RESOLUTION AUTHORIZING CHANGE ORDER NO. 5 TO CONTRACT FOR GILES ROAD FROM 144TH STREET TO 156TH STREET IMPROVEMENTS, PROJECT C-77(09-4) FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104, the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 the powers of the County as a body are exercised by the County Board; and,

WHEREAS, general supervision and control of the public roads of each county is vested in the County Board by virtue of Neb. Rev. Stat. §39-1402; and,

WHEREAS, a bid was awarded to VRANA AND SONS CONSTRUCTION for Giles Road from 144th St to 156th St Project C-77 (09-4) by Resolution No. 2015- 302.

WHEREAS, additional work has been identified as shown on the attached Change Order No. 5 which increases the contract total by an additional $64,830.00. Change order 1-4 were for small amounts and not required to go before the County Board for approvals; and,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Change Order No. 5 in the amount of an additional $64,830.00 is hereby approved.

FURTHER BE IT RESOLVED that the Chairman of this Board is hereby authorized to sign the attached Change Order No. 5.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 23rd day of February, 2016.

Attest

Sarpy County Board Chairman

County Clerk
MEMORANDUM

To: Sarpy County Board of Commissioners

From: Dennis L. Wilson, P.E., PhD, Sarpy County Engineer

Subject: C-77(09-4) Giles Road Improvement 144th to 156th Change Order #4

Date: February 18, 2016

I recommend approval of the Resolution for the authorizing of Change Order #5 for Giles Road Improvement from 144th St to 156th St in the amount of $64,830.00.

This Change Order #5 is for placing of two dewatering wells, upon excavation of the south end of the existing culvert excessive groundwater was encountered. These wells are placed to provide dewatering during the construction of the extension to the existing Box Culvert in conjunction with the roadway improvements to Giles Road.

Additionally the Public Works Department has approved the following Change Orders:

- Change Order #1: Changeable Message Board $ 3,220.00
- Change Order #2: Temporary Safety Fence $ 4,173.00
- Change Order #3: Remove and Reset Fence per USACE $ 4,616.81
- Change Order #4: Additional Erosion Control $ 1,404.00

Total $ 13,413.81

The total of the previous change orders equals to 0.5 % of the cost of the project.

DLW/bjh
Description: Sewer and roadway reconstruction

Change Order: 5

Status: Pending Approval

Type: Changed Conditions

Summary: Dewatering wells for box culvert

Change Order Description: Upon excavation of the south end of the existing culvert, excessive groundwater flows were encountered, which are beyond the capability of standard dewatering measures by the contractor to handle. In order to continue the work, the local groundwater level will have to be drawn down by the use of deep well dewatering, performed by a subcontractor. The pricing in this change order request accounts for all labor, equipment, materials, and overhead costs required to install, maintain, and operate 2 deep well dewatering wells to manage the large amount of ground water encountered during box culvert excavation and foundation grading.

Item 1230 provides for all associated costs to provide, install, maintain, and remove 2 deep wells for one month. Item 1240 provides for all associated costs on a daily basis to extend the use of the wells beyond the one month time period.

All work on this change order is included in the previously cleared environmental corridor, and has been properly permitted.

Awarded Project Amount: $2,497,144.83

Authorized Project Amount: $2,510,558.64

Change Order Amount: $64,830.00

Revised Project Amount: $2,575,388.64

New Items

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Total: +$64,830.00
Griffin Dewatering, LLC (Griffin) is pleased to submit this Proposal to perform dewatering services for the above referenced project. This proposal is based on the information available to Griffin and addresses the work we intend to perform, the assistance we will need, and our price for the work. Please also find our terms and conditions attached to this proposal.

SCOPe of WORK

As per the information provided to Griffin, the project consists of extending the existing box culvert near 150th and Giles Road in Omaha, NE. Per our site visit on 1/15/16, groundwater began boiling up into the excavation for this extension. The approximate excavation elevation is near 1037 (30ft below ground surface) with the groundwater in the excavation stabilizing around elevation 1044± (23ft bgs).

