

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AUTHORIZING CHAIRMAN TO SIGN SARPY COUNTY STADIUM PRIME
CONTRACT CHANGE ORDER #011**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), 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. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, a contract for Construction Manager at Risk for the Sarpy County Stadium Project was awarded to The Weitz Company on October 20, 2009; and,

WHEREAS, various changes have been required during the construction of the Sarpy County Stadium Project which are detailed in the attached Change Order #11; and,

WHEREAS, the costs regarding such changes will not increase the Guaranteed Maximum Price (GMP) of the project, but will be taken out of the project contingency.

NOW, THEREFORE, BE IT RESOLVED By the Sarpy County Board of Commissioners, that the Chairman of such Board is hereby authorized to sign the attached Change Order #11.

DATED this 21st day of June, 2011.

MOVED by Rusty Hike, seconded by Jim Warren,
that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Rusty Hike
Jim Warren
Debra Houghtaling

Tom Richard

Jim Thompson

ABSTAIN:

none

Attest

SEAL



Debra Houghtaling
County Clerk



**BUILD IN
GOOD COMPANY.**

Prime Contract Change Order

Date: 5/31/11
Page 1 of 4
Project # W132900

The Weitz Company
SARPY COUNTY BASEBALL STADIUM
10801 S. 126th Street
Papillion, NE 68046
Tel: Fax:

To:
The Weitz Company
WEITZ PLAZA
10707 PACIFIC STREET, SUITE 201
OMAHA, NE 68114

Architect's Project No:
Contract Date: 10/20/2009
Prime Contract Change Order #: 011

The Contract is changed as follows:
See attached pages for detail.

TWC COPY

*CONFIRMED VALUE TOTAL USED:
\$90,975*

The original Guaranteed Maximum Price was.....	S	24,142,459
Sum of changes by prior Prime Contract Change Orders.....	S	496,335
The Guaranteed Maximum Price prior to this Change Order was.....	S	24,638,794
The Guaranteed Maximum Price will be unchanged.	S	0
The new Guaranteed Maximum Price including this Change Order is.....	\$	24,638,794
The Contract Time as a result of this work will be unchanged.		0 Days
The revised Substantial Completion Date as of this Change Order is.....		3/30/11

NOTE: This summary may not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been previously authorized by Construction Change Directive.

ARCHITECT
DLR Group, Inc.
400 Essex Court
Omaha, NE 68114
By *Stan Meradith*
SIGNATURE
DATE

CONTRACTOR
The Weitz Company
WEITZ PLAZA
10707 PACIFIC STREET, SUITE 201
OMAHA, NE 68114
By *CHARLES PEGG*
SIGNATURE
DATE 5/31/11

OWNER
SARPY COUNTY
1210 GOLDEN GATE DR.
PAPILLION, NE 68046-2893
By *Jim Richard*
SIGNATURE
DATE 5/21/11

The Contract is changed as follows:

Misc Changes to Contingency

CCD	Description		Amount
079	RFI #170 Admin/Ticketing Sidewalk Drainage	\$	0
	<p>Identical to RFI #162, the finished grade elevations between the Administration and Ticketing Buildings does not promote drainage away from the buildings. Additionally two trench drains were added between Commissary/Visitor Clubhouse and between Visitor & Home Clubhouses. The slope was designed from one building to the next as a gradual consistent slope (per engineer, because it was under roof, they didn't feel moisture would be present). Water / snow melt did however flow into the buildings at door thresholds because of this grade flowing into them. Concrete was removed, trench drains installed and concrete re-sloped away from the buildings. The total cost for this work is \$45,994 and funded with contingency.</p> <p>Additionally due to lack of storm drainage and pedestrian flow, Weitz was directed to remove trees, landscape plantings, and rock from 9EA planter cutouts on the pedestrian paving area. Concrete was placed back in these areas, trees relocated, rocks turned over to Storm Chasers, and plantings were disposed of. The concrete cost for this work was included in the change noted above. The landscape work along with six other changes were offset by two credits from the Landscaper's contract. Certain plantings were not installed because building footings limited the soil depth to ~6" and three berms were not installed per the County at the south end of the site to make room for future work planned in this area. The landscaping change work offset to be a no cost change.</p>		
089	Chief Envelope Sealants	\$	0
	<p>There are multiple areas of concern in regards to the 'weathertight' integrity of the Chief Pre-engineered Building Structure(s). At Building 1, 2, 3, 4, 5's the entire pre-engineered structure above should be 'weathertight'. Chief provided closure pieces to install in these areas. They would however not provide labor to perform this work since it was not in their original contract to supply labor. The total cost to perform this work is \$13,800 and funded with contingency.</p>		
113	Starters for Kitchen Hoods/Food Service Design Electrical Discrepancies - TWC/County	\$	0

