

# Memorandum

To: Projects, Programs, and Operations Subcommittee

From: Terry Schumacher, Land & Water Programs Coordinator

Date: May 31, 2024

RE: Amendment No. 1 for the Papillion Creek Tributary Section 319 Water Quality Project

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In December 2021, the Board of Directors approved the selection of HDR Engineering, Inc. for professional services necessary to plan, permit, design and bid the Papillion Creek Tributary Section 319 Water Quality Project in Washington County.

The next phase of the professional services required for the project is construction administration. HDR Engineering, Inc. and District staff have discussed and prepared a professional services agreement for amendment No. 1 of the project.

HDR proposes to provide professional services in contract Amendment No.1 for a total not to exceed amount of \$592,415.00; see attached Exhibit K for further details on task descriptions and the fee breakdown. This would bring the total contract, including Amendment No. 1, to \$1,066,915.00.

**Staff recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Amendment No. 1 with HDR Engineering, Inc. for the Papillion Creek Tributary Section 319 Water Quality Project in an amount not to exceed \$592,415.00 bringing the total contract not to exceed amount to \$1,066,915.00, 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 [\_\_\_\_\_].

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

The Effective Date of this Amendment is: \_\_\_\_\_, 2024.

**Background Data**

Effective Date of Owner-Engineer Agreement: January 5, 2022

Owner: Pappio-Missouri River Natural Resources District (P-MRNRD)

Engineer: HDR Engineering, Inc. (HDR)

Project: Construction Administration for the Section 319 Water Quality Project, Washington Co., NE.

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:**

- a. Modify Article 7 – Definitions, 7.01.A.24 Maximum Amount. Remove “four hundred seventy four thousand five hundred dollars (\$474,500.00)”, and replace with “one million sixty-nine thousand nine hundred and ten dollars (\$1,066,915).”
- b. Amend Article 8 – Exhibits and Special Provisions as follows:
  - 1) 8.01 D, add “D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.”

- c. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- 1) Exhibit A, "Engineer's Services", shall be amended to include Exhibit A-1, Engineer's Services for Amendment No. 1 and Attachments 1 and 2 to Exhibit A-1.
  - 2) Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses" shall be amended to include Exhibit C-1 and Appendices 1 and 2 to Exhibit C-1.

Agreement Summary:

Original agreement amount:	\$ 474,500
Net change for prior amendments:	\$ 0
Net contract change for Amendment No. 1:	<u>\$ 592,415</u>
Adjusted Agreement amount:	\$ 1,066,915

Change in time for services (days or date, as applicable): July 1, 2024 to December 31, 2025.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibits C and C-1.

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

HDR Engineering, Inc.

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

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

Print

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Name: John Winkler

Name: Matthew Tondl, P.E.

Title: General Manager

Title: Senior Vice President

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, upon request, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary and/or as reasonably requested by Owner, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not on its own behalf with respect to third parties, during such visits or as a result of such observations of the Work, be deemed to supervise, direct, or have control over the Work, nor shall Engineer 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 any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents unless such failure is caused in whole or in part by Engineer, its Consultants, agents or other representatives.

10. *Defective Work:* Reject Work if Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents, that such Work will not produce a completed Project that conforms generally to the Construction Contract Documents and/or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer believes that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all 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. Promptly to ensure the orderly completion of Contractor's work, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents. Such clarifications, interpretations and/or decisions must be consistent with the intent and reasonably inferable from the Construction Contract Documents.
13. *Intentionally Deleted.*
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work. Engineer shall promptly notify Owner of any issued Field Order
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and

hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A-1.
19. *Inspections and Tests:*
  - a. Require such special inspections and/or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 calendar days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided promptly to Owner and Contractor. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the



Construction Contract. Such recommendations of payment and reductions in payment will be in writing and will constitute Engineer's representation to Owner, that, to the best of Engineer's knowledge, information and belief, taking into account its observations and review and such other information available to Engineer, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be as provided in Paragraph A1.05.A.17 and to check that Contractor has submitted all pages.
  23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to conduct review and conduct an inspection of the Work to determine the status of completion. Follow the procedures in the Construction Contract regarding the

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**May 2024**

Exhibit A-1 – Engineer's Services

preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: As defined in Attachment 1 to Exhibit A-1.
  25. *Final Notice of Acceptability of the Work:* Conduct a final inspection to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
  26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments to the extent conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

This is **Attachment 1 to EXHIBIT A-1**, consisting of 10 pages and **Attachment 2** (2 pages), referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [\_\_\_\_\_].

