RESOLUTION APPROVING AGREEMENT WITH KPE – CONSULTING ENGINEERS FOR PROFESSIONAL ENGINEERING SERVICES

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

WHEREAS, the County of Sarpy desires to enter into a contract for professional engineering services with KPE – Consulting Engineers, as outlined in the Proposal for Professional Engineering Services attached generally for an air handling unit replacement project at the Sarpy County Jail; and,

WHEREAS, entering into the contract for services with KPE – Consulting Engineers is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the agreement with KPE – Consulting Engineers, a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk is hereby authorized to sign on behalf of this Board the agreement with KPE – Consulting Engineers, a copy of which is attached, and any other related documents, the same being approved by the Board.

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 6th day of March, 2018.

Sarpy County Board Chairman

Sarpy County Clerk

ATTEST:

[Signature]
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Engineering Services – Air Handling Replacement Project

Facilities Management is requesting approval of an agreement with KPE – Engineering Services for professional engineering services for the replacement of an air handling unit at the Jail. The project includes design work and project management for a total of $12,750.00. This is similar to previous engineering agreements for air handling unit replacement projects.

Please contact me with any questions at bgarber@sarpy.com.

February 26, 2018

Beth Garber

cc: Dan Hoins
    Scott Bovick
    Brian Hanson
    Deb Houghtaling
    Ross Richards
February 12, 2018

Sarpy County Courthouse
Attn: Ross Richards
1210 Golden Gate Drive
Papillion, NE 68046

Subject: KPE Project No. P-18009
Sarpy County Jail
AHU Replacement

On behalf of KPE Consulting Engineers (KPE) we are pleased to submit this letterform agreement for engineering services for the referenced project.

Scope of Services
KPE will provide engineering services for the attached Scope of Services (Exhibit A).

Compensation
KPE will provide Professional Engineering Design Services as identified in the Scope of Services for a Lump Sum of $12,750.
KPE will provide Additional Services as identified in the Scope of Work (Exhibit A) upon your request and receipt of your written authorization. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

Terms and Conditions
This agreement consists of this proposal letter, the attached Scope of Services labeled as Exhibit A, and the attached General Conditions labeled as Exhibit B. This proposal is valid for 30 days from the date indicated.

Please indicate your acceptance of this agreement by signing where indicated below, and returning one original signed copy to this office.

KPE Consulting Engineers, Inc. - CONSULTANT

Chad Liechti
Chad Liechti, Production Manager

Sarpy County Courthouse - CLIENT

Signature

Donald R. Kelly / Chairman

(Please Print Name/Title)

3/6/18
Date of Acceptance

Approved as to Form:

Deputy Sarpy County Attorney
SCOPE OF SERVICES

The contract is for providing professional engineering services for the referenced project. The project is in Papillion, NE and consists of replacing an air handler at the Sarpy County jail.

The detailed design services will be handled by KPE's design team of mechanical, electrical, and structural engineers. Dan Strain, will be project manager for the project, responsible for project quality and scheduled delivery. Professional services will be provided according to the scope of work defined below.

I. Scope of Work – Specific
1. Mechanical
   a. Field verification of existing mechanical conditions and equipment.
   b. Design for replacement of air handler serving gym (ACU-2).
      • Air handler location to be in same as existing
      • Air cooled condensing unit located on the roof
   c. Design of relief air fan.
2. Electrical
   a. Field verification of existing electrical conditions and equipment.
   b. Design for disconnection of existing air handling unit and relief fan.
   c. Design power connections to new air handling unit, condensing unit, and relief fan.
3. Structural
   a. Field verification of existing structural conditions at existing ACCU rooftop steel framing.
   b. Analysis of structural steel framing with loading from existing and new ACCU's.
   c. Design modifications to structural steel framing for support of existing and new ACCU's.
      Modifications assumed to consist of additional structural steel beams and bracing for new unit and possible reinforcement and/or bracing of existing steel framing.
   d. Evaluation of existing precast concrete roof structure for new loading. Existing precast concrete roof structure assumed to be acceptable for the additional loading.
   e. Design/detail modifications to existing concrete equipment pad.
4. The mechanical, electrical & structural construction documents shall be stamped by Nebraska Licensed Engineers.
5. Provide Bid Set of Drawings for owner to submit to city.
   a. 24"x36" drawings.
   b. Sheet Specifications
6. Meetings/Site Visits
   a. Field investigation visit to document existing conditions.
   b. One (1) Construction Document Review Meeting
   c. One (1) Pre-Bid Meeting
   d. One (1) Pre-Construction Meeting
   e. One (1) Site Observation Construction Meeting
   f. One (1) Punch List Site Visit

