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, a professional agreement has been proposed with Morrissey Engineering, Inc. for engineering services for Werner Park Locker Room HVAC Replacement, a copy of which is attached hereto; and,

WHEREAS, the proposed agreement 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 the professional agreement with Morrissey Engineering, Inc., a copy of which is attached hereto, and any other related documents, the same being approved by the Board.

BE IT FURTHER RESOLVED the Chairman of this Board together with the County Clerk are hereby authorized to execute on behalf of this Board, the professional agreement with Morrissey Engineering, Inc., a copy of which is attached hereto, and any other related documents, the same being approved by the Board.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 16th day of October, 2018.
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Engineering Services Agreement with Morrissey Engineering

On October 16, 2018, the County Board will be requested to approve an agreement with Morrissey Engineering for engineering services associated with the Werner Park Locker Room HVAC Replacement. The project generally includes the design and construction administration for the existing locker room HVAC systems. The proposal is a lump sum fee of $32,200 for the design and construction documents and $4,800 for construction administration.

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

October 10, 2018

Beth Garber

cc: Dan Hoins
    Scott Bovick
    Brian Hanson
    Deb Houghtaling
    Ross Richards
Proposal for Professional Engineering Services

Revised October 9, 2018

Client:
Ross Richards
Sarpy County
Facilities Management Director
1210 Golden Gate Drive
Papillion, Ne 68046

Project name:
Werner Park Locker Room HVAC Replacement
Papillion, NE
Project No.: Pending

Project description:
▪ Replace existing locker room HVAC
▪ Existing system design meets code but does not meet Owner’s expectation for cooling
▪ Scope includes review of options, new design and construction administration.

Scope of services:
▪ Review existing design and provide recommendations for modifications
▪ HVAC Design
  ▪ HVAC load calculations
  ▪ New HVAC equipment design
  ▪ Modification of existing duct distribution
  ▪ Gas piping and condensate piping
  ▪ Electrical connections
  ▪ General construction
▪ General Construction Design
  ▪ Structural steel and/or structural pads
  ▪ Building penetrations
▪ Owner meetings/site visits
  ▪ Site Visit to document existing conditions
  ▪ Owner review meetings to review design options
▪ Construction administration
  ▪ Bid assistance including pre-bid meeting. Owner to facilitate bidding
  ▪ Review of shop drawings
  ▪ Responding to requests for information
  ▪ Generating project close-out punch list

Deliverable Content:
Our documents will be prepared using industry standards and MEI standards for drawings and specifications. Current versions of AutoCAD are typical.
**Exclusions:**
- Preparation of architectural background in CAD. This is assumed to be provided by the client. If not available, this service can be offered on an hourly basis.
- Studies for life cycle cost analysis and energy usage
- Site visits beyond those identified in the Scope of service
- Telecommunications Design Services
- Commissioning Services
- Mechanical Design Services
- Multiple drawing packages or construction administration phases
- Punch list verification site visits are not included in basic services unless specifically stated. These will be charged at $500 per visit per person.

**Fee basis:**
- Lump sum fees
  - Design and Construction Documents – $32,200
  - Construction Administration - $4,800

**Reimbursable expenses:**
- Reproduction costs for drawings and specifications
- Delivery costs for bulk items such as plans, specifications, shop drawings in the form of postage, courier charges, etc.
- Minor reimbursable expenses including local travel, minor printing, and correspondence postage, shall be billed at 1.0% of the fee.

Reimbursable expenses are in addition to the fees stated above. All itemized expenses are billed at cost.

**Schedule:**
- Approximately 8 weeks from notice to proceed

**Terms and conditions:**
Morrissey Engineering will perform the services outlined in this agreement for the stated fee basis.

Significant changes to the scope of services initiated by the Client or project Owner will constitute a claim for a reasonable and equitable fee adjustment. Fee adjustments will be billed on a negotiated lump sum or hourly basis per the rate schedule below.

**Hourly rate schedule:**
- Principal $180.00
- Partner $165.00
- Project Manager $150.00
- Senior Lighting Designer $150.00
- Low Voltage Specialist $135.00
- Commissioning Agent $135.00
- Engineer/Designer $125.00
- Technician $95.00
- Technician $75.00

Invoices for Consultant service’s shall be payable within 30 days after the invoice date.
The Client agrees that, to the fullest extent permitted by law, the Consultant’s total aggregate liability to the Client for injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any causes, shall not exceed the amount of the Consultant’s fee.

Under no circumstances will either party be liable to the other for loss of profits, revenue, or for any special, consequential, indirect, punitive, or exemplary damages.

If a required component of the Project is omitted by Consultant from construction documents, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. Client agrees that Consultant will not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

During the term of this Agreement and for one year after termination of this Agreement, both the Client and Morrissey Engineering agree that the parties will not, without prior written consent, either directly or indirectly, solicit or attempt to solicit, divert or hire away any person employed by the other Company.

The Consultant shall not be responsible for damages or costs resulting from hidden conditions in existing facilities.

The Client or Consultant may terminate this agreement upon advanced written notice should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, plus all reimbursable expenses.

The Client may not use documents produced by the Consultant under this agreement for any other endeavor without the expressed written consent of the Consultant.

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 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 Consultant 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 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.
If this proposal is satisfactory, please sign both copies and return one signed copy to our office.

**Acceptance:**

Consultant's signature: 

____________________

Nick Limpach - Principal

Title: ____________________________

Date: 10/19/18

Client's signature: 

____________________

Sarpy County Board Chairman

Title: ____________________________

Date: 10/16/18

Approved as to Form:

____________________

Deputy County Attorney