## AMENDMENT NO. 1

### Engineer's Services for Amendment No. 1

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#### PART 1 – BASIC SERVICES



**Papio-Missouri River Natural Resources District  
Construction Management Services for Section 319 Water Quality Project, Washington Co., NE**

#### ENGINEERING PROPOSAL

#### BACKGROUND AND BASIS OF PROPOSAL

HDR Engineering, Inc. was selected by the P-MRNRD to provide planning, permitting, preliminary and final design for a water quality basin in rural Washington County under the P-MRNRD Small Dams program. The water quality basin is consistent with the Papillion Creek Watershed Plan completed under the EPA Section 319 program. The basin is located on the Dunker property north of Kennard, Nebraska, and is primarily agricultural land.

The project includes the design and construction of a Main Dam and constructed wetlands. The scope of this Proposal is to perform Construction Management Services.

#### A1.05 Construction Management Services

This Scope of Services is to document professional services to the P-MRNRD for construction of the Section 319 Water Quality Project (Project). The scope is divided into Phase II – Construction Management Services.

The Phase II scope of work is segmented into 3 task series:

- Task Series 1200 – Construction Meetings and Conferences
- Task Series 1300 – Construction Contract Administration Services
- Task Series 1400 – Operation and Maintenance Manual and Emergency Action Plan

The Team proposes to provide the following professional services over an anticipated 16 month project period from the time of contract authorization.

#### TASK SERIES 1200 – CONSTRUCTION MEETINGS AND CONFERENCES

**Task Objective:** Attend and conduct periodic meetings to monitor construction progress.

**Activities:** **Task 1210 Construction Project Management.** Conduct general construction phase services tasks. Includes monthly invoicing, monthly progress reports, project close out activities and other project administrative activities.

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Attachment 1 to Exhibit A-1 – Proposed Scope of Services for Amendment No. 1

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**Task 1220 Pre-Construction Conference.** The project team will facilitate and attend a pre-construction conference with the contractor, P-MRNRD, and other project stakeholders as appropriate.

**Task 1230 Substantial Completion Inspection.** Conduct a substantial completion inspection and submit a punch-list of items requiring completion or correction.

**Task 1240 Final Inspection and Letter of Certification.** Conduct a final inspection and submit a punch-list of items requiring completion or correction. Final payment and retainage release to be based on completion of final inspection punch-list. Prepare and submit Letter of Certification to Nebraska Department of Natural Resources (DNR) Dam Safety Division stating work was completed in accordance with plans and specifications.

**Task Deliverables:**

- Pre-construction conference agenda and minutes.
- Monthly coordination meeting agendas and minutes.
- Substantial Completion and Final Completion reports / punch-list.
- Nebraska DNR Dam Safety Letter of Certification.

**Key Understandings:**

- Bi-monthly on-site progress meetings.
- Up to two project team staff at each meeting.
- Construction timeframe from August 2024 thru September 2025 or a 14-month construction period. Duration for construction services is 16 months.

