RESOLUTION APPROVING AGREEMENT FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES WITH CARLSON WEST POVONDRA ARCHITECTS

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 Carlson West Povondra Architects for architectural and engineering services for the Juvenile Justice Center classroom modifications and finish upgrades, 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 Carlson West Povondra Architects, 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 Carlson West Povondra Architects, 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 27th day of September, 2016.

Chairman, Sarpy County Board

Sarpy County Clerk

ATTEST:
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Agreement with CWPA for JJC Space

During a Board retreat earlier this year several facility needs were identified including the remodeling of the Juvenile Justice Center (JJC). To assist with the modifications of the JJC, full architectural and engineering services are being requested.

Carlson West Povondra Architects (CWPA) is the original designer for the JJC and is familiar with County facility needs as they have participated in several facility planning exercises associated with the juvenile justice system. The proposal provided by CWPA provide bid documents and construction phase services for classroom modifications of combining spaces and replacement of various flooring. Total serve fees will be 10% of the actual construction costs for design, construction documents and construction services. The estimated construction cost is $39,470.00.

Please feel free to contact me with any questions.

September 21, 2016

Beth Garber

cc: Deb Houghtaling
    Mark Wayne
    Scott Bovick
    Brian Hanson
    Tami Steensma
September 15, 2016

Sarpy County
Juvenile Justice Center

PROJECT DESCRIPTION:
Full architectural and engineering services for design and contract (bid) documents for the Sarpy County Juvenile Justice Center Improvement project located at 9701 Portal Rd, Papillion, NE 68046. The scope of services will include the following:

- Design meetings as needed to establish design parameters and direction.
- Design drawings suitable for Owner review and approval.
- Architectural, Mechanical and Electrical Engineering.
- Construction Documents suitable for bidding and State and local review and construction permits.
- Bidding negotiation services including construction document clarification and addenda during bid period and coordination of the construction contract.
- Construction phase services including review of shop drawings, response to RFI, ASI, and Change Order documents, administration of pay applications, and twice monthly on-site meetings and observation during duration of construction.

SCOPE OF WORK:
I. CLASSROOM MODIFICATIONS AND FINISH UPGRADES

1. Create 48”wide wall opening between former Group Hearing/Visitation room and Teacher’s work room to facilitate a dual classroom with singular supervision.

2. Demolish walls, patch ceiling, modify lighting and sprinklers, and provide new floor finish as needed to combine current classroom A, classroom B, and multi-purpose library into a single classroom.

3. Selective floor finish replacements to include the following areas:
   a) Staff entry vestibule – demolish floor mat and install ceramic tile floor (37 sq ft)
   b) Replace staff corridor carpeting with new carpet tile (215 sq ft)
   c) Replace lobby vinyl floor (320 sq ft)
   d) Replace carpeting in three dayrooms and one multi-purpose room with new carpet tile (2,170 sq ft)
**PROJECT BUDGET**

<table>
<thead>
<tr>
<th>Item</th>
<th>Net Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Opening in wall</td>
<td></td>
</tr>
<tr>
<td>1. Demolition haul off, cleanup</td>
<td>$1,120</td>
</tr>
<tr>
<td>2. Patch and paint</td>
<td>$220</td>
</tr>
<tr>
<td>Subtotal:</td>
<td>$1,340</td>
</tr>
<tr>
<td>2. Combine 3 rooms</td>
<td></td>
</tr>
<tr>
<td>1. Demolition, haul off, cleanup</td>
<td>$4,850</td>
</tr>
<tr>
<td>2. Revise lighting and sprinkler layouts</td>
<td>$1,500</td>
</tr>
<tr>
<td>3. Patch ACT ceiling</td>
<td>$1,220</td>
</tr>
<tr>
<td>4. New carpet tile floor</td>
<td>$5,540</td>
</tr>
<tr>
<td>Subtotal:</td>
<td>$13,110</td>
</tr>
<tr>
<td>3. Selective floor finish replacement</td>
<td></td>
</tr>
<tr>
<td>1. Staff entry vestibule</td>
<td>$740</td>
</tr>
<tr>
<td>2. Staff corridor</td>
<td>$1,020</td>
</tr>
<tr>
<td>3. Lobby</td>
<td>$3,840</td>
</tr>
<tr>
<td>4. Dayrooms/multi-purpose</td>
<td>$10,310</td>
</tr>
<tr>
<td>Subtotal:</td>
<td>$15,910</td>
</tr>
</tbody>
</table>

Total net construction: $30,360  
OH, profit, general conditions, bond: $9,110  
Total construction: $39,470  
10% contingency: $3,950  
**TOTAL BUDGET:** $43,420

*Assumes 2016 dollars, project bid in 2016

**FEES**

Proposed design service fees of 10% of actual construction costs for design, construction document and construction phase services.

**REIMBURSABLE EXPENSES**

Reimbursable expenses are billed in addition to fees and include:

- Document and drawing reproduction including printing of contract documents for distribution to potential bidders, web-based project management (Submittal Exchange), in-house incidental printing, long distance telephone communication, web-based conferencing, vehicle mileage, and delivery costs such as postage, each billed at cost plus 10%.

**SCHEDULE**

CWPA is available for immediate commencement of services pursuant to the acceptance of this Agreement. The execution of this Agreement will be construed as the Client’s authorization to proceed.
TERMS & CONDITIONS
CWPA will perform the services outlined in this proposal for the stated fee basis.

CWPA is not responsible in any way for the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on the project site.

CWPA is not responsible in any way for construction means, methods, safety and environmental issue recommendations on the project site.

Fees and reimbursable expenses will be invoiced monthly as they accumulate. Invoices shall be payable within 30 days after invoice date.

The Owner agrees that, to the fullest extent permitted by law, CWPA’s total aggregate liability to the Owner for injuries, claims, losses, damages, fees or expenses arising out of work under this agreement from any cause, shall not exceed the amount of CWPA’s fee.

Carlson West Povondra Architects shall not be responsible for damages or costs resulting from hidden conditions in existing facilities.

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

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 Services 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 Scope of Services did not contain the particular part, term, condition, or provision held to be invalid.
ACCEPTANCE
Thank you for considering CWPA for the Sarpy County Juvenile Justice Center Improvements project. Please contact me if you have any questions or require further clarification with regard to this proposal. If this agreement is acceptable, please sign below, retain a copy for your records and return a copy to our office. We look forward to continuing our working relationship with Sarpy County.

Sincerely,
Carlson West Povondra Architects

[Signature]
Albert Povondra, AIA, LEED AP
Principal
Date: 9/15/2016

Authorized

[Signature]
Sarpy County
Date: 9/27/2016

Approved as to Form:

[Signature]
Deputy County Attorney