

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

10/009565

RESOLUTION APPROVING PROFESSIONAL ENGINEERING SERVICES WITH MORRISSEY ENGINEERING INC. FOR THE DESIGN OF OPTICAL FIBER LINK FOR THE NEW LAW ENFORCEMENT CENTER

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 1997), 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 1997), 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 Professional Engineering Services Agreement with Morrissey Engineering Inc. for the design of the optical fiber link between the Courthouse and new Law Enforcement Center, copies of which are attached hereto; and,

WHEREAS, said attached agreement is for unique, non-competitive and professional services and are 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 Morrissey Engineering Inc. for the design of the optical fiber link for the new Law Enforcement Center, copies of which are 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 contract with Morrissey Engineering Inc., copies of which are attached, and any other related documents, the same being approved by the Board.

DATED this 15th day of June, 2010.

Moved by Rich Jensen, seconded by Rusty Heke, that the above Resolution be adopted. Carried.

YEAS:

[Signature]
[Signature]
[Signature]
Tom Richard

NAYS:

none

ABSENT:

Pat Thomas

ABSTAIN:

none



Debra J. Houghtaling
County Clerk

Approved as to form

[Signature]
Deputy County Attorney

Proposal for Professional Engineering Services

June 11th, 2010

Client:

Sarpy County
1208 Golden Gate Drive
Papillion, NE 68046

Attn: Mike Graham/Beth Cunard

Project name:

Optical Fiber Link from new Law Enforcement Center to Sarpy County Courthouse
Project No.: N/A

Project description:

- Total project area – Approximately 4 miles directly adjacent to 84th street, from highway 370 to Plattview Road
- Scope includes civil engineering services for right-of-way identification by TD2.

Scope of services:

- Design of communication pathway, from existing 4" conduit stubbed out of new LEC to the existing Sarpy County Courthouse.
- Design of communication pathway, from existing 4" conduit stubbed out of new LEC to the existing Highway Department located on adjacent property.
- Design of 96 strand, single-mode optical fiber link from new LEC to the existing Sarpy County Courthouse
- Detail drawings including: Pull box dimensions and details, termination location details and communications rack elevations.
- Equipment schedules
- Specification of pathways and optical fiber systems on the drawings.
- Owner meetings/site visits – 6
- Construction administration including review of shop drawings, responding to requests for information and generating project close-out punch list

Exclusions:

- Studies for life cycle cost analysis and energy usage
- Site visits beyond those identified in the Scope of service
- Bid phase services are limited to attendance at a prebid meeting. All bid solicitation is by the Client.
- Multiple drawing packages or construction administration phases
- Record drawings

Fee basis:

- Lump sum fee MEI – \$9,500.00
- Lump sum fee for services from Schram Road to Highway 370 and one half mile North of the LEC to the LEC from TD2 –
 - Survey Services – by Sarpy County

- Civil Services – \$16,750.00
- Erosion Control – See TD2 Proposal for possible additional fees
- Total lump sum fee - \$26,250.00

Reimbursable expenses:

- Out of town travel
- Reproduction costs for drawings and specifications
- Delivery costs such as postage, courier charges, etc.

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

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	\$160.00
▪ Project Manager	\$115.00
▪ Low Voltage Specialist	\$110.00
▪ Commissioning Agent	\$110.00
▪ Engineer/Designer	\$100.00
▪ Technician	\$80.00
▪ Clerical	\$50.00

Invoices for Consultant service's shall be payable within 30 days after the invoice date. Past due accounts will be subject to a monthly service charge of 1.0% on the then unpaid balance.

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 10 day 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 express written consent of the Consultant.

Non-Discrimination Clause:

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), Consultant 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 2004), 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.

Conflict of Interest Clause:

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

Residency Verification Clause:

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.

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 U.S. 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.

Breach Clause:

Should Consultant breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Consultant in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

Insurance Requirements:

The Consultant shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Consultant shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Consultant allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

Workers' Compensation and Employers Liability Insurance

The minimal 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 Morrissey Engineering under this Agreement, Morrissey 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 Morrissey will provide a certificate of such Professional Liability Insurance to Sarpy County.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. 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.