Based on the subsurface investigation conducted by Thiele Geotech Inc. dated 9/6/13, the subsurface conditions consist of primarily lean clay to approximately elevation 1030 (37ft bgs) underlain by poorly graded sand to the bottom of boring at elevation 1017 (50ft bgs). Unfortunately, this does not give full information as to the aquifer depth in this area. Griffin is assuming that water bearing sands extend to approximately 75ft below existing grade. Existing ground surface near the boring is approximately 1067.

The groundwater encountered at the time of drilling was observed between elevations 1044 to 1048.

Also, it should be noted that if subgrade is too close or penetrates any impervious soil surface, there will be water on top of such impervious layer that may not be affected by the dewatering system and will need to be sumped by the contractor.

- Given the above information, Griffin will install up to two (2) wells up to 75ft deep (or auger refusal or impermeable surface) complete with commercial wellscreen, riser, and gravel pack. We will set up to 2 pumps (up to 15HP, 480V, 3O) once the wells have been gravel packed. We will provide and install up to
400LF of discharge pipe/hose around the excavation, laid on the surface. Any pipe burials or other crossings will be done by others.

- Upon completion of the dewatering, Griffin will assist the Contractor with pulling and abandoning the wells and removing the system. The Contractor will need to provide operated equipment assistance (ie. Trackhoe/forklift) for the removal process.
- As per Nebraska State law, the contractor will need to apply for a dewatering NPDES permit and abide by the rules and regulations of the permit.
- If the intended use of the wells will be more than 90 days, the wells will need to be permitted BEFORE they are drilled, then registered within 60 days after being drilled.

**PROPOSED SERVICES & PRICING**

Our proposed services and pricing are as follows:

**Deepwell Dewatering:**

Griffin will furnish labor, materials, tools, equipment and supervision, except as specifically excluded below. We will install the deep wells as described above, and upon completion of the installation, Griffin will turn over the daily operation and maintenance to the Contractor and instruct your personnel in the proper care and maintenance for this system. Upon completion of the dewatering, Griffin will remove and return the same for the lump sum price of $24,300.00.

Included in the above price is the installation and one month rental of the system. Any additional rental of the equipment beyond the initial one months will be **$2,850.00 per month.**

The power requirement for this system is not included in this pricing. To operate the deep wells the general contractor should anticipate the need for a 3 phase electrical connection and/or generator. The General Contractor is to furnish Electrician and Electric distribution cable from power source to Griffin pump control panels at each well (the panels will not be installed or connected). Minimum expected electrical demand to operate the dewatering wells is 20-30 hp, 460 volt, 3 phase power.

**Additional Clarifications:**

All work performed by Griffin will be done utilizing our non-union employees. Any other personnel required will be at the expense of the Contractor.

Rental of the dewatering equipment will commence upon delivery to the jobsite and cease when the equipment is received back at the Griffin Yard.

Griffin will perform the agreed upon dewatering services in a timely and workmanlike manner. Griffin intends to perform its installation work in a continual and uninterrupted manner. If the well system cannot be installed in a continuous manner for reasons that are not the fault of Griffin, our standby rate will be $4,200 per day or $525.00 per hour.

Griffin assumes no responsibility to satisfy any specific contract specification, unless so stated in this proposal, and will only assume the obligation to supply the equipment and perform the work stated herein. No liabilities, warranties, or guarantees, beyond those stated herein, are assumed by Griffin. If the services of a Registered Engineer or any other professional service is requested of Griffin and are stated herein, Then Griffin will be released of all professional responsibility/liability once the service is accepted and approved by the Purchaser or any of its affiliates (Engineers, Architects or other professionals). Once Griffin mobilizes to the project it is mutually
understood that the services have been accepted/approved by the Purchaser. If the service is not stated herein then it is excluded from this proposal and shall be the responsibility of others, if required.

**Service Calls:**

Should you be interested in having a Griffin Field Technician come to the site and check on the system periodically, or if you require us to perform any service calls, Griffin will mobilize to the site to perform this service for the hourly rate of $85.00 per hour, including travel time both ways, and a vehicle expense of $2.90 per mile, both ways (or invoice +15% for any airfare required). Overtime at 1 ½ time for over 8 hours per day, all day Saturday, Sunday, and Holidays. Per diem expenses are $175.00 per day.

