RESOLUTION APPROVING AGREEMENT WITH ADVANCED ENGINEERING SYSTEMS, INC. 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 for the 911 Center Fire Sprinkler System Replacement Project with Advanced Engineering Systems, Inc. as outlined in the attached scope of work; and,

WHEREAS, entering into the contract for services with Advanced Engineering Systems, Inc. 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 Advanced Engineering Systems, Inc., 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 Advanced Engineering Systems, Inc., 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 1st day of May, 2018.

ATTEST:

Sarpy County Board Chairman

Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: 911 Center Fire Sprinkler System Replacement Project

On May 1, 2018, the County Board will be asked to approve an agreement with Advanced Engineering Systems for professional engineering services for the 911 Center Fire Sprinkler System Replacement Project. Services include design engineering and construction administration for the new system for a fee of $5,300.00. The agreement has been reviewed by E911, Facilities Management, and Fiscal Administration.

Please feel free to contact me with any questions.

April 27, 2018

Beth Garber

cc: Deb Houghtaling
    Dan Hoins
    Scott Bovick
    Brian Hanson
    Ross Richards
    Bill Muldoon
April 23, 2018

Mr. Ross Richards
Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

RE: Sarpy Courthouse 911 Center FM-200 System

Dear Ross,

In response to your request, Advanced Engineering Systems, Inc. is pleased to provide a proposal for Mechanical engineering services for the above referenced project in Papillion, Nebraska. Our understanding of the project and the scope of our services is based on information available to date as follows:

**PROJECT INFORMATION:**
- Provide Mechanical engineering services for to replace the existing wet-pipe fire sprinkler system at the Sarpy County Courthouse in Papillion, Nebraska.
- Design will include developing performance specification to replace the existing wet fire sprinkler system with a new FM-200 fire suppression system for Sarpy County’s 911 Communications Center, Radio Room, Liebert Room, and Electrical Room located in the basement of the courthouse building.
- Existing conditions will be reviewed based on site investigation of visible conditions to the extent possible.
- Testing of existing systems or investigation of conditions not easily visible in walk throughs (for example, reviewing interior of equipment) is not included in our scope of work.
- Energy studies, cost comparisons of systems and other studies are not included in this proposal.

**SCOPE OF WORK BY AES:**

It is assumed that AES will be provided with all pertinent and relevant information on requirements; other information needed for us to develop and complete our work in timely fashion is the responsibility of others. AES will provide Mechanical engineering services to develop Performance Specifications. Any work not specifically stated in this section is excluded.

- Assist you in soliciting bids from qualified contractors, if required, will be invoiced in addition to our base fee.
- Review submittals provided by contractors for general compliance with contract documents.
- Provide up to two (2) person site visits during design and construction.
- Once the installation is complete, AES may verify work done is in general compliance with contract documents (part of site visits mentioned above).
- Attending a pre-bid meeting, if required, will be invoiced in addition to our base fee.
- Time and expenses related to printing, advertising the project, and distribution of contract documents will be the responsibility of others.
- As-built drawings, if minor changes, will be provided based on the contractor mark-ups.
- If electronic files of plans are requested, a document disclaimer form will need to be received before AES will issue any electronic files. Electronic files to contractors will be provided at a cost to them.
FEES:

Compensation and invoice for basic services outlined above will be based on a lump sum fee of **THREE THOUSAND FIVE DOLLARS ($3,500.00)**. Construction Administration services, if required, will invoiced based on a lump sum fee of **ONE THOUSAND EIGHT HUNDRED DOLLARS ($1,800.00)**.

Additional Services, if any, will be invoiced in accordance with our standard rates current at the time services are performed (current rates are attached to this letter agreement).

Invoices will be sent for all services on a monthly basis. Payments are due in our office no later than thirty (30) days from the date of the invoice. Unpaid accounts will accrue monthly service charges of 1.5% on all unpaid balances. Accounts unpaid allow AES to put liens on the project and/or start legal proceedings; any and all costs for these efforts will be the responsibility of firm this proposal is addressed to. If at any point the project is terminated or put on hold for whatever reason, AES will be paid for all efforts expended to the point of stopping work.

SCHEDULE:

We will start work on the project upon receiving your written authorization. Work will be completed within a mutually agreed to and reasonable time frame. If there are significant delays in the project for no fault of AES; schedule and fees would need to be appropriately adjusted.

HAZARDOUS MATERIALS:

It is acknowledged by both parties that the Design Professional’s scope of services not include any services related to asbestos or hazardous or toxic materials. In the event the Design Professional or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way at any time that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Design Professional’s services or design, the Design Professional may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations. Any redesign work needed for this will be treated and billed as additional services. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Design Professional, his or her officers, partners, employees, agents and consultants from and against any and all persons, firms, and any other legal entity, caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the jobsite, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action.