**TASK SERIES 1300 – CONSTRUCTION CONTRACT ADMINISTRATION SERVICES**

**Task Objective:** To provide day-to-day construction contract administration services.

**Activities:**

**Task 1310 Records and Reports.** Document construction activities.

1310.1 **Records and Report Documentation.** Document construction activities including the following:

- Field Observations: Maintain Resident Project Representative (RPR) documentation to record daily activities, weather, observations, decisions, etc. Includes photo documentation.
- Weekly Summary Reports: Prepare a weekly report summarizing the daily activities.
- Quantities: Maintain running tabulation of quantities and work performed, including stored materials.
- Pay Applications: Review pay applications provided by the contractor and provide recommendation of payment. Assumed up to 12 monthly progress payments.
- Test Results: Maintain documentation of materials and construction testing, including but not limited to: earthfill, concrete, and drainfill.
- Other Project Files: Maintain documentation of other correspondence, shop drawings, materials submittals, change orders, work change directives and other project related documents.

1310.2 **As-Built Drawings.** Prepare electronic as-built drawings to reflect field conditions, design changes, and the final constructed project. Contractor is responsible for marking up continuous documentation of as-built conditions. The project team will verify Contractor's drawings and incorporate them into the final As-Built Drawing submittal.

**Task 1320 Construction Contract Support.**

- 1320.1 Contract Document Clarification. Provide clarifications and interpretations of Contract Documents as requested by the Contractor.
- 1320.2 Survey Control and Verification Checks. Lamp Rynearson, as a sub-consultant, will provide survey control and verification checks for the project. Coordinate with the Contractor for staking needs and information.
- 1320.3 Materials QA Testing. Thiele Geotech, Inc., as a subconsultant, will provide and conduct Quality Assurance (QA) material testing for earthwork, drainfill, and concrete. HDR will conduct QA field moisture and density testing.
- 1320.4 Submittal Review and Tracking. Review and recommend approval of required submittals meeting contract document requirement, including but not limited to: Water Control and Diversion Plan, Materials Certifications, concrete, principal spillway pipe, shop drawings, seeding and erosion control measures. Submittals tracked using HDR's Newforma software.
- 1320.5 Construction Meetings. Facilitate periodic construction conferences with the Contractor to discuss schedule, work progress and other related work. Agendas and notes will be prepared.
- 1320.6 Technical Field Observation. Engineer and other technical personnel will make periodic visits to observe construction progress (outside of normal RPR).
- 1320.7 Instrumentation Data Interpretation. Read and review dam instrumentation and coordinate with contractor, as necessary.
- 1320.8 Design Modifications and Change Orders. Prepare drawings, details, cost opinions, and specifications for necessary construction changes. Changes will be prepared upon the direction of P-MRNRD.

**Task 1330 Permit Compliance Support.**

- 1330.1 SWPPP Compliance Monitoring. Conduct weekly site visits and prepare a report on BMP performance.
- 1330.2 United States Army Corps of Engineers (USACE) Section 404 Compliance. The following Section 404 Permit compliance activities are anticipated:
  - Prepare and submit notifications to USACE for: commencement of filling activities, mitigation completion, buffer seeding completion, and completion of work.
  - Perform field survey and post-process three channel cross-sections in the downstream channel prior to and post-construction. Cross section locations are anticipated to be; Point 1 - 100 feet below the energy dissipator; Point 2 - 100 feet downstream from the transition from graded to an undisturbed channel; and Point 3 - 500 feet downstream from point 2.
- 1330.3 NDNR Approval to Store Water. HDR to provide documentation to Nebraska DNR for administration of State Permit to Store Water.

**Task Deliverables:**

- Field reports with quantities, photos.
- Materials testing reports.
- Contractor test results.
- Progress pay applications (assumed up to 12 monthly).
- Shop drawing reviews.
- Change order and work change directives.
- SWPPP reports.

- Four notifications to USACE.
- Six channel cross-section post-processed data (three pre-construction and three post-construction) in the downstream channel.
- Three channel cross-section post-processed data in the stream mitigation reach post-construction of the stream mitigation reach.
- Meeting agendas and minutes.
- As-built drawings.