The Contractor will be required to provide any additional labor that may be required as well as any and/or all equipment that may be required for any service call or repair.

The above pricing is good for 30 days and excludes all applicable taxes.

**CONTRACTOR OBLIGATIONS**

The General Contractor should anticipate and furnish the following items, which will be necessary for the successful production of Griffin’s work:

1. Suitable access and egress for our truck mounted equipment.
2. Front end loader and/or crane manned and maintained, as required.
3. Any site preparation needed to install wells/wellpoints including drilling pads, berms, dikes, ditches, excavations, backfill, all excavation shoring, ramps, sumps, trenches, well sites, and all other reasonable and necessary site preparation and protection of work site from caving or collapsing.
4. Suitable equipment manned and maintained to modify the system and/or replace pumps.
5. All operation and maintenance cost of equipment, including labor, materials, fuel, energy, etc. (To include fuel tanks if necessary).
6. Removal of concrete, unusual or unnatural underground and/or surface obstructions.
7. Marking and any necessary relocation or protection of all onsite and surrounding utilities and service lines, above and beneath the ground. Griffin will obtain all governmental required utility notification/identification reports from the local “utility locating service”. However, purchaser shall provide final verification that all potential underground facilities, of any kind, have been identified and that the location provided by the purchaser for Griffin’s work will not conflict with any such facilities. Purchaser shall do so by having an authorized individual sign Griffin’s “Underground Locator Authorization form” immediately prior to the start of Griffin’s underground work.
8. Provide for any surveying, staking or locating that may be required for the installation of the dewatering system.
9. Control all water resulting from or accumulating as perched or trapped water, overtopping water, runoff, seepage, surface water, interface water, and water in any other form not contemplated by Griffin’s dewatering plan as set forth in its proposal.
10. Adequate supply of water for jetting and drilling, including water meter, with easy access to the work area, to include water truck if necessary. (Within 100 LF of the work locations.)
11. Provide all required: permitting (including NPDES permits), monitoring, sampling, testing, containment, treatment, and disposal of discharge water, including when necessary, cleanup (settling and/or turbidity curtains, etc.) and set the discharge so as to not recharge the dewatered areas.
12. Provide containment, treatment, and disposal of all drill cuttings, excavation spoil, and spent drilling and jetting fluids and all other fluids which are the byproduct of the work.
13. Provide for any excavation, trenching, sumps, pumps, and/or gravel that may be required to remove any perched or surface water that may be encountered.
14. Provide a level surface for any drilling/jetting operations.

Page 3 of 7  
Initials________
15. Upon completion of the dewatering, the Contractor will be required to assist with the removal of the system.

16. Provide suitable equipment to help unload our trucks and place our pumps at the selected locations.

TERMS & CONDITIONS

This proposal is subject to the inclusion of Griffin’s standard terms & conditions as provided on the attached sheets. Such terms & conditions will control where there is any inconsistency between the terms of this proposal and any subsequent agreement. The above-proposed services and pricing may be affected accordingly by the construction practices of the General Contractor.

Griffin appreciated this opportunity to present this proposal and looks forward to working with you on this project. Please call us at 1-800-999-3038 if you have any questions. Should you find this proposal and the attachment(s) acceptable, you may authorize the work by completing and signing this proposal on the authorizations below and returning to us.

Sincerely,

Dave Gameel  Bronson Gerken
Team Coordinator  Project Engineer

This proposal for stated services above, along with the attached terms & conditions and any exclusions or exceptions indicated is acceptable. Griffin Dewatering Corporation is hereby authorized to perform the stated scope of work as priced.

The signed acceptance of this proposal, including its attached terms and conditions, acknowledges that this will be the sole and complete agreement between the parties for this project. No other subcontract, purchase order, or other document will be required to be signed or accepted by Griffin.

Accepted this ___ day of _______ , 20__ by: ________________________ .

