

MEMORANDUM

TO: Finance, Expenditure and Legal Subcommittee

FROM: Ian Ghanavati, Water Resources Engineer

SUBJECT: Demolition Contract with Pruss Excavation for DS-7 over 110%

DATE: December 10, 2024

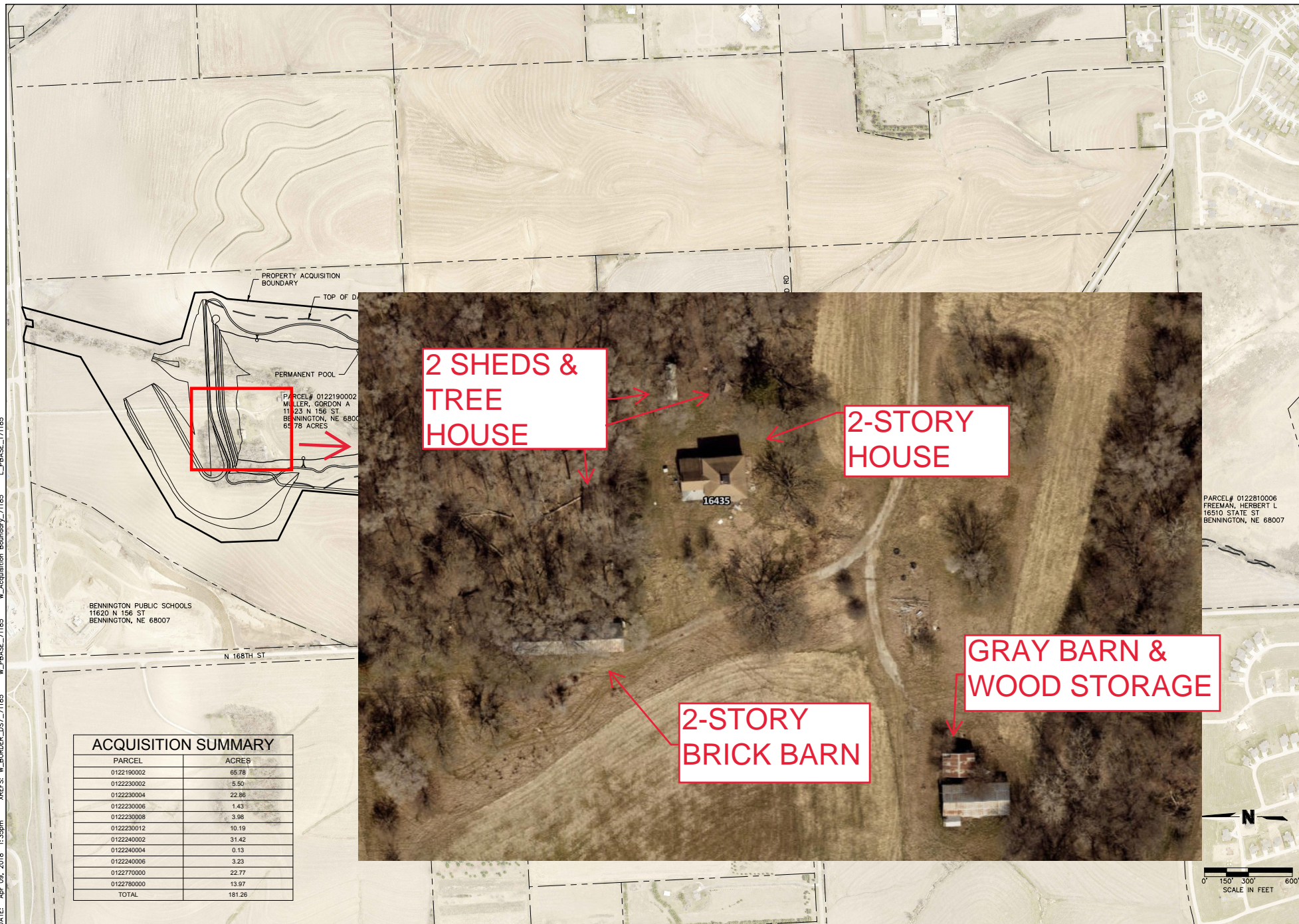
On August 23rd, 2024, District staff contracted with Pruss Excavation for the demolition of a house and various outbuildings remaining on a tract of land purchased for Dam Site 7. An aerial view of the structures as well as the original contract are attached. The contract price to complete the work was \$56,992.00 and was based upon an estimated amount of debris removal. Throughout the demolition, a large quantity of additional debris was found buried below the buildings and increased the tonnage beyond what was estimated. The additional tonnage was verified with scale tickets. The final pay application (attached) reflects this increase and the resulting final price of \$74,031.52. This is an increase from the original contract of \$17,039.52 or ~30%.

