

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

2010-362

RESOLUTION APPROVING CONTRACT WITH E & A CONSULTING GROUP, INC.
FOR STORM DRAIN DESIGN STANDARDS

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), 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 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to enter into an agreement with E & A Consulting Group, Inc. for the purpose of providing consulting services for a storm drain stencil design standard for Sarpy County, Nebraska as detailed in the E & A Consulting Group, Inc proposal letter with Terms and Conditions, a copy of which is attached; and,

WHEREAS, entering into the E & A Consulting Group, Inc 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 and adopts E & A Consulting Group, Inc agreement.

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 E & A Consulting Group, Inc agreement, a copy of which is attached, and any other related documents, the same being approved by the Board.

DATED this 26th day October, 2010.
Moved by Rich Jansen, seconded by Rusty Hoke, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Rusty Hoke

none

none

Rich Jansen

Tom Houchard

ABSTAIN:

Tom Houchard

none

John Hoke

Debra Moughtaling
County Clerk



Approved as to form

[Signature]
Deputy County Attorney

Sarpy County Board of Commissioners Report
County Board Date: October 26, 2010
Report prepared October 20, 2010

Subject	Type	By
Request Sarpy County Board of Commissioners Chairperson to sign contract with E & A Consulting Group in the amount of \$3,500 for consulting services performed in conjunction with the creation of a storm drain stenciling requirement for new storm sewer systems in Sarpy County.	Resolution	Rebecca Horner, AICP Planning Director

- Stormwater Grant:

Sarpy County is designated as an MS4 and has accepted Nebraska Department of Environmental Quality Stormwater Grant allocations for the past several years. Sarpy County designates project activities in each grant request.

The development of Storm Drain Stenciling minimum specifications is a designated project activity in the 2008 and 2009 Stormwater Grants.

\$3,500 has been allocated in the stormwater grant for the development of specifications for Storm Drain Stenciling and the project will be funded entirely from the stormwater grant.

- Storm Drain Stenciling

Stenciling the storm drain, either by imprinting a standard plate "no-dumping" into the concrete or applying a plate to the outside of the storm drain helps protect the stormwater system by informing residents that dumping into the storm drain system is prohibited. The storm drain stenciling program is a two-phase program in order to address existing storm drain facilities and to address all new construction. Some existing facilities have already been marked with "no-dumping" signage with the plan that all existing facilities will be marked with no-dumping plates. The second phase is to create a standard specification for the subdivision regulations that indicates all new construction of storm sewers will include a stencil or plate to note dumping is prohibited.

E & A Consulting Group will develop draft minimum specification for all new construction of storm drains which will be incorporated into the Subdivision Regulations.

- History

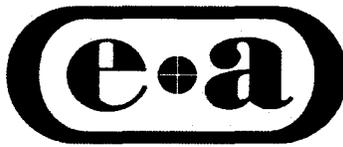
Staff considered several firms and it was determined that E & A Consulting Group could provide the draft specifications in the quickest timeframe for the lowest cost and has experience drafting specifications for zoning and subdivision regulations. The project must be completed by the end of November 2010 in order to report and allocate from the 2008 Stormwater Grant.

The County Attorney and Administration offices have reviewed and approved the contract for consideration by the County Board.

Respectfully submitted by



Rebecca Horner, AICP
Planning Director



E & A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES

330 NORTH 117TH STREET
OMAHA, NE 68154-2509

www.eacg.com

PHONE: 402.895.4700
FAX: 402.895.3599

June 22, 2010

Sarpy County Planning Department
ATTN: Rebecca Horner
1210 Golden Gate Drive
Papillion, NE 68046

JUL - 1 2010

**SARPY COUNTY
PLANNING DEPARTMENT**

RE: Storm Drain Stenciling Program
Amendment of the Sarpy County Code
Add Storm Drain Stencil to Design Standards for Inlets
Project #P2010.263.001

Dear Rebecca,

E & A Consulting Group Inc is pleased to present you with a proposal for the above referenced project. E & A Consulting Group is a believer in environmental stewardship and welcomes any opportunity to help our local jurisdictions identify environmental issues and in the preservation of natural resources.

SCOPE:

1. Amendment of the Sarpy County Subdivision Regulations:
 - a. Research similar programs, prepare text and amend the Sarpy County Regulations to require the subdivider to add a storm drain stencil or storm drain stamp on all new storm water inlets. The message notifies the public that this facility drains to a river, lake, or stream. The stencil or stamp will be similar to the ones below:



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- b. Attend and present the proposed text amendment at one (1) Planning Commission Meeting and one (1) County Board Meeting. Additional public meetings will be billed on an hourly basis over and beyond the fee proposed.
 - c. Exact text amendment wording will be agreed upon by the Sarpy County Planning Director before presented to any public body for approval.
2. Add Storm Drain Stencil to Design Standards:
- a. Prepare standard Storm Drain Stencil Design Standard Plan for inclusion into Sarpy County Design Manual. Instructions will be given describing and depicting the type and look of the stencil. Details will also be given for the location of the stencil, and accepted manufacture.
 - b. Exact wording and standard plate to be agreed upon by the Sarpy County Planning Director before presented to any public body for approval.