Title: ______________________ , Company: __________________________________ 

Rev. 2.21.12 Dewatering

GRiffin DEWATERING CORPORATION and AFFILIATED COMPANIES
STANDARD DEWATERING TERMS AND CONDITIONS

This agreement, and any offer by any Griffin Company (Griffin) are subject to the following terms and conditions. The parties to this agreement intend for and agree that the terms and conditions herein stated shall govern the agreement between the parties, unless expressly waived, or otherwise amended or modified by Griffin in writing. No changes, modifications, or amendments to any of these terms and conditions shall be valid unless expressly agreed to in writing by Griffin. Furthermore, should this agreement include other documents, including but not limited to subcontract agreements, prime contracts, bid documents, specification, drawings, geotechnical reports, general conditions, and/or special conditions ("other documents"), the parties agree the terms and conditions set forth herein are controlling where discrepancies, ambiguities or competing terms and conditions are found in other documents.

Prior to the commencement of work by Griffin and throughout the performance of Griffin’s work, the Purchaser shall solely be responsible for the following items and their associated costs and they are excluded from any work to be provided by Griffin.

1. Construction and maintenance of berms, dikes, ditches, equipment pads, excavations, backfill, all excavation shoring, ramps, sumps, trenches, well sites, and all other reasonable and necessary site preparation and protection of work site from caving or collapsing. Provide any required mats, plates, cutting, coring, sleeving, and bracing/support of Griffin equipment.

2. Construction and maintenance of access roads capable of accommodating two-wheel drive construction and support vehicles under their own power to all work sites, and providing a clear area, horizontally and vertically, for Griffin’s work.
3. Construction, assembly, and maintenance of all necessary catwalks, ladders, and scaffolding, bracing, cribbing, lighting, and other equipment support necessary for performing the work, including guardrails and all other safety equipment and accessories.

4. Performance of a site survey, which physically indicates by survey stakes the location of all well sites and other equipment and materials to be installed in accordance with this agreement.

5. Removal of unusual or unnatural underground and surface obstructions, including concrete.

6. Marking and any necessary relocation or protection of all on-site and surrounding utilities and service lines, above and beneath the ground. Griffin will obtain all governmental required utility notification/identification reports from the local "utility locating service". However, Purchaser shall provide final verification that all potential underground facilities, of any kind, have been identified and that the location provided by Purchaser for Griffin's work will not conflict with any such facilities. Purchaser shall do so by having an authorized individual sign Griffin's "Underground Locator Authorization" form immediately prior to the start of Griffin's underground work.

7. Preparation of suitable secure areas for equipment and material storage, field buildings, office trailers, and tool sheds, including adequate work and security lighting.

8. Provide and maintain as current all permits, licenses, approvals, fees, and authorizations required for the completion of Griffin's work, including but not limited to discharge, drilling, and abandonment permits.

9. Provide adequate protection of Griffin equipment from freezing and flooding conditions.

10. Provide jobsite security; required pedestrian and traffic control; protection of equipment.

11. Provide adequate control of water resulting from or accumulating as perched or trapped water, overtopping water, runoff, seepage, surface water, interface water, and water in any other form, or from a source, not collected by the equipment, or plan, as stated or shown herein.

12. Provide adequate treatment and control of erosion and sedimentation caused by discharge water or other runoff.

13. Provide adequate treatment and control of erosion and sedimentation caused by discharge water or other runoff.

14. Provide required: monitoring; sampling; testing; containment; treatment; and disposal of discharge water, including containment and cleanup (settling and/or turbidity curtains, etc.). Set the discharge so as to not recharge the dewatered areas.

15. Provide protection of adjacent property from, and containment, treatment, and disposal of: all dewatering, excavation spoil, and spent drilling and jetting fluids and all other fluids which are the byproduct of the work.

16. Provide: access to areas and facilities on-site for the cleaning and decontamination of Griffin equipment or personnel; all street/sidewalk/structural cleaning all clean up and decontamination of Griffin equipment at time of removal.

17. Payment of all expenses resulting from loss or damage to Griffin's equipment not caused by Griffin, including the costs of replacement removal, return, and repair.

18. Provide all necessary: access/egress, level right-of-way and work areas; pads and/or benches to facilitate the installation to the dewatering equipment, including a minimum of 5 feet of reverse head for the drilling of wells; removal of surface water, ice, and snow.

19. Provide adequate and readily accessible water source within 100lf of the work locations, including water meter and/or backflow preventer if required, and/or sufficient water truck support, so as not to impede work progress.

