sheet pile w/whaler, dead man anchors	\$ 10,390
Vinyl sheet pile return wall	\$ 7,400
Reset ramp, grade, w/ cables and rip rap	\$ 6,500
River rip rap gabion basket	\$ 1,200

ANCHOR ROD OPTION PLAN

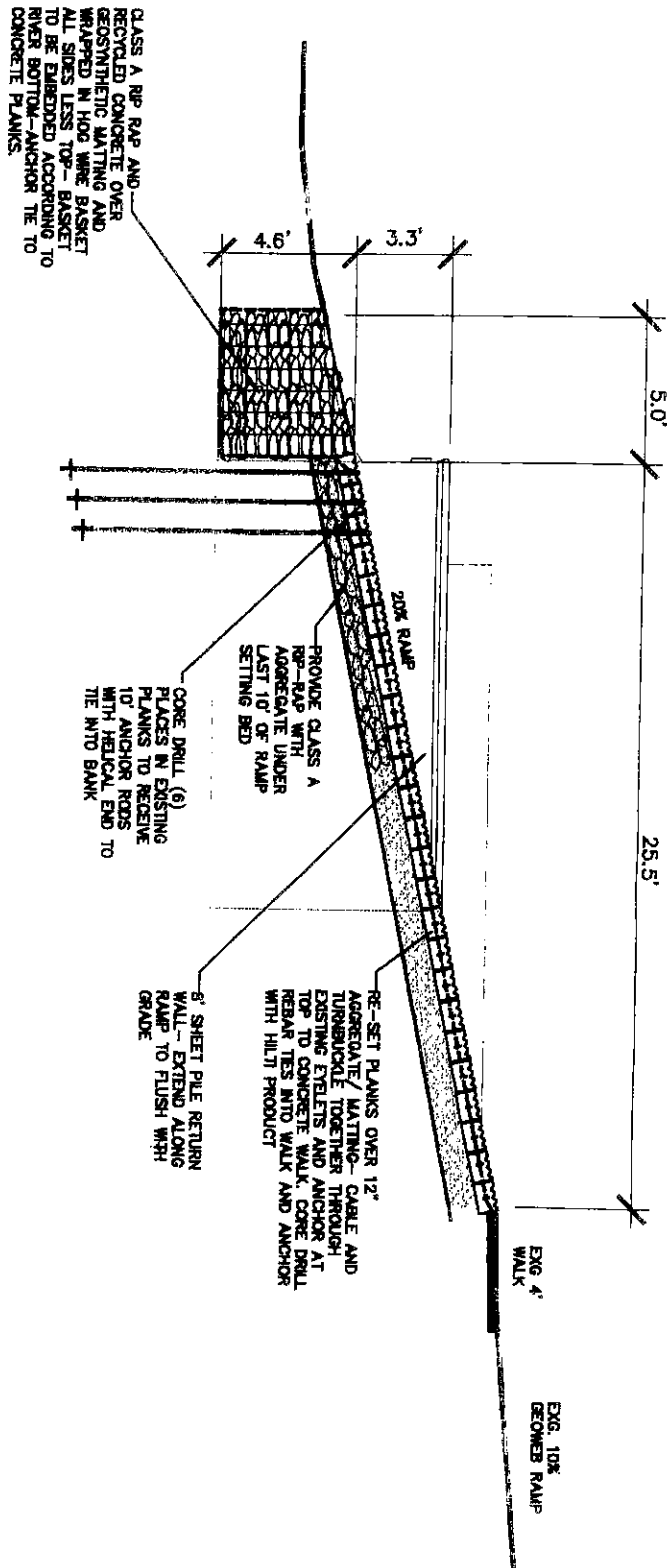


ELKHORN RIVER PUBLIC ACCESS- RAMP CORRECTION

BCDM PROJECT NO: 4045	PAPIO-MISSOURI RIVER RD	A1
DATE: 9 JANUARY 2007	Highway 64 Waterloo, Nebraska	