Automobile Liability Insurance

Coverage shall be against 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.

Certificate of Insurance

The Consultant 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 any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Consultant shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

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

Insurance Company

All insurance coverages herein required of the Consultant shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Consultant shall furnish evidence that the insurance company or companies being used by the Consultant meet the minimum requirements listed in this section.

Upon request by the County, the Consultant shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Consultant's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Consultant is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

Assignment Clause:

The Consultant may not assign this Contract without the prior written consent of the County.

Subcontracting Clause:

Consultant may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Consultant will retain responsibility for all work associated with the Contract. The Consultant must identify any subcontractors it intends to use in the execution of this Contract. The Consultant must identify subcontractors in writing within the proposal.

The Consultant has identified Thompson, Dreesen & Dorner, Inc. for Surveying and Civil Services. The Contract from Consultant to Subcontractor is attached hereto. All terms associated with subcontracts are subject to all terms of the contract between Morrissey and County.

Independent Contractor Clause:

The Consultant shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Consultant, its officers, employees and agents shall at no time represent the Consultant to be other than an independent contractor or represent themselves to be other than employees of the Consultant.

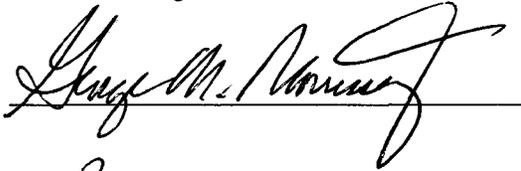
Indemnity Clause:

The Consultant 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 negligent act, error or omission of said Consultant or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

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

Acceptance:

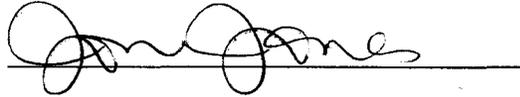
Consultant's signature:



Title: PRINCIPAL

Date: 6.21.10

Client's signature:



Title: Chairman

Date: 6/15/2010

June 5, 2010

Mr. Ryan Hall
Morrissey Engineering
4940 N 118th St.
Omaha, NE 68164

RE: Proposed Sarpy County Fiber Conduit
Proposal for Sitework Design Services
TD² 2010 Proposals

Mr. Hall:

Thank you for the opportunity to be of service on this project. We have prepared this proposal to provide certain civil engineering services based upon our telephone conversation April 9, 2010 and June 3, 2010. We understand that Sarpy County proposes to construct fiber lines from the Sarpy County Law Enforcement Center (LEC) at 84th Street & Platteview Road to the Sarpy County Courthouse at 84th Street & Highway 370. The fiber routes will be contained in the 84th Street (aka Washington Street) right of way until reaching the Sarpy County Facilities at either end of the project. The services we propose to provide are described as follows:

Civil Services:

1. Determine the best route for the fiber in the 84th Street right of way. Design and draft a site layout and horizontal control plan, including technical specifications for materials, construction requirements and related details. Design plan and profile sheets for the conduits. Placement of the fiber shall be in the optimum location relative to known future improvements to 84th Street south of Highway 370 to Schram Road. We will make every effort to minimize conflict with existing buildings, structures, pavement, fences and other utilities. We anticipate most of the fiber will be constructed using a vibrating plow or being bored through the earth. This will keep the disturbed area under one acre in size and eliminate the need for a grading permit.
2. This would include preliminary review meetings with the appropriate government officials and utility providers. It would also include determining and filling out the appropriate permit applications.
3. Prepare "record" drawings based on written records provided by the contractor detailing any modifications made to the original civil plan sheets.