20. Provide suitable electrical power and stand-by power adequate for the equipment described in the proposal.

21. Provide: all operation and maintenance (including start-up and testing) of all installed Griffin supplied dewatering equipment; all manpower, fuel, electricity, lubricants, fuel tanks, secondary containment, standby power, settlement tanks, system monitoring, and system modifications and/or changes.

22. Provide a suitable excavator, front-end loader, and/or crane, if required, which are manned, fueled, and maintained for Griffin's use during all unloading, installations, repairs, modifications, removals, and loading.

23. Provide removal, cleaning, and return of Griffins equipment upon completion of usage, including the removal/treatment/disposal of all solids/liquids from any primary or secondary containment vessels and any tanks. If Griffin has agreed to perform these activities, then Purchaser shall provide on-site all necessary facilities/materials, including any disposal, to accomplish these activities.

24. Provide for restoration of the work site upon project completion, including the abandonment of wells, wellpoints, piezometers, monitoring wells, or other holes, and any remedial or restoration repairs / patching / grouting to concrete, asphalt, or other surfaces.

25. Provide all required sound barriers, walls, or other visual and sound isolation/abatement measures.

26. Provide all "as-built" drawings, surveys, and/or elevations.

27. Provide any required review/signature/stamp of a Professional Engineer or other, unless specifically offered by Griffin herein. If Griffin is to provide such, then it is only as proposed herein; any additional work required by such individuals will be at additional cost to Purchaser.

28. Provide personnel, equipment and materials for any required dust control and access maintenance resulting from any activities of Griffin or its subcontractors/suppliers.

Rev. 2.21.12 Dewatering

The following are the General Supplemental Provisions of this contract:

A. The scope of work and/or equipment to be provided by Griffin shall be solely as defined in this agreement or offer. The scope of work shall not include, or be defined by any other documents, clauses or specifications unless specifically set forth in this agreement or offer.
B. Griffin intends to perform its work in a continual and uninterrupted manner, on 40 hours per week/8 hours per day basis. The purchaser shall be responsible for all reasonable costs and additional charges associated with any delays in Griffin's work to the extent Griffin has not caused the delays. The purchaser shall grant reasonable additional time to complete the work delayed by no fault of Griffin. Griffin assumes no responsibility to provide any submittals, plans, schematics or other documents, or for the time of their delivery/re-submittal, unless so stated herein. Any costs associated with any Purchaser requested schedule/work acceleration/deceleration by Griffin will be paid for by Purchaser.

C. All scheduling of work under this contract shall be by mutual agreement prior to the commencement of the work. All work stoppage or interruption, which is not due to action or inaction of Griffin, but occurring during time that Griffin is mobilized for the project shall be charged at the hourly rental rates of the equipment and service rates of the personnel, as stated herein or as mutually agreed to if not stated. Sufficient additional time shall be allowed to complete the work due to such interruptions. Griffin shall only provide a maximum of 2 regular time work hours to train Purchaser personnel in operation/maintenance of Griffin equipment.

D. Griffin shall not accept, or be bound by, any liquidated, indirect, and/or consequential damage provisions of any contract or specification (excepting a mutual waiver of consequential damages). No sums due to Griffin Dewatering Corporation under this agreement, or any subsequent offer or previous agreement, will be subject to setoff or back charge without Griffin's prior approval in writing.

E. Griffin shall provide at its own expense and maintain during the term of the contract its standard liability and workers compensation insurance coverage. A Certificate of Insurance will be furnished upon request. This Certificate of Insurance, even if it lists other parties as named insured, shall not expand Griffin's duty to indemnify or insure beyond those duties specifically stated herein. Griffin shall be reimbursed for the costs of any additional coverage requested in excess of its existing policy. Any other risk of loss or liability is the responsibility of Purchaser including but not limited to loss or damage to any work, unless that loss is a direct result of a Griffin act. Griffin Dewatering Corporation shall not be liable for or required to provide any bond, or costs thereof, unless it specifically agrees in writing to provide a bond, prior to commencement of its work. No residential construction insurance coverage is offered or will be provided by Griffin. Contractor/Owner shall indemnify and hold harmless Griffin from any and all alleged or actual claims and/or damages relating in any way to residential construction and the work or services performed by Griffin.

