RESOLUTION AUTHORIZING CHAIR TO SIGN AGREEMENT WITH THOMPSON, DREESSEN & DORNER, INC. FOR CIVIL DESIGN ENGINEERING SERVICES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 2012), 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 services with Thompson, Dreessen & Dorner, Inc. (“TD2”), as outlined in the Proposal for Civil Design Engineering Services attached hereto; and,

WHEREAS, Stormwater Management Program (SWMP) Grant funds from the Nebraska Department of Environmental Quality (NEDQ) will be utilized for the Design Engineering Services; and,

WHEREAS, entering into the contract for services with TD2 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 proposal for services with TD2, 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 accepting the proposal of TD2, a copy of which is attached, and any other related document, 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 24th day of March, 2016.

Sarpy County Board Chairman

Sarpy County Clerk
March 29, 2016

TO: Sarpy County Board of Commissioners

FROM: Scott Bovick, Deputy County Administrator

RE: Agreement with TD2 Consulting for stormwater engineering services

Each year the County receives approximately $108,000 to implement stormwater management best practices, which includes demonstration projects of interest to the public.

In the past the County has used the grant funds to complete the following projects:
- Add pervious asphalt parking at the Juvenile Justice Center
- Install pervious concrete at the Sheriff’s Office
- Install pervious pavers and rain gardens in the Courthouse Admin. Addition parking lot
- Replace failing retaining wall and construct rain gardens adjacent to the West Annex
- Install a cistern on the East Annex to collect rainwater from the roof for irrigation

The County has $78,000 that needs to be spent by November 30, 2016 with another $108,000 available until November 30, 2017. Staff recommends the Board approve the attached agreement with TD2 engineering for the following services to be funded by the grant:

1) Design a rain garden for the grass area immediately north of the Administration Addition entrance for a not-to-exceed cost of $8,100, with $1,500 available for construction management support. This area does not drain well and is difficult for Facilities Management to maintain. The rain garden will be constructed this year.

2) Conduct a feasibility study to identify potential stormwater management improvements for the Werner Park gravel lot for a not-to-exceed amount of $12,000. The lot experiences a significant amount of erosion and eventually ties into the stormwater runoff system that feeds into Prairie Queen Lake. Once potential projects are identified staff will solicit proposals from qualified engineering firms to perform the design.

Please feel free to contact me if you have any questions. Thank you.

Scott Bovick, Deputy County Administrator

Cc: Deb Houghtaling, Mark Wayne, Ross Richards, Beth Garber, Lisa Haire, Annie Gosnald-Parker
Project #1 – Design Rain Garden near Courthouse Entrance

Project #2 – Conduct Werner Park Gravel Lot Feasibility Study
March 24, 2016

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

RE: Rain Garden at Sarpy County Courthouse Administrative Entrance / Werner Park No-Cost Parking Lot  
Proposal for Civil Design Services  
TD2 Proposal No.: M 2016-041.1

Mr. Richards:

Thank you for the opportunity to offer our services on these two projects. Based upon the verbal information provided during our meeting and site visit on March 9, 2016, we have prepared this proposal for civil engineering services for the rain garden at the entrance to the administration area of the Sarpy County Courthouse and for a feasibility study of stormwater improvements for the Werner Park No-Cost parking lot. The courthouse site is currently a grass turf area on the north side of the main entrance to the Sarpy County Courthouse Administrative Wing that does not drain properly. Surface water drainage accumulates and has caused difficulties in maintaining this area. The stated desire during the meeting is to replace this turf area with a rain garden as part of Sarpy County’s emphasis on the use of innovative storm water best management practices. The Werner Park No-Cost parking lot is a 7± acre gravel surfaced parking lot that partially drains to a surface water drainage basin that is in need of repairs.

We propose to provide certain land surveying and engineering services for the sites as described herein for completion by November 30, 2016:

**COURTHOUSE RAIN GARDEN - CIVIL ENGINEERING SERVICES**

1. Prepare draft construction plans and specifications and submit to Sarpy County for review and comments. The design team would include design consultants from Greenlife Gardens so that the landscaping components are compatible with the existing landscape features that are familiar to Sarpy County facilities personnel. These plans would include a demonstration of innovative storm water management practices that provides enhanced storm water management for this area. The specifications will include provisions provided by Sarpy County Purchasing Department along with an engineer’s preliminary opinion of construction costs.

2. Make revisions to construction plans and specifications, if necessary, to resolve review comments. Provide final construction plans and specifications to Sarpy County Purchasing for publication and receipt of bids.

3. Address questions that bidders provide to Sarpy County during the bid process and prepare addendums requested by Sarpy County.

4. Review bids received by Sarpy County and prepare Engineer’s letter of recommendation.
5. Provide limited construction phase services project administrative services that include review of shop drawings and responding to Requests For Information (RFI), review of payment requests and certification of substantial completion.

6. Provide construction staking (one trip) to set limits/grades/elevations for the drainage piping and construction observation / testing services during the construction phase on an hourly basis for the level of construction observation and testing desired by Sarpy County. We anticipate that up to $1,500 of construction staking / observation / testing services would be of great benefit to Sarpy County.

For the innovative storm water best management practices design services / project administration services in Items 1 to 5 we propose to work for a lump sum fee of $8,100. We estimate that all of the design services are for innovative storm water management components of the project.