Per District Purchasing Policy 15.1, any change order greater than 10% of the original contract amount must be approved by the Board.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to issue a change order in the amount of \$17,039.52 bringing the contract total to a final not-to-exceed amount of \$74,031.52.

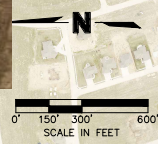
Attachments: Site Aerial, Original Contract, Pruss Final Invoice

DWG: F:\2017\1001-1600\017-1185\40-Proprietary\K&C\CD\Plan_Plots\Shed\A\VPRES\DWG\W_03_ESM_171185.dwg
 DATE: Apr 09, 2018 1:35pm
 USER: dlightback
 XREFS: W_BORDER_DWG_71185 W_PBASE_71185 W_Acquisition Boundary_71185



ACQUISITION SUMMARY	
PARCEL	ACRES
0122190002	65.78
0122230002	5.50
0122230004	22.86
0122230006	1.43
0122230008	3.98
0122230012	10.19
0122240002	31.42
0122240004	0.13
0122240006	3.23
0122270000	22.77
0122780000	13.97
TOTAL	181.26

PARCEL# 0122810006
 FREEMAN, HERBERT L
 16510 STATE ST
 BENNINGTON, NE 68007



OLSSON
 ASSOCIATES
 1011 S. 24th St., Ste. 200
 P.O. Box 84808
 Lincoln, NE 68508
 TEL: 402.474.8311
 FAX: 402.474.8100
 www.olssonassociates.com

PRELIMINARY
 NOT TO BE USED FOR CONSTRUCTION
 April 09, 2018
 DATE PRINTED:
 OLSSON ASSOCIATES

REV. NO.	DATE	REVISIONS DESCRIPTION
	4-9-2018	
	4-9-2018	
	4-9-2018	
	4-9-2018	
	4-9-2018	
	4-9-2018	
	4-9-2018	
	4-9-2018	
	4-9-2018	
	4-9-2018	

PROPERTY BOUNDARIES
 PAPIO-MISSOURI RIVER NRD
 PAPPILION CREEK REGIONAL DETENTION SITE DS-7
 BENNINGTON, NEBRASKA
 2018

drawn by: DBL
 checked by:
 approved by:
 GAC/GC by:
 project no.: 017-1185
 drawing no.:
 date: 4-9-2018

Bennington School - NRD House Demo

Final Pay App

DESCRIPTION	UNIT	ESTIMATED QTY	COMPLETED QTY	UNIT \$	TOTAL \$
MOBILIZATION	LS	1	1	\$ 4,500.00	\$ 4,500.00
BUILDING DEMO	EA	4	4	\$ 4,500.00	\$ 18,000.00
CONCRETE DISPOSAL TRUCKING (28 loads @ 24 TN)	TN	400	672	\$ 15.00	\$ 10,080.00
ESTIMATED TRUCKING TO LANDFILL	TN	350	581.42	\$ 25.00	\$ 14,535.50
ESTIMATED LANDFILL FEES	TN	350	581.42	\$ 31.00	\$ 18,024.02
ASBESTOS REMOVAL	LS	1	1	\$ 8,892.00	\$ 8,892.00
TOTAL					\$ 74,031.52



CONTRACTOR AGREEMENT
(this "Contract")

Papio-Missouri River Natural Resources District ("the District")
8901 S. 154th Street
Omaha, NE 68138
Phone: 402-444-6222
Fax: 402-895-6543

Contractor Information:

Business Name: Pruss Excavation ("Contractor")
Contact Person: Matt Pruss
Address: 648 A Road
City/State/Zip: Dodge/NE/68633
Phone: 402-693-2517 Fax:
E-mail Address: matt@prussexcavation.com

Work to be performed for the District (the "Work"):

- Demolition of the four large buildings and other small accessory structures shown within the general area of the attached map;
- Removal of all debris to an approved landfill;
- Permitted disposal of fuel tanks that support a residential use only, if applicable;
- Removal of all structure foundation walls to at least 1 foot below the finish grade of the site;
- Termination of all abandoned utilities at least 2 feet below the finish grade of the site

Contract Price: \$ 56,992.00

Contractor shall commence the Work on:

8/26/2024

and shall complete the Work by:

10/26/2024

Time is of the essence for the Work. Contractor shall be responsible for obtaining any and all licenses, permits, and authorizations required for the Work. This Contract may only be amended or supplemented by a written change order executed by the District. Contractor shall not be entitled to any additional compensation in excess of the Contract Price, without the District's prior written approval in the form of a written change order.