ASSUMPTIONS:

- 1. All fees to be paid for by Sarpy County, Nebraska.
- 2. Additional services over and beyond the scope will require an agreed upon amendment to this contract and based on the hourly rates enclosed.

FEE COMPENSATION:

<i>Base Scope of Services - Task Description</i>	Fee
Research, Public Meetings, Amendment to Subdivision Regulations	\$2,500.00
Preparation of Stencil Design Standard	\$1,000.00
Total Fee	\$3,500.00

We anticipate the research and development of the stencil will take forty-five (45) days. The County and Public Approval process to take sixty (60) days. The Implementation of the amended Subdivision Regulation forty-five (45) day after the approval process. The proposed fees are based on a reasonable time frame in which this project should be completed. Due to the nature of a public projects, unexpected difficulties can arise and are difficult to anticipate. In the event that such events transpire and additional time is required for any section within this proposal, E & A Consulting Group will contact Sarpy County to discuss the additional time expected over and beyond the initial scope and an amended scope and contract will be agreed upon before additional time is incurred on the project.

E & A is available to begin work immediately upon authorization to proceed. If this proposal is acceptable, please sign below and return on signed copy. If you have any questions or comments regarding this proposal, please do not hesitate to contact me at 402-895-4700 or at jthiellen@eacg.com. Thank you for considering E & A Consulting Group, Inc.

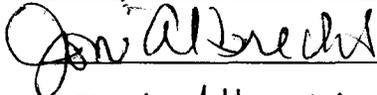
Sincerely,

E & A CONSULTING GROUP, INC.


Jason Thiellen
Planning Department Manager

I have received and read Appendix "A" and agree to all terms and conditions as outlined in Appendix "A" and in this proposal. By signing, this proposal for services becomes the agreement and is executed.

Date: 10/26/2010

Signature: 

Name: Joni Albrecht

Client: Sarpy County

Address: 1210 Golden Gate Dr.

City, State, ZIP: Papillion NE 68046

Approved as to form:


County Attorney

Appendix 'A'
Terms and Conditions

1.01 Basic Agreement

E & A Consulting Group, Inc., hereinafter "Consultant", shall provide, or cause to be provided, the services set forth in this Agreement, and Client shall pay Consultant for such Services as set forth in the proposal for services.

2.01 Invoicing

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practices and submit the invoice to Client. Invoices are due and payable within 30 days of receipt. In addition, Consultant may, without liability, after giving seven days written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

3.01 Additional Services

If authorized by Client, or if required because of changes in the Project, Consultant shall furnish services in addition to those set forth above. Client shall pay Consultant for such additional services as follows: For additional services of Consultant's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Consultant's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause:

(a) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

(b) By Consultant:

(i) Upon seven days written notice if Consultant believes that Consultant is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or

(ii) Upon seven days written notice if the Consultant's services for the Project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.

(iii) Consultant shall have no liability to Client on account of such termination.

2. For convenience by Client effective upon the receipt of notice by Consultant.

B. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. ~~The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Consultant to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.~~

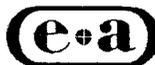
5.01 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Consultant (and to the extent permitted by paragraph 7.01.B the assigns of Client and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.



E & A CONSULTING GROUP, INC.
CONSULTANTING • PLANNING • FIELD SERVICES

7.01 General Considerations

- A. The standard of care for all professional Consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services. Consultant and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. To the fullest extent permitted by law, Client and Consultant:
 - 1. Waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and
 - 2. Agree that Client shall indemnify, defend, and save Consultant harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to:
 - (a) Client's breach of this Agreement;
 - (b) The negligent acts or omissions of Client of its employees, contractors or agents;
 - (c) Any allegation that Consultant is the owner or operator of a site or arranged for the treatment, transportation or disposal of hazardous materials including the adverse health effects thereof, and
 - (d) Site access or damage to any subterranean structures or any damage required for site access.
 - 3. Where the services included the preparation of plans and specifications, agree that Client will have its construction contractors agree in writing to indemnify and save harmless Consultant from and against loss, damage, injury or liability attributable to personal injury or property damage arising out of or resulting from such contractor's performance or non-performance of their work. Contractor shall be required to list the Consultant, and any subconsultants of Consultant, as an additional insured, including completed operations, on a primary and non-contributory basis
 - 4. Agree that Consultant's total liability to Client under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Consultant, whichever is less. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.
- C. The parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client:
 - 1. Retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and
 - 2. Warrants that the Site is in full compliance with applicable Laws and Regulations.
- D. Unless specifically identified otherwise in the scope of services of this agreement, it is the responsibility of the Client to obtain all permits and approvals required by law. The Consultant may assist the Client in applying for those permits and approvals for an additional fee; however such services are not included in the basic services of this Agreement.

8.01 Residency Verification

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.

9.01 Total Agreement

This Agreement constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings.

CLIENT: Sarpy County BY: Joni Albrecht

ADDRESS: 1210 Golden Gate Dr. SIGNATURE: Joni Albrecht

PAPILLION NE 68046 TITLE: Chairman

FEDERAL TAX ID: 47-6006504 DATE: 10/26/2010



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