**Key Understandings:**

- Anticipated duration of construction is 14 months from approximately August 1, 2024 to September 30, 2025 with 3 months for settlement/winter shutdown.
- Contractor will provide their own construction staking.
- Contractor will provide bird surveys for tree removal within the nesting bird season (April 1 to July 15).
- Project team will provide survey control and periodic elevation checks.
- Project team will provide testing of earthwork, concrete, and drainfill.
- Construction meetings will occur every two weeks during major construction activities, otherwise monthly.
- Project team will perform final survey for As-Built drawings.
- Full-time RPR will provide construction quality assurance for the Project. An RPR will be on site while construction activities are occurring. The level of construction observation effort included in this scope equates to 1,900 hours for the RPR commencing with start of Contractor's field activities and during the period when the Contractor is performing work requiring observation, as determined by HDR. An average of 50-hour weeks for 32 weeks (8 months), 25 hours per week for 12 weeks (3 months), and 12 weeks (3 months) of Winter shutdown/settlement until critical work elements are completed is assumed. Reasonable variations in work days and schedules are anticipated, but no protracted overtime, work stoppages or extended work schedules are assumed. At critical times, the Engineer and other technical personnel will be provided.
- RPR will not authorize changes from the contract documents.
- Contractor is responsible for their own health and safety.
- Contractor is responsible for quality control testing of materials.
- Materials inspections will occur at the project site. Visits to outside quarries, plants, or facilities are not included.
- Annual Section 404 mitigation monitoring is not included but can be performed as additional services.

**TASK SERIES 1400 – OPERATIONS AND MAINTENANCE MANUAL AND EMERGENCY ACTION PLAN**

**Task Objective:** To prepare an Operations and Maintenance (O&M) manual for the facility. Develop and Emergency Action Plan (EAP) to meet Nebraska DNR Dam Safety approval to operate.

**Activities:** **Task 1410 O&M Manual.** Prepare an O&M Manual documenting the materials and equipment installed, agreements, permitting, and other general O&M activities.

**Task 1420 Emergency Action Plan (EAP).** Update the draft EAP prepared during Task Series 200. Edits will include as-built drawings, current contact information, construction information, and other Nebraska DNR updates.

**Task Deliverables:**

- O&M Manual.
- Emergency Action Plan.

**Key Understandings:**

- One hard copy and one electronic copy of the O&M Manual will be provided.
- EAP will be provided electronically.
- Meetings with Nebraska DNR will not be necessary to review the EAP.
- P-MRNRD will obtain signatures of coordinating emergency agencies.

# LAMP RYNEARSON

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Omaha, NE 68154  
[P] 402.496.2498  
[F] 402.496.2730  
LampRynearson.com

VIA Email: [troy.meyer@hdrinc.com](mailto:troy.meyer@hdrinc.com)

June 4, 2024

Mr. Troy Meyer  
HDR  
1917 South 67th Street  
Omaha, NE 68106

REFERENCE: Proposal for Construction Surveying Services  
P-MRNRD Section 319 Water Quality Project - Project No. 503 (Dunker Dam)  
HDR Project NO. 10334179  
NE ¼ Section 24, T18N, R10E, 6<sup>th</sup> PM, Washington County, Nebraska

Dear Mr. Meyer

Lamp Rynearson is pleased to present this Proposal to HDR (CLIENT) to provide surveying services associated with the P-MRNRD Section 319 Water Quality Project - Project No. 503 (Dunker Dam) project. Our Proposal is based upon the items listed in your May 30<sup>th</sup> email to Todd Whitfield. We understand the scope of our services for this Project will include the following tasks.

## SCOPE OF SERVICES

### A. Survey

1. Survey Control – Set control points at dam, principal, and auxiliary spillway. CPs will be 5/8" x 24" rebar in concrete or on a permanent structure on the same datum as plans.
2. Instrumentation Survey – Survey (3) piezometers, (3) settlement plates, (2) surface movement monuments, and (2) monitoring wells at installation, completion of placement, and again at closure. Provide HDR results of each survey in an acceptable format.
3. On-Call Surveying Services. Ten (10) trips to the site are included to aid HDR RPR throughout the project's duration.
4. As-Built Survey. Once construction is complete, provide an as-built survey of the completed dam embankment and principal spillway structures.
5. USACE Section 404 Compliance Survey. Perform a field survey and post-process three (3) channel cross-sections in the downstream channel prior to and post-construction.