For the construction staking and periodic construction phase observation / testing services in Item 6 we propose to work on an hourly basis based on the attached Thompson Dreessen & Dorner, Inc. 2016 Rate Schedule with a not-to-exceed of $1,500 without prior written authorization from Sarpy County.

We also agree to the Sarpy County Terms and Conditions attached to this letter as Attachment 1.

WERNER PARK NO-COST PARKING LOT (LOT 3 SCHEWE FARMS)
INNOVATIVE STORM WATER MANAGEMENT FEASIBILITY STUDY SCOPE OF SERVICES

1. Meet with Sarpy County on-site to review current conditions of storm water basin and parking lot surfacing and discuss primary items of concern and possible options to explore in the feasibility study.

2. Obtain design calculations for the existing storm water basin, as-built drawings of the basin and parking lot grading plan. Review design calculations and determine possible change in configurations to a rain garden type or other type basins that are appropriate for existing and foreseeable future conditions for this parking lot.

3. Evaluate possible change in configuration with landscape designers from Greenlife Gardens and develop several options with cost estimates for consideration by Sarpy County.

4. Perform research into different types of permeable parking lot surfaces that will provide innovative storm water best management practices. Evaluate the information received and develop concept sketches with cost estimates for the three most viable options.

5. Prepare design memorandum that summarizes the feasibility study results to-date and submit to Sarpy County for review.

6. Meet with Sarpy County to discuss the information in the design memorandum and obtain direction on where future emphasis should be directed to complete the feasibility study to address comments from Sarpy County.
7. Perform additional work as directed by Sarpy County and prepare draft feasibility study report. This report would include cost estimates, draft drawings and draft technical specifications of the concept plan for the basin and parking lot that could be used by Sarpy County Purchasing in solicitation of engineering services for a construction project.

8. Submit draft feasibility study report to Sarpy County for review and comments.

9. Make revisions as necessary to address comments and/or questions from Sarpy County and prepare 10 copies of the final feasibility study report. A PDF copy would be provided, upon request.

For the Werner Park No-cost Parking Lot Innovative Storm Water Management Feasibility Study Scope of Services listed above, we propose to work on an hourly basis based on the attached Thompson Dreessen & Dorner, Inc. 2016 Rate Schedule with a not-to-exceed of $12,000 without prior written authorization from Sarpy County.

We propose to bill our services on a monthly basis and/or upon submittal of the final design documents, which ever is earlier. All invoices shall be due within 60 days of the date of invoice. If this proposal is acceptable, please indicate the components of this proposal that are included, sign and return a copy to this office. If you have questions or would like to discuss this proposal please feel free to call me at 402-330-8860.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.

Arthur D. Beccard, P.E.

ADB/tip

✓ COURTHOUSE RAIN GARDEN - CIVIL ENGINEERING SERVICES
✓ WERNER PARK NO-COST PARKING LOT INNOVATIVE STORM WATER MANAGEMENT FEASIBILITY STUDY SCOPE OF SERVICES

This proposal is accepted this 29th day of March, 2016 for:

Sarpy County

Billing Address: 1210 Golden Gate Dr.

Company or Individual Papillion, NE 68046

By: Don Kloss

(Signature)

Title: Chairman

(402) 593-4155 (402) 593-4471

Telephone No. Facsimile No.

Approved as to form

thompson, dreessen & dorner, inc.
ATTACHMENT 1

INDEMNIFICATION

TD2 shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of TD2 or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this agreement.

RESIDENCY VERIFICATION

TD2 agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. TD2 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.

If the Consultant is an individual or sole proprietorship, the following applies:
1. The Consultant must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Consultant indicates on such attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect.4-108.

NON-DISCRIMINATION CLAUSE

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), TD2 declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2010), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
CERTIFICATE OF INSURANCE

Contractor must supply a certificate of insurance with the minimum limits, as follows:

Workers Compensation and Employers Liability Insurance

The minimum acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers Compensation and $500,000 each accident for Coverage B, Employers Liability.

Professional Liability Insurance

In order to cover the services rendered by TD2 under this Agreement, TD2 shall provide and maintain professional liability insurance coverage with total limits of $1 million per occurrence and $1 million aggregate coverage per year (Professional Liability Insurance), and TD2 will provide a certificate of such Professional Liability Insurance to Sarpy County.

Commercial General Liability Insurance

Coverage shall include liability coverage addressing premises and operations, contractual, independent contractors, and products/completed operations. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be $1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than $2,000,000. The products/completed operations limit shall not be less than $2,000,000. If written on a claims made form, the products/completed operations coverage is to be maintained for two years after final payment.

The County is to be named as an additional insured on the insurance coverage required under this section.

Automobile Liability Insurance

Coverage shall include liability coverage addressing claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be $1,000,000 Combined Single Limit for each accident.
The County is to be named as an additional insured on the insurance coverage required under this section.

Certificate of Insurance

The Contractor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The Contractor shall require each and every subcontractor performing work under this Contract to maintain the same coverages required of the Contractor in this section, and upon the request by the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractors insurance coverages required in this section.

Severability

The Proposal 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 Proposal 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 Proposal did not contain the particular part, term, condition, or provision held to be invalid.
## THOMPSON, DREESSEN & DORNER, INC. 2016 RATE SCHEDULE

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Last updated 03/16/2016.