F. Purchaser [contractor with whom Griffin is contracting] shall indemnify and hold harmless Griffin, its parents, subsidiaries, affiliates, agents, officers, contractors and other persons or organizations from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or in connection with Griffin's work performed and/or contemplated under this agreement, for, but not limited to bodily injury, sickness, disease or death, and damage to property of another, including but not limited to the loss of use resulting there from, and any claims of subsidence and/or settlement, the presence of any contaminated, hazardous, or toxic matter located on or near the project site, or damage to water wells caused or alleged to be caused in whole or in part by any act or omission of Griffin or anyone directly or indirectly employed by Griffin or anyone for whose acts Griffin may be liable regardless of whether such bodily injury, sickness, disease, death or damage to property is caused by a party indemnified hereunder. Purchaser further agrees to assume and all costs associated with the handling and disposal of any contaminated, hazardous, or toxic matter encountered during the course of the project.

G. In addition, Purchaser agrees to indemnify and hold Griffin harmless regardless of any active and/or passive act or omission of Griffin, its parents, subsidiaries, affiliates, agents, officers employees. Purchaser, however, shall not be obligated under this agreement to indemnify Griffin for Claims arising from the sole negligence or willful misconduct of Griffin.

H. Purchaser agrees to defend all Claims that may be brought or instituted by third persons for bodily injury, sickness, death or damage to property of another against Griffin or its parents, subsidiaries, affiliates, agents, officers or employees or any of them at Purchaser's own cost, expense and risk.

I. In the event of litigation between the parties to this agreement to enforce the rights under this section, reasonable attorneys' fees and costs shall be awarded to the prevailing party.

J. This provision controls, and is intended by the parties to this agreement to supersede any other indemnity/hold harmless or additional insured provisions that may be included in any other document, which may be a part of this agreement.

K. All notices to Griffin are not effective until they are received at the Griffin office that originated this contract.

L. For any disputes arising in connection with this subcontract, Purchaser expressly waives all objections to personal jurisdiction and venue and consents to the state of the Griffin office that originated this contract.

M. This contract and the pricing contained herein are based on site conditions and borings provided by the purchaser. Griffin has made no independent verification of those conditions. It is acknowledged by Purchaser that, if conditions are materially different than those presented to Griffin prior to this contract, Griffin shall submit a request for modifications of this contract, and approval by purchaser shall not be unreasonably withheld. All drilled and/or jetted holes or excavations shall be to the depth stated in the Scope of Work or terminated due to refusal, whichever comes first and as determined by Griffin.

N. No warranty is provided either express or implied except as stated in this contract.

O. Terms are net 30 days, unless stated otherwise on invoices. Purchaser agrees to pay interest for past due amounts, which shall be charged at the rates, disclosed in the contract or no more than the maximum rate allowed by law. Purchaser shall reimburse Griffin for all reasonable attorney's fees and witness fees associated with any action necessary to obtain payment of sums due Griffin to the extent such actions are successful in obtaining payment. No retainerage shall be withheld from any payments due Griffin unless authorized by Griffin in writing. Rental payment commences upon shipment of materials and will cease upon the return of all equipment to the designated Griffin yard freight prepaid.
P. Purchaser specifically agrees that if any invoice from Griffin on any project remains unpaid without special arrangements with Griffin agreed to in writing, for 30 days after mailing by Griffin, that Griffin may cease any and all work on this project and remove any and all equipment from this jobsite at the cost of the Purchaser. Purchaser in this event hereby waives any and all claims that it may have against Griffin and agrees to indemnify Griffin and hold it harmless from all claims raised by any party due to Griffin's exercise of its rights under this paragraph.

Q. All Griffin requirements for Purchaser supplied materials, manpower, electric/fuel, equipment, services, etc. are estimates only, and Griffin is not responsible if quantities needed exceed those estimates.

R. All proposed pricing will be honored by Griffin for only 30 days, unless stated otherwise herein, from the date offered, unless an agreement is mutually signed within the 30 days.