As decided during the Wednesday, April 13, 2011 Meeting between members of Ovations Food Services, DLR, The Omaha Storm Chasers, Sarpy County, and The Weitz Company; the Total cost for all Food Service Equipment Design/Furnishing/Installation discrepancies will be allocated thusly:

1. The Total Cost for the furnishing of the Kitchen Hood Exhaust Fan Controllers \$7,877, will be paid in full by Ovations Food Services. The Total Cost to install and this and all other ancillary equipment to make these exhaust fans operate per the requirements enforced by the Nebraska State Electrical Inspector, are a (\$0) cost item, and are not included in this Construction Change Directive (CCD). TWC negotiated further change order requests totaling approximately \$10,000 for this additional Scope of Work, to have (\$0) cost impact to Contingency.

2. 1/3 of the total cost of \$22,561 (\$7,520) to furnish and install all equipment as required by the Nebraska State Electrical Inspector for all Ovations Food Service Equipment to operate as a Code Compliant System, will be funded by Contingency. 1/3 (\$7,520) will be funded by Ovations Food Services, and the remaining 1/3 (\$7,520) will be absorbed by the Electrical Subcontractor of The Weitz Company.

3. The Total Cost for Furnishing and Installing the Gas Regulators sized accordingly with the necessary Food Service Equipment (\$1,240) will be funded by Contingency. Of a total possible net change order of \$41,684.00 for the entire Additional Scope of Work, The Weitz Company has allocated and negotiated a cost of \$16,637.00 to be funded by Contingency.

114 Additional Code Required Items for Cert of Occupancy \$ 0

Per the City of Papillion Building Inspectors, the following items needed to be completed for Certificate of Occupancy:

1. Relocate all unit heaters in field level restrooms to as high as possible, so as to maintain the 24" clearance to the door for ADA wheelchair access.

Per the Storm Chasers, the lights in the Maintenance Shop all remained on, even when they were switched off. Agreeably, this was a maintenance and energy consumption issue. Installed per Contract Documents, the lights were to be all on the emergency relay, which makes them incapable of being turned off. This work allowed only 1 fixture to be on permanently, while the remainder were controlled by a light switch.

Also installed per Contract Documents, but deemed unusable; in the Club Bar the TV roughins were installed at 42" AFF. These roughins were raised so that a TV could be installed.

The total cost for this Work is \$2,556.00 and is being funded by Contingency.

115 Snow Guards for Metal Buildings \$ 0

Cost to provide Snow Guards per Contract Documents. The pre-engineered building Manufacturer does not furnish these and they were missed during Contract Buyout. Cost to install is \$0. Total cost of this material is \$3,380.00 and is being funded by Contingency.

116 Comm Rack Covers \$ 0

The Communications racks for the Concessions Buildings were detailed as being installed inside of the Kitchen work areas. The Storm Chasers have expressed their major concern that the equipment that is in them is susceptible to damage by both stored materials and personnel and kitchen equipment. The Weitz Company has had custom metal covers made to shield these racks from damage. Additionally, Weatherproof receptacle covers are being installed at no additional cost. The total cost for this Work is \$830.00 and is being funded by Contingency.