### B. General Assumptions

1. The project will be completed in accordance with the scope outlined above. Any additional services or rework required that is not a result of Lamp Rynearson's work will be additional services.
2. Electronic files for the site plan and topographic survey compatible with ACAD 2020 will be provided to Lamp Rynearson by the CLIENT.
3. All meetings will be in the Omaha metropolitan area.

Leaving a **Legacy**

**MODIFIED VERSION of**

**May 2024**

Attachment 1 to Exhibit A-1 – Proposed Scope of Services for Amendment No. 1

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4. Fees for any applications, filings or permitting, fees required by governing agencies, or any other fees not specifically defined herein are not included in our fees and, if required, will be paid by the CLIENT.
5. Unless Lamp Rynearson specifically requests shop drawings or other material information be submitted for review, Lamp Rynearson will not accept, review, or transmit any shop drawing or other submittals.

#### **SCHEDULE**

We are prepared to begin work on the project immediately upon receipt of a signed copy of this proposal.

#### **COMPENSATION**

We propose to bill for our services on the basis of hourly charge rates plus reimbursable expenses incurred. For the task listed above, we anticipate our fees to be \$59,750. We will make reasonable attempts to notify you ahead of time should our fees exceed this amount. A copy of our current charge rate schedule is attached. The schedule is updated on approximately April 1 of each year.

#### **LAMP RYNEARSON MEETING POLICY**

Lamp Rynearson strives to provide our clients with the best service possible. We generally offer the cost of our services at a lump sum price. This allows our clients to budget for their projects with greater accuracy. Our fee structure is based upon attending a maximum number of meetings, as specified in this proposal. In our experience, additional meetings are generally due to CLIENT-, architect-, or local regulatory agency-driven design changes. Additional meetings beyond the maximum number specified in this proposal will be attended only at the CLIENT's request and will be billed for at the lump sum rate of \$400 per meeting.

#### **SUPPLEMENTAL TERMS AND CONDITIONS**

1. Invoices will be submitted monthly. All invoices are due upon receipt.
2. All reports, drawings, specifications, computer files, field data, notes, and other documents prepared by Lamp Rynearson, Inc. are instruments of professional service and shall remain the property of Lamp Rynearson, Inc. Lamp Rynearson, Inc. shall retain all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto.
3. This proposal is valid if acceptance of this proposal and work authorization for our services are both received within 90 days from the date of this proposal. After this deadline, our scope of services and fees may be re-evaluated.
4. Past-due accounts are charged a one-percent interest rate per month on any unpaid balance. If payment in full is not paid within 30 days from the date of the invoice, Lamp Rynearson reserves the right to immediately cease work. Lamp Rynearson shall be entitled to recover attorney fees, court costs, and any other costs of collection which may be incurred in collecting this account.
5. If directed to suspend or cease work, Lamp Rynearson shall be paid for services performed prior to the receipt of notice to cease work, together with any expenses from cessation of work. Should work on this project be stopped and consequently re-started, CLIENT hereby agrees Lamp Rynearson may adjust the proposed fees or other compensation for the remaining work.

6. CLIENT hereby agrees, by acceptance of this proposal, to limit the liability of Lamp Rynearson, Inc. to CLIENT and to all construction contractors, arising from Lamp Rynearson, Inc. professional acts, errors, or omissions such that total aggregate liability of Lamp Rynearson, Inc. to all those named shall not exceed \$100,000 or Lamp Rynearson, Inc.'s total fees for services rendered on the project, whichever is greater.