Contractor agrees to undertake the Work as an independent contractor without creation of an employee-employer relationship between Contractor and the District. To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the District, its directors, officers and employees, from and against all claims and demands of all persons arising out of the performance of the Work including but not limited to claims by Contractor, Contractor's employees, and/or third parties for damages to persons or property, except as may be caused directly by the sole negligence or willful misconduct of the District or of its directors, officers or employees. Contractor shall not subcontract any portion of the Work or assign any portion of this Contract without the prior written consent of the District, which consent may be withheld in the District's sole discretion.

Contractor agrees to and shall maintain the following types and minimum limits of insurance during the term of this contract, and at the commencement of the Work and at other times as reasonably requested by the District, to furnish Certificates of Insurance to the District evidencing the same:

- A. Commercial General Liability – \$1,000,000 – naming the District as an additional insured
- B. Workers Compensation – Statutory limits
- C. Commercial Auto Liability – \$1,000,000

Contractor affirmatively waives any and all claims by Contractor against the District for indirect or consequential damages, including but not limited to, lost or anticipated profits. Contractor further hereby waives any and all lien rights it may have or acquire with respect to the Work and/or any property related to the Work.

Contractor agrees to perform the Work skillfully, carefully, diligently and in a good and workmanlike manner, and guarantees and warrants the Work against all defects in materials or

workmanship for 2 years after completion of the Work. Contractor agrees to comply with all Federal, State and local laws, codes, regulations, and the policies of the District, which can be found at <https://www.papionrd.org/policies-and-manuals/> (collectively, "Laws and Regulations"). Contractor further agrees to pay all taxes imposed by any Federal, State or local law, and any employment insurance, pensions or old-age retirement funds, due as a result or incident of the Work.

The District may terminate this Contract, for its convenience, at any time and for any or no reason upon seven (7) days prior written notice to the Contractor. In the event of Contractor's material breach of the Contract, the District reserves the right to immediately terminate the Contract without prior notice to Contractor. If the Contract is terminated, Contractor shall only be entitled to the portion of the Contract Price for which Contractor has performed the Work. The District reserves any and all rights in the event of termination of the Contract.

Pursuant to Neb. Rev. Stat. § 48-1122, Contractor and his or her subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his or her hire, tenure, terms, conditions, or privilege of employment because of his or her race, color, religion, sex, disability, or national origin.

Pursuant to Neb. Rev. Stat. § 4-114, Contractor shall utilize a federal immigration verification system to determine the work eligibility status of new employees physically performing services related to this contract.

Nothing herein or in any other agreement between Contractor and the District shall be construed as a waiver of all or any part of, or as in any way limiting, the sovereign immunity afforded to the District pursuant to Laws and Regulations.

Signatures on following page

Accepted and agreed to:

Papio-Missouri River Natural Resources District

By:  Date: 8/23/24
Signature

Amanda Grint
Printed Name
Assistant General Manager
Title

.....
Contractor: Pruss Excavation Co.
Business Name

By:  Date: 8-23-2024
Signature

Matt Pruss
Printed Name
Vice President
Title

ATTACHMENT 1

DEMOLITION PROPOSAL



www.prussexcavation.com

648 A Road
Dodge, NE 68633

Phone: (402) 693-2517
Fax: (402) 693-4130
Email: info@prussexcavation.com

August 21, 2024

Bennington House – NRD Demo

Pruss Excavation offers the following proposal.

DESCRIPTION	UNIT	ESTIMATED QTY	UNIT \$	TOTAL \$
MOBILIZATION	LS	1	\$ 4,500.00	\$ 4,500.00
BUILDING DEMO	EA	4	\$ 4,500.00	\$ 18,000.00
CONCRETE DISPOSAL TRUCKING (NO DUMP FEE)	TN	400	\$ 15.00	\$ 6,000.00
ESTIMATED TRUCKING TO LANDFILL	TN	350	\$ 25.00	\$ 8,750.00
ESTIMATED LANDFILL FEES	TN	350	\$ 31.00	\$ 10,850.00
ASBESTOS REMOVAL	LS	1	\$ 8,892.00	\$ 8,892.00
TOTAL				\$ 56,992.00

