

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 2

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: August 18, 2023
- b. Owner: City of Albion, Nebraska
- c. Engineer: JEO Consulting Group, Inc.
- d. Project: Water Main and Sanitary Sewer Improvements Albion, Nebraska
JEO project 220726.01

2. Description of Modifications:

- a. Engineer shall perform or furnish the following Additional Services:

Project: JEO to provide additional bidding service to incorporate the 2017 South Park Subdivision water and sanitary sewer improvements into the current project bid set. JEO also to provide construction administration, RPR, and staking services for the Water Main and Sanitary Sewer Improvements project referenced above. Construction administration, RPR, staking services are more generally described as follows:

- I. Construction Administration Phase
 - A. Schedule and conduct one Pre-construction Conference, on site, for all the proposed improvements. (1 meeting)
 - B. Provide interpretation of the plans and specifications, when necessary.
 - C. Review shop drawings and related data supplied by the Contractor.
 - D. Process Contractor's monthly payment estimates and present to Owner and review.
 - E. Consult with and advise Owner during construction.
 - F. Review Geotechnical soil testing results, as needed. Owner to contract with geotechnical company directly for geotechnical testing services.
 - G. Recommend to the Owner the acceptance of the projects, and complete the necessary certificates. These recommendations will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.
 - H. Prepare Record Drawings.
 - I. Send completion notice to NDEE.
- II. Staking and Resident Project Representative (Staking & RPR)
 - A. Provide horizontal and vertical control for the project. Set stakes for line, grade, and location of proposed improvements.

- B. JEO will furnish a Resident Project Representative (RPR) to observe construction progress and quality of the work.
- C. The duties and responsibilities of the RPR are generally described as follows:
 1. Review of contractors work for general compliance with the plans and specifications.
 2. Complete Construction Observation Reports when on site.
 3. Coordinate pay quantities with Contractor and Engineer.
 4. Assist in the review of shop drawings.
 5. Review of materials delivered to the site for specification compliance.
 6. Assist the Engineer in interpretation of the plans and specifications to the contractor.
 7. Review and coordinate materials testing by assigned testing firm.
 8. Attend pre-construction and progress meetings.
 9. Compile records for use in preparing record drawings.

For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

JEO's fees for the additional services outlined above shall be:

Additional Bidding Services	\$ 2,000.00 (Lump Sum)
Construction Administration	\$ 42,900.00 (Lump Sum)
Staking and RPR	\$ 45,000.00 (Hourly*)
<i>Total Additional Amount</i>	<i>\$ 89,900.00</i>

* Engineer's estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement. Owner shall notify Engineer if they wish for the Engineer to reduce or stop providing hourly services. Engineer shall be paid for all services rendered up to being notified.

- b. The schedule for rendering services is modified as follows:

Construction services will be provided concurrent with the contractor's construction schedule.

3. Agreement Summary (Reference only)	
a. Original Agreement amount:	\$ <u>139,000.00</u>
b. Net change for prior amendments:	\$ <u>29,800.00</u>
c. This amendment amount:	\$ <u>89,900.00</u>
d. Adjusted Agreement amount:	\$ <u>258,700.00</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

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. The Effective Date of this Amendment is the date signed by the owner.

OWNER:

ENGINEER:



By: James C. Jarecki

By: Michael E. Schultes, P.E.

Title: Mayor

Title: Project Manager

Date Signed: _____

Date Signed: May 3, 2024