We appreciate the opportunity to present this Proposal and look forward to assisting you in the successful completion of this project. We would be glad to discuss any questions you may have. Please refer questions to Todd Whitfield, Project Manager. If this Proposal is acceptable, we ask for acknowledgment by returning one (1) signed copy to us

Sincerely,

LAMP RYNEARSON



Warren Headlee, PLS  
Geomatics Group Leader

Accepted By:

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Enclosure: 2024 Lamp Rynearson Geomatics Charge Rates

th:\Engineering\Proposals & Agreements\SURVEY\2024\PROP HDR-Dunker Dam Construction Survey Services 240604.pdf

**MODIFIED VERSION of**

**May 2024**

Attachment 1 to Exhibit A-1 – Proposed Scope of Services for Amendment No. 1

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**Revised Proposal for Material Testing & Instrumentation Services  
Dunker Dam Construction Phase QA  
Washington County, Nebraska  
April 24, 2024**

Thiele Geotech, Inc. is pleased to submit our proposal for material testing services for the referenced project. The following sections detail services that may be provided. A listing of applicable unit rates are attached in Exhibit A.

**SCOPE OF SERVICES – MATERIALS TESTING**

Material testing on this project may consist of the following services:

1. Compaction tests on structural fill and backfill
2. Test concrete materials and make cylinders
3. Appurtenant laboratory tests on soil and concrete
4. Installation of piezometers, settlement gauges, and monitoring wells
5. Engineering consultation and reports

Test procedures, requirements, frequency, and locations will be as set forth in the plans and specifications or as directed by the Engineer or field representative. Testing will be conducted on an "on-call" basis.

**ESTIMATED COST & BILLING**

Material testing services will be billed at the unit rates listed in Exhibit A. Any tests not listed will be billed at our normal fee schedule rates in effect at the time of the test. Based on the number of tests in Exhibit A, the total cost for testing services is estimated at \$67,290.

**EXHIBITS**

Exhibit A - Unit Rate Schedule

**THIELE GEOTECH, INC.**

By: 

Robert E. Matlock

13478 Chandler Road

Omaha, Nebraska 68138-3716

402/556-2171 Fax 402/556-7831

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**MODIFIED VERSION of**

**May 2024**

Attachment 1 to Exhibit A-1 – Proposed Scope of Services for Amendment No. 1

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**2024 REVISED COST ESTIMATE**  
**Papio Missouri River NRD-Dunker Dam**

Description	Estimated Quantity	Unit Rate	Estimated Cost	
<b>Earthwork</b>				
Standard Proctor (ea.)	8.0	225.00	1,800.00	
Atterberg Limits (/set)	8.0	112.00	896.00	
Hydrometer Analysis (ea.)	8.0	155.00	1,240.00	
Compaction Test (ea.)	60.0	52.00	3,120.00	
Trip Charge - Zone 3 (/trip)	30.0	144.00	4,320.00	
<b>Drain Fill</b>				
Standard Proctor (ea.)	1.0	225.00	225.00	
Sieve Analysis of Aggregate (ea.)	1.0	106.00	106.00	
<b>Concrete</b>				
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" Cyl)	8.0	116.00	928.00	
Compressive Strength of Cylinder (ea.)	24.0	25.00	600.00	
Hold Cylinder (strip & cure) (ea.)	6.0	17.00	102.00	
Trip Charge - Zone 3 (/trip)	12.0	144.00	1,728.00	
<b>Piezometers</b>				
Mobilization	<i>2-3 Days</i>	3.0	735.00	2,205.00
1" Piezometer Installation (ea)		3.0	1,645.00	4,935.00
Surface Completion (ea)		3.0	800.00	2,400.00
Well Registration Fees (Nebraska) (/well)		3.0	106.00	318.00
<b>Settlement Gauges</b>				
Drill Settlement Gauge (ea)	<i>Installed w/Piezos</i>	3.0	5,230.00	15,690.00
Surface Completion (ea)		3.0	800.00	2,400.00
Surface Movement Monuments (ea)	<i>6" #8 Rebar-Grouted</i>	3.0	570.00	1,710.00
<b>Monitoring Wells</b>				
Mobilization		1.0	735.00	735.00
2" Piezometer Installation (ea)		2.0	1,690.00	3,380.00
Surface Completion (ea)		2.0	800.00	1,600.00
Well Registration Fees (Nebraska) (/well)		2.0	106.00	212.00
Monitoring Extension Supplies		2.0	870.00	1,740.00
Well Decommissioning (/day)		2.0	2,900.00	5,800.00
<b>Project Management</b>				
Senior Engineer (/hr.)	25.0	260.00	6,500.00	
Senior Geologist (/hr.)	10.0	260.00	2,600.00	
		<b>Total</b>	<b>67,290.00</b>	