II. Clarifications to Scope of Work
1. Services contingent upon receiving PDF backgrounds of existing building and equipment.
2. Existing precast concrete roof structure is assumed to be acceptable to support the loads from new ACCU. Design of modifications to the roof structure would require additional services, if required.
3. Design of Project alternates are additional services at KPE's standard hourly rates.
4. Additional Specification and Drawing reproduction at time and material costs.
5. All work shall be within 5 feet of the building perimeter.

III. Other Potentially Required Services (Not included in scope of work)
1. Electrical design required to additional circuit breaker panel in the building.
2. Fire Protection Design
3. Modification to roof structure.
4. Fire Alarm Design
5. Contract Administration/Construction Observation (CA/CO) including but not limited to the following tasks:
   a. Clarification and schematic documentation to contractors during construction.
   b. Site visits including subsequent reports for on-site Construction Administration other than listed above.
   c. Change order review and cost checking.
   d. Request for Payment review and certification processing.
6. Additional Site visits.
7. Additional meetings.
9. Permits and special plan review fees from local and state entities to authority having jurisdiction obtained and submitted by others and/or specified in the construction documents. Permit fees are to be paid by contractor.
10. Any potential utility fees associated with the project paid by others.
11. Special inspections required by local and state building codes. These inspections are usually third party inspections which are paid for by the building owner.
12. Other services not identified in Scope of Work above.
This is an exhibit attached to and made part of the letter agreement dated February 12, 2018 between: Sarpy County (CLIENT) and KPE - Consulting Engineers, Inc. (KPE) (CONSULTANT). The General Provisions agreed to by CONSULTANT AND CLIENT are as follows:

Ownership of Instruments of Service: All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT, as instruments of service shall remain property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT's sub consultants.

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination of Agreement: This agreement or any portion thereof, may be terminated by either party upon 7 days written notice to the other party. In event such Notice of Termination shall be given, full payment of General Consulting Engineering for work performed prior to the date of termination shall be made to CONSULTANT within 30 days after the date of termination.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensations for such changes. Fees for these changes will be computed on an hourly basis using the CONSULTANT'S rate schedule.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Professional Liability Insurance: In order to cover the services rendered by Vendor under this Agreement, Vendor shall provide and maintain professional liability insurance coverage with the total limits of $1 million per occurrence and $1 million aggregate coverage per year (Professional Liability Insurance), and Vendor will provide a certificate of such Professional Liability Insurance to Sarpy County.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's opinion of probable construction cost.

Contractor's Work: That the CONSULTANT shall not be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and the CONSULTANT shall not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the client's contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Hazardous Materials: That the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

Payment: CONSULTANT will bill you monthly for services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to CONSULTANT upon receipt of invoice. Invoicing shall occur no more frequently than monthly intervals. A service charge of one and one-half percent per month will be added to amounts outstanding after 30 days. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify CONSULTANT within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

Residency Verification: KPE agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. KPE is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the
electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility
Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States
Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

**Severability:** The Statement of Work shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is
understood and agreed by the County and KPE hereto that if any part, term, condition, or provision of this Statement of Work is held
to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms,
conditions, or provisions shall not be affected, and the rights and obligations of the County and KPE shall be construed and enforced
as if the Statement of Work did not contain the particular part, term, condition, or provision held to be invalid.