BERINGER CIACCIO DENNELL MABREY, INC. ARCHITECTS

ANCHOR ROD OPTION SECTION

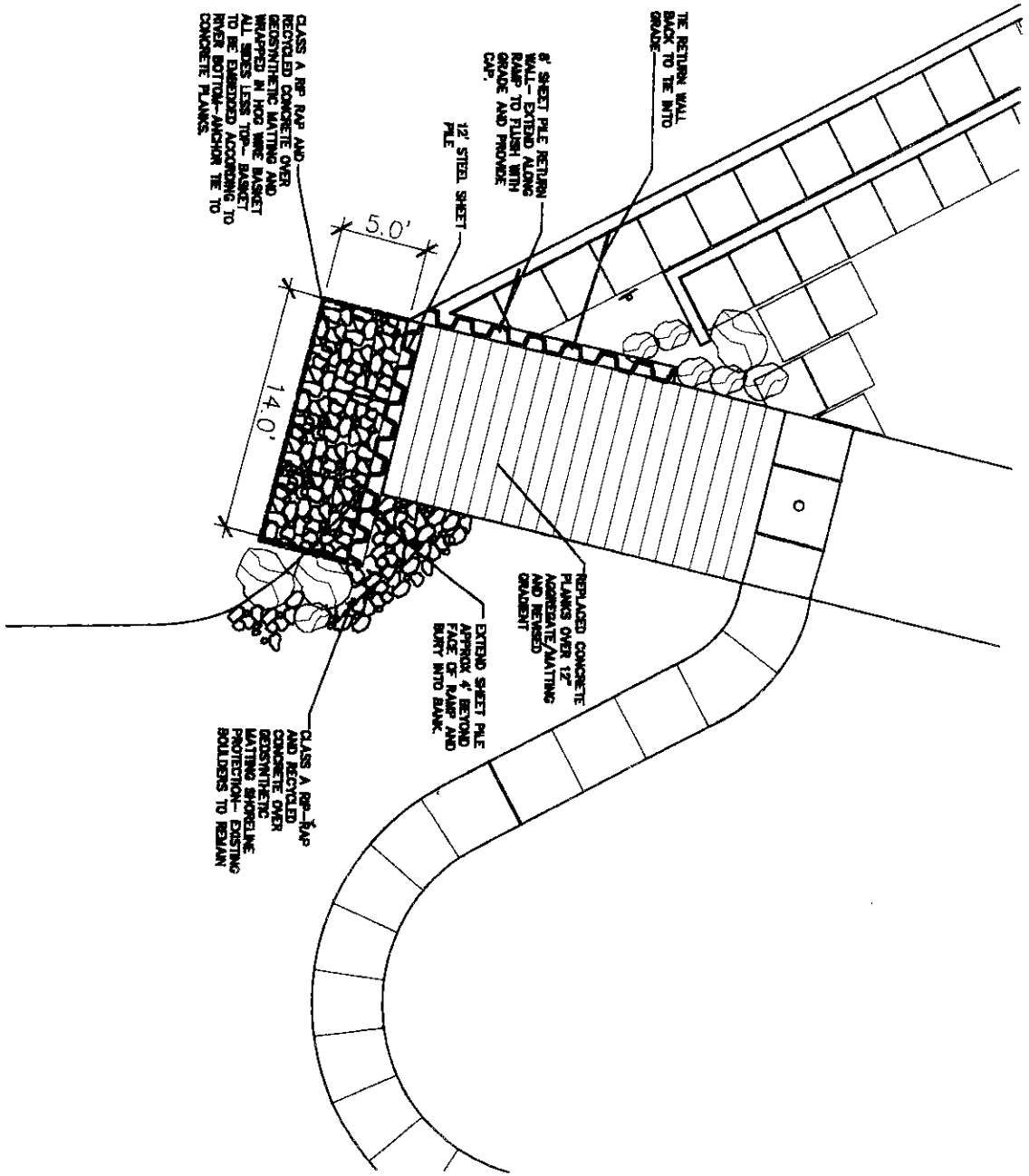
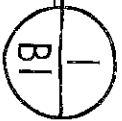


ELKHORN RIVER PUBLIC ACCESS- RAMP CORRECTION

BCDM PROJECT NO: 4045	PAPIO—MISSOURI RIVER RD	A2
DATE: 9 JANUARY 2007	Highway 64 Waterloo, Nebraska	