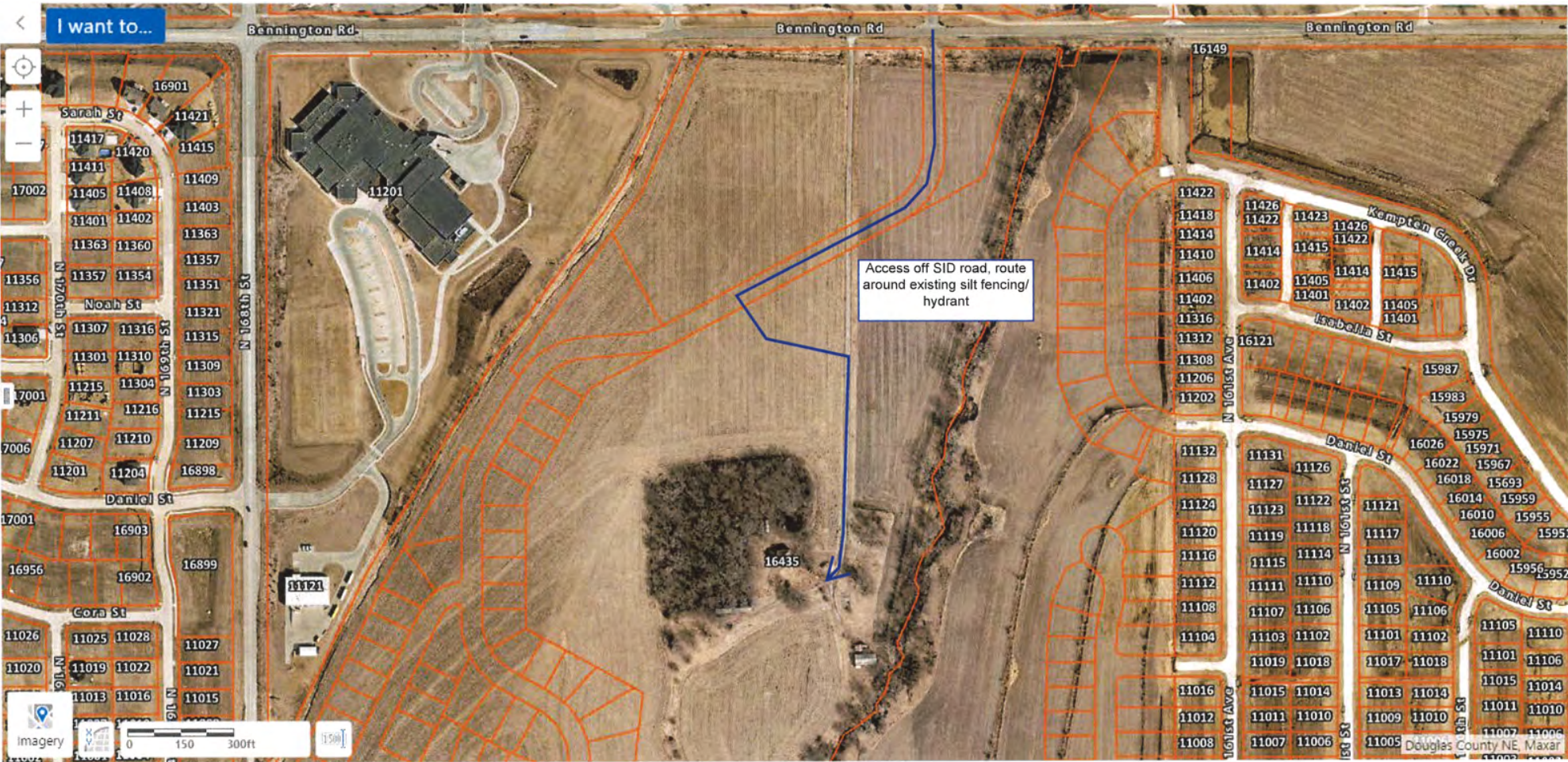
All landfill fees will be paid off landfill scale tickets. Above numbers for landfill fees are estimates. No tree removal unless necessary for building demo.

Sincerely,

Matt Pruss
Vice President

ATTACHMENT 2

GENERAL AREA MAP AND ACCESS



I want to...

Bennington Rd

Bennington Rd

Bennington Rd

16901

11421

11415

11409

11403

11363

11357

11351

11321

11315

11309

11303

11215

11216

11215

11209

16898

16903

16899

11028

11027

11021

11015

11016

11015

11014

11010

11009

11008

11007

11006

11005

11004

11003

11002

11001

11000

11201

16435

16149

11422

11418

11414

11410

11406

11402

11316

11312

11308

11206

11202

11132

11128

11124

11120

11116

11112

11108

11104

11106

11102

11108

11104

11100

11106

11102

11108

11104

11100

11106

11102

11108

11104

11426

11422

11414

11410

11406

11402

11316

11312

11308

11206

11202

11132

11128

11124

11120

11116

11112

11108

11104

11106

11102

11108

11104

11100

11106

11102

11108

11104

11100

11106

11102

11108

11104

Kempton Creek Dr

Isabella St

Daniel St

Daniel St

Daniel St

Daniel St

Daniel St

Daniel St

Daniel St

Daniel St

Daniel St

Daniel St

Daniel St

Daniel St

Daniel St

Daniel St

Access off SID road, route around existing silt fencing/ hydrant



0 150 300ft

1:500

Douglas County NE, Maxar