LIABILITY:

Client and AES recognize the risks, rewards and benefits of the Project as they relate to fees for our services. The risks have been allocated such that, to the fullest extent permitted by law, our total liability for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause(s), shall not exceed the total amount of our fees. Such causes include but are not limited to negligence, errors, omissions, strict liability, breach of contract, or breach of warranty. The client also recognizes that neither AES nor any of our subconsultants owe any fiduciary responsibility to the client.
RESIDENCY VERIFICATION:

The Consultant agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Consultant 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 Scope 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 Consultant hereto that if any part, term, condition, or provision of this Scope 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 Consultant 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.

GENERAL:

Use of any information provided by AES or our staff on this project at any time, written or verbal and/or meeting with us on this project (in person or by telephone/teleconference), constitutes full acceptance of this letter agreement in its entirety.

We appreciate the opportunity to provide you this proposal and look forward to working with you and your office. Feel free to contact our office if you have any questions or need clarifications or further information.

Please sign and date a copy of this letter agreement and return it to our office indicating your acceptance of the proposal.

ADVANCED ENGINEERING SYSTEMS, INC. (AES)

Vishal G. Khanna, M.S., P.E. | LEED® AP
Principal

Attachment

Accepted by:

SARPY COUNTY

I accept this proposal and authorize AES to perform the work described herein:

Signature:  

Name:  Donald R. Kelly

Title:  Chairman

Date:  5/1/18
### STANDARD HOURLY RATES

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Principal</td>
<td>$175.00 per hour</td>
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<tr>
<td>Senior/Professional Engineer</td>
<td>$160.00 per hour</td>
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<tr>
<td>Engineer/Senior Designer/Senior Construction Administration</td>
<td>$145.00 per hour</td>
</tr>
<tr>
<td>Intern Engineer/Designer</td>
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<tr>
<td>Senior Technician</td>
<td>$105.00 per hour</td>
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<tr>
<td>Engineering Technician</td>
<td>$100.00 per hour</td>
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<tr>
<td>Senior Administrative/Senior Support Staff/Accounting</td>
<td>$145.00 per hour</td>
</tr>
<tr>
<td>Administrative/Support Staff</td>
<td>$ 80.00 per hour</td>
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**Projects involving litigation or insurance analysis will have $70.00 added to above hourly rates.**

***Minimum fee for any project will be $1,500.00.***

### REIMBURSABLE EXPENSE CHARGES

<table>
<thead>
<tr>
<th>Expense</th>
<th>Charge</th>
</tr>
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<tbody>
<tr>
<td>Mileage</td>
<td>Federal Mileage Allowance</td>
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<tr>
<td>Car Rental</td>
<td>Actual Cost + 15%</td>
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<tr>
<td>Printing Charges</td>
<td>Actual Cost + 15%</td>
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<tr>
<td>Advertising Charges</td>
<td>Actual Cost + 15%</td>
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<tr>
<td>Phone Charges</td>
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<tr>
<td>Consultants</td>
<td>Actual Cost + 15%</td>
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<tr>
<td>Supplies, Miscellaneous, Etc.</td>
<td>Actual Cost + 15%</td>
</tr>
<tr>
<td>Computer Disks</td>
<td>Labor + Actual Cost + 15%</td>
</tr>
</tbody>
</table>

CAD Drawings for each multiple of 5 sheets or less (after disclaimer form is signed) ........ $250.00/minimum

Xerox Copies .............................................. $0.12/copy

Color Copies .............................................. $0.40/copy

Xerox Mylars (drafting film) ............... $1.27/each

Bond Paper (Plots)/Small - 24" x 36"  ... $3.00/sheet

Bond Paper (Plots)/Large - 30" x 42"  ... $4.50/sheet

Mylars - 24" x 36" ................................... $6.75/each

Mylars - oversized ................................. $13.50/each

Blue/Black lines 24" x 36" ...................... $1.30/each

Blue/Black lines 30" x 42" ...................... $1.60/each

Data Loggers (each) ................................... $10.00/day

Ultrasonic Pipe Flow Measurement .......... $500.00/day

Thermal Imaging Camera ........................... $500/day

Air Flow Test Hood ................................... $250.00/day

Duct Air Flow Measurement Kit .............. $250.00/day

Miscellaneous Temperature/Pressure/Humidity Measuring Devices ....... $10.00/day per equipment

Effective January 1, 2018