Although we do not anticipate the need for a grading permit we have provided the following items in the event a different construction method is required or used by the contractor:

4. Design and draft an erosion and sediment control plan including technical specifications and related details. We will design and prepare the plan sheets addressing the erosion and sediment control that must be implemented during construction. We will prepare a Storm Water Pollution Prevention Plan (SWPPP) narrative and complete the various forms required by the State of Nebraska and the City for issuing a grading permit. Our fee proposal does not include the necessary application fee associated with the permit application as required by the City. The services include with this item are as follows:
 - a. Design erosion and sediment control features to be used during construction
 - b. Prepare SWPPP Narrative

- c. Complete NPDES, City of Omaha, and Papillion Creek Watershed Partnership grading permit forms for signature by the Owner
 - d. Prepare erosion control plan and all associated notes and detail sheets
 - e. Upload all data to the Papillion Creek Watershed Partnership Website
5. Prepare weekly and storm event (storms yielding an accumulation of ½ inch or more of rain) erosion control monitoring and reporting as part of the NPDES Permit. These reports will be submitted electronically to the City of Omaha website. This service would include notification to your office of any deficiencies if they arise, as well as, ongoing recommendations to maintain compliance and coordination with City of Omaha observers regarding remedy schedules.

For the Civil design services in Items 1 through 3, we propose to work for a fee of **\$16,750.00** plus materials. Formal acceptance shall include the supply of all the necessary information required to complete these services. The topographic survey shall be provided digitally in an AutoCad format compatible with AutoCad Civil 3D software. The survey shall include all points, coordinates, break lines, contours and surfaces necessary to accurately reflect existing conditions along the route. For creation of any of the aforementioned features missing from the survey, TD2 will bill on an hourly basis per the attached rate schedule. For preparation of the grading permit and erosion control reporting in Items 4 and 5, we also propose to work for a fee not to exceed \$4,000.00. This fee would include 10 erosion control reports and project signage as well as coordination with the City in closing out the permit. This would allow 10 weeks for project construction and for vegetation to be re-established in disturbed areas. Additional reports would be \$150.00 per inspection.

Our fee is based upon design of a single site plan after we are instructed to proceed with the design work and formal acceptance of this proposal is acquired. Revisions to that plan shall be considered additional services and shall be billed at the hourly rates as provided in hourly billing schedule attached.

Additional Fees

Any additional fees or hourly billing beyond the \$16,750.00 for Civil Engineering services Items 1 – 3 shall be approved by both Morrissey Engineering and Sarpy County before any charges are incurred.

Limitations

This proposal does not include the negotiation or acquisition of easements, plan and construction documents for more than one phase, neighborhood meetings, multiple plan revisions, construction observation or expediting services associated with site or building construction documents. We also have not included any permit fees, plan review fees, or utility connection fees in the proposal, nor have we included any efforts to obtain bids for the construction. We can provide a proposal for any of these services if desired.

We propose to bill our services on a monthly basis not to exceed the previously outlined schedule. All invoices shall be due within 30 days of the date of invoice. If this proposal is acceptable, please have the extra-enclosed copy signed on behalf of the entity for which we would be working. If you have questions or would like to discuss this proposal please feel free to call me at 402-330-8860.

Sincerely,

THOMPSON, DREESSEN & DORNER, INC.

Douglas S. Dreessen, P.E.

DSD/bam

This proposal is accepted this _____ day of _____, 2010 for:

Company or Individual

Billing Address: _____

By: _____

(Signature)

Title: _____

Telephone No. / Facsimile No.

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
SUITE 1129
PAPILLION, NE 68046-2845
FAX (402) 593-4304



Brian E. Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Assistant Purchasing Agent
(402) 593-4164
Beth Cunard, Purchaser/Contract Specialist
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

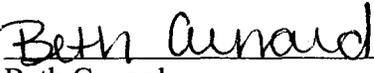
.MEMO

To: Sarpy County Board of Commissioners
From: Beth Cunard
Re: Fiber Engineering Services

On June 15, 2010 the Board will be asked to approve the attached agreement for Professional Engineering Services with Morrissey Engineering for the design and construction administration of the optical fiber link. Fiber connectivity from the courthouse to the new Law Enforcement Center is needed to provide reliable phone and data lines. Morrissey will be responsible for the design and construction administration of the fiber and will contract with TD2 for civil services. The total price for the contract will be \$26,250.00 and will be paid out of the LEC bond issue.

If you have any questions, please feel free to call me at 593-4476.

June 11, 2010


Beth Cunard

cc: Mark Wayne
Deb Houghtaling
Brian Hanson
Scott Bovick
Mark Walters
Mike Graham
Dan Williamson