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**MODIFIED VERSION of**

**May 2024**

Attachment 1 to Exhibit A-1 – Proposed Scope of Services for Amendment No. 1

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**ATTACHMENT 2  
 PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
 PHASE II: CONSTRUCTION CONTRACT ADMINISTRATION OF SECTION 319 WQ PROJECT  
 MAY 2024**

CONSTRUCTION PHASE	2024												2025											
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Construction PM																								
Pre-Con Meeting																								
Substantial Completion Inspection																								
Final Completion Inspection																								
<b>CONSTRUCTION ADMIN SERVICES</b>																								
RPR, Records, Reports																								
As-Built Drawings																								
Contract Support																								
Permit Compliance																								
NDNR Permit to Operate																								
<b>POST CONSTRUCTION</b>																								
Operation and Maintenance Manual																								
EAP Update																								



Owner agrees otherwise in a signed written agreement entered into pursuant to this Agreement.

10. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges.
11. The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges reasonably and actually incurred during the billing period.
12. Direct Labor Costs means salaries and wages paid to Engineer's employees but does not include payroll-related costs or benefits.
13. The parties may, by mutual written agreement, adjust annually the Direct Labor Costs and the factor applied to Direct Labor Costs to reflect equitable changes to the compensation payable to Engineer.

#### **C2.02 Compensation for Reimbursable Expenses**

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C-1 to the extent they are actually and reasonably incurred in furtherance of the Project.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto to the extent necessary for completion of the Project and specifically approved in advance by Owner in writing; providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually and reasonably incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0. For the avoidance of doubt, in no event will the Reimbursable Expenses, in combination with any other reimbursements, compensation and/or any other amounts to be paid by Owner with respect to and/or pursuant to this Agreement exceed the Maximum Amount unless otherwise agreed by Owner in a signed written agreement entered into pursuant to this Agreement.

#### **C2.03 Other Provisions Concerning Payment**

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a

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***MODIFIED VERSION of***

factor of 1.0. For the avoidance of doubt, in no event will such compensation, together with any other compensation, reimbursements and/or any other amounts to be paid by Owner with respect to and/or pursuant to this Agreement exceed the Maximum Amount unless otherwise agreed by Owner in a signed written agreement entered into pursuant to this Agreement.

- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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This is **Appendix 1 to EXHIBIT C-1**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ]

**Reimbursable Expenses Schedule for Amendment No. 1**

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Reimbursable Expenses are subject to review and adjustment to the extent permitted by Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" B/W Copies/Impressions	\$ 0.10/page
8"x11" Color Copies/Impressions	\$ 1.50/page
11"x17" B/W Copies/Impressions	\$ 0.10/page
11"x17" Color Copies/Impressions	\$ 1.50/page
Copies of Drawings	\$ 0.90/sq. ft.
Mileage (auto)	\$ 0.655/mile
Mileage (truck)	\$ 0.75/mile
Air Transportation	at cost
Laboratory Testing	at cost
Nuclear gage	\$ 500/month
GPS Instrument	\$ 85/day
Meals and Lodging	at cost

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**MODIFIED VERSION of**

**Appendix 1 to Exhibit C-1--: Reimbursable Expenses Schedule**



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

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

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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 further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, 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. 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.
  
  - 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 notes 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:*
  - 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 Proposals, 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 Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, 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/or recommend to Engineer Change Proposals, 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:*
- a. Participate in Engineer's visits to the Site 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 to the Site in the company of Owner and Contractor, 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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**Exhibit D - Resident Project Representative.**

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