S. Unless otherwise stated herein, all work will be performed under maximum PPE Level D; no exposure to, or handling of, any contaminated, toxic, or controlled substances has been included; and any site specific health and safety plans, and their implementation (monitoring, reporting, PPE materials, decontamination/cleanup, disposal, etc), shall be by others. Purchaser shall provide and pay for any special or site specific training (environmental or otherwise) required for work on the project.

T. It is the responsibility of the Purchaser to determine whether federal, state, or local prevailing wage requirements apply and to notify Griffin if prevailing wages apply. If it is later determined that prevailing wages apply, and Griffin was not previously notified by Purchaser, Purchaser agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages.
Change Order Request

Giles Rd., 156th to 144th, Proj. No. C-77(09-4)  
Vrana  Project # 890000

Sarpy County Highway Department  
15100 South 84th Street  
Papillion, NE 68046  
Attention: Bill Herr

Submitted By: Charles Vrana & Son Construction Co.  
4816 F Street  
Omaha, NE 68117  
John Gjersvik

Vrana Const. Request Number: 2904

In Reference to: Deep Well Dewatering for Box Culvert

Description of Change Order Request:
Deep Well Dewatering for Box Culvert

The pricing in this change order request is for labor, equipment, and materials required to install, maintain, and operate 2 deep well dewatering wells to manage the large amount of ground water encountered during box culvert excavation and foundation grading.

Status of Change Order Work:  

Date Sent: 1/21/2016

Additional Working Time Requested:
At present we are unable to determine the impact of this change order on working time. Therefore, we reserve the right to request additional working time at a later date.

With regard to the above referenced project, Vrana Construction offers the following proposal:

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<td>LS</td>
<td>$45,930.00</td>
<td>$45,930.00</td>
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<td>002</td>
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<td>1.00</td>
<td>Day</td>
<td>$630.00</td>
<td>$630.00</td>
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Amount Requested for this Change Order: $46,560.00

Charles Vrana & Son Construction Company
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<th>Quantity</th>
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<td>1.000</td>
<td>LS</td>
<td>45,930.00</td>
<td>45,930.00</td>
</tr>
<tr>
<td>300</td>
<td>Dewatering Operation after first 30 days</td>
<td>30.000</td>
<td>DAY</td>
<td>630.00</td>
<td>18,900.00</td>
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</tbody>
</table>

Bid Total $64,830.00
## Bid Summary Totals Report

### Standard Markup Instructions

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost Basis</th>
<th>Markup %</th>
<th>Markup</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>9,023</td>
<td>20.00</td>
<td>1,805</td>
</tr>
<tr>
<td>Burden</td>
<td>3,290</td>
<td>20.00</td>
<td>658</td>
</tr>
<tr>
<td>Perm Matl.</td>
<td>0</td>
<td>15.00</td>
<td>0</td>
</tr>
<tr>
<td>Const Matl.</td>
<td>8,128</td>
<td>15.00</td>
<td>1,219</td>
</tr>
<tr>
<td>Sub</td>
<td>37,385</td>
<td>5.00</td>
<td>1,869</td>
</tr>
<tr>
<td>Eq. Op. Exp</td>
<td>350</td>
<td>0.00</td>
<td>0</td>
</tr>
<tr>
<td>Co. Equip.</td>
<td>800</td>
<td>0.00</td>
<td>0</td>
</tr>
<tr>
<td>Rented Eq.</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
</tr>
<tr>
<td>Trucking</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
</tr>
<tr>
<td>Indirects</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
</tr>
<tr>
<td>Misc3</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
</tr>
<tr>
<td>Overrides</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>58,976</strong></td>
<td><strong>9.41</strong></td>
<td><strong>5,551</strong></td>
</tr>
</tbody>
</table>

### Previous Run

- **Summary:** 01/21/2016 10:10 AM
- **Spread:** 01/21/2016 10:10 AM

Summary run on Takeoff Quan and Adjusted to Bid Qu.