BERINGER CIACCIO DENNELL MABREY, INC. ARCHITECTS

SHEET PILE OPTION PLAN



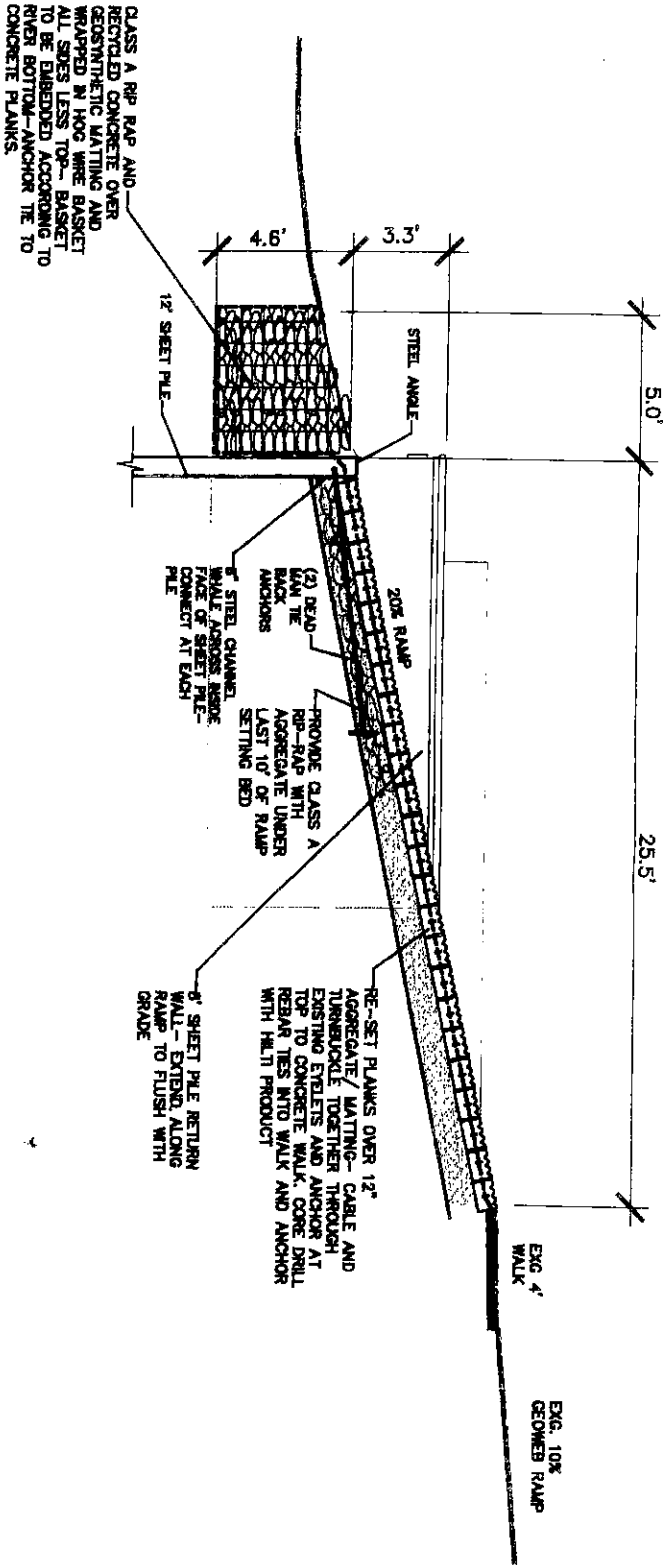
ELKHORN RIVER PUBLIC ACCESS- RAMP CORRECTION

BCDM PROJECT NO: 4045	PAPIO-MISSOURI RIVER RD	B1
DATE: 9 JANUARY 2007	Highway 64 Waterloo, Nebraska	

BERINGER CIACCIO DENNELL MABREY, INC. ARCHITECTS

SHEET PILE OPTION SECTION

1
B2



ELKHORN RIVER PUBLIC ACCESS- RAMP CORRECTION

BCDM PROJECT NO: 4045

PAPIO-MISSOURI RIVER RD

DATE: 9 JANUARY 2007

Highway 64 Waterloo, Nebraska

B2

BERINGER CIACCIO DENNELL MABREY, INC. ARCHITECTS