117 Misc Grading Clean-Ups \$ 0

As the Weitz Trailers left to the south of the ballpark site, this area needed cleaned up of rock parking and because of the compacted subgrade, it also needed disced up. Per 360-development, the area was also not suitable to farm in its current condition. Therefore Weitz had McArdle perform this work on a T&M basis. The total cost was reduced by \$2,345 because McArdle damaged asphalt paving during the removal of site excess soils that became the "rock parking lot" to the north of the stadium. The asphalt repair cost was \$1,700 and included in this change. Removing the excess soils performed by McArdle is included here-in and was also reduced by \$2,890 by Weitz. The total cost for this change is \$13,791 and funded by Contingency.

118 Wiffleball Field & Chief Backcharges \$ 0

Two backcharges to subcontractors are included in this CLI below:

1) ValleyCrest was contracted to incorporate sand into the existing soils at the wiffleball field. The subcontractor they selected did not provide a quality install. Weitz rented a tiller to incorporate the sand and tamp the grade. These costs were removed from ValleyCrest's contract.

2) Weitz had a concern regarding the weathertightness of a few details of the pre-engineered metal building construction. Chief reviewed this with Weitz and provided pre-bent metal, however would not provide labor to install. Chief was owed a little on their contract amount, and this amount was reduced to assist in funding the labor to install this metal.

With these two backcharges, \$6,013 was placed back in contingency.

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Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE
593-4155
www.sarpy.com

ADMINISTRATOR Mark Wayne
DEPUTY ADMINISTRATOR Scott Bovick
FISCAL ADMIN./PURCHASING AGT. Brian Hanson



COMMISSIONERS

Rusty Hike District 1
Jim Thompson District 2
Tom Richards District 3
Jim Nekuda District 4
Jim Warren District 5

MEMO

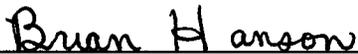
To: Sarpy County Board

From: Brian Hanson

Re: Baseball Stadium Change Order

At the June 21, 2011 Board meeting, the County Board will be asked to approve the attached Resolution approving Prime Contract Change Order #011 for the Baseball Stadium Project. I have attached documentation from Weitz Company that describes in detail the components of the Change Order. Change Order #011 totals \$90,975. This amount will not be added to the Guaranteed Maximum Price, but will be taken out of the project contingency. There will be \$312,613 left in the project contingency after approval of Change Order #011. If you have any questions, please contact Mark Wayne.

June 15, 2011



Brian E. Hanson

BEH/lt

cc: Mark Wayne
Scott Bovick
Deb Houghtaling
Mike Smith

Deb Houghtaling

Fred Uhe
Chief Deputy

Sarpy County Clerk

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

June 28, 2011

DLR Group, Inc.
Stan Meradith
400 Essex Court
Omaha NE 68114

RE: Sarpy County Baseball Stadium Prime Contract Change Order

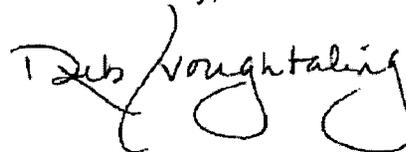
Action by the Sarpy County Board on June 21, 2011 is as follows:

Resolution 2011-184: Authorize Chairman to sign Sarpy County Stadium Prime Contract Change Order #11. Mark Wayne, Co. Administrator

MOTION: Hike resolved, seconded by Warren, to approve the resolution for change order #11 with The Weitz Company in the amount of \$90,975 for additional drainage, chief envelope sealants, starters for kitchen hoods/food service design electrical discrepancies, additional code required items for certificate of occupancy, snow guards for metal buildings, communications racks for the concessions buildings, miscellaneous grading clean-ups and wiffle ball field & chief back charges to be funded with the project contingency and said change order will not increase the Guaranteed Maximum Price GMP of the Werner Park Omaha Storm Chasers Baseball Stadium Project. Ayes: Hike, Nekuda & Warren. Nays: Richards. Absent: Thompson.

Please find enclosed two (2) originals of the change order which have been approved and signed by the Chairman of the Board.

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosures (2)
DH/kk