### Standard Spreads

- **Indirect Spread:** Total
- **Markup Spread:** Markup %
- **Addon/Bond Spread:** Total

### Totals as of Last Spread

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost:</th>
<th>Markup:</th>
<th>Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct</td>
<td>58,976</td>
<td>5,551</td>
<td>64,527</td>
</tr>
<tr>
<td>Indirect</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Addons</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Bond</td>
<td>354</td>
<td>354</td>
<td>708</td>
</tr>
<tr>
<td>SubTotal</td>
<td>59,330</td>
<td>5,551</td>
<td>64,881</td>
</tr>
<tr>
<td>Pass Through</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>59,330</strong></td>
<td><strong>5,551</strong></td>
<td><strong>64,881</strong></td>
</tr>
</tbody>
</table>

Selected Bond Table: MB
## PRICE JUSTIFICATION
C-77(09-4) GILES ROAD 156TH STREET TO 144TH STREET
DEWATERING PROPOSAL

### FIRST MONTH COSTS

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Monthly Costs</th>
<th>Daily Costs</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Griffin Dewatering</td>
<td>$24,300.00</td>
<td>$810.00</td>
<td>Includes installation &amp; removal of 2 dewatering wells plus 1 month of service, power not included</td>
</tr>
<tr>
<td>Prime Markup</td>
<td>$1,215.00</td>
<td>$40.50</td>
<td>5% of subcontractor costs</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$25,515.00</strong></td>
<td><strong>$850.50</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Prime Contractor Costs

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Monthly Costs</th>
<th>Daily Costs</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Setup Labor</td>
<td>$3,200.00</td>
<td>$106.67</td>
<td>4 laborers, for 4-8 hour days with 25% burden</td>
</tr>
<tr>
<td>Takedown Labor</td>
<td>$1,600.00</td>
<td>$53.33</td>
<td>4 laborers, for 2-8 hour days with 25% burden</td>
</tr>
<tr>
<td>Generator Rental, Fuel, &amp; Upkeep</td>
<td>$7,588.80</td>
<td>$252.96</td>
<td>FHWA Blue Book Rate $10.54/hr</td>
</tr>
<tr>
<td>Daily Monitoring Labor</td>
<td>$3,000.00</td>
<td>$100.00</td>
<td>1 laborer, 4 hours per day with 25% burden</td>
</tr>
<tr>
<td>Water Quality Testing</td>
<td>$800.00</td>
<td>$26.67</td>
<td>4 weekly tests as per the NPDES Permit</td>
</tr>
<tr>
<td>Equipment Costs</td>
<td>$1,150.00</td>
<td>$38.33</td>
<td>Miscellaneous grading or crane assistance with mobilization/demobilization</td>
</tr>
<tr>
<td>Prime Markup</td>
<td>$3,237.76</td>
<td>$107.93</td>
<td>20% of Prime Contractor Costs</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$20,576.56</strong></td>
<td><strong>$685.89</strong></td>
<td></td>
</tr>
</tbody>
</table>

**FIRST MONTH TOTAL** | **$46,091.56** | **$1,536.39** |

### SECOND MONTH COSTS

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Monthly Costs</th>
<th>Daily Costs</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Griffin Dewatering</td>
<td>$2,885.00</td>
<td>$96.17</td>
<td>Charge for Second month of service</td>
</tr>
<tr>
<td>Prime Markup on Subcontractor</td>
<td>$144.25</td>
<td>$4.81</td>
<td>5% of subcontractor costs</td>
</tr>
<tr>
<td>Generator Rental, Fuel, &amp; Upkeep</td>
<td>$7,588.80</td>
<td>$252.96</td>
<td>FHWA Blue Book Rate $10.54/hr</td>
</tr>
<tr>
<td>Daily Monitoring Labor</td>
<td>$3,000.00</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td>Water Quality Testing</td>
<td>$800.00</td>
<td>$26.67</td>
<td></td>
</tr>
<tr>
<td>Equipment Costs</td>
<td>$1,150.00</td>
<td>$38.33</td>
<td></td>
</tr>
<tr>
<td>Prime Markup</td>
<td>$2,883.61</td>
<td>$96.12</td>
<td>20% of Prime Contractor Costs</td>
</tr>
<tr>
<td><strong>SECOND MONTH TOTAL</strong></td>
<td><strong>$15,568.05</strong></td>
<td><strong>$518.94</strong></td>
<td></td>
</tr>
</tbody>
</table>

**2 MONTH TOTAL** | **$61,659.61** |