

BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA

11/000645

RESOLUTION APPROVING AGREEMENT WITH  
ADVANCED ENGINEERING SYSTEMS FOR CONSULTING SERVICES

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 Advanced Engineering Systems, Inc. for consulting services for the boiler replacement project.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the agreement with Advanced Engineering Systems, Inc. for consulting services for the boiler replacement project, 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 contracts with Advanced Engineering Systems, Inc., copies of which are attached, and any other related documents, the same being approved by the Board.

DATED this 15<sup>th</sup> day of March, 2011.

Moved by Rusty Hike, seconded by Jim Thompson, that the above Resolution be adopted. Carried.

YEAS:

[Signature]

NAYS:

none

ABSENT:

Jim Warren

ABSTAIN:

none

[Signature]  
[Signature]  
[Signature]  
[Signature]  
County Clerk



March 4, 2011

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

RE: Sarpy County Courthouse South Area Boiler Replacement  
AES Project No.: 11025-135

Dear Ross,

In response to your request, Advanced Engineering Systems, Inc. is pleased to provide a proposal for Mechanical and Electrical engineering services for the above referenced project in Papillion, Nebraska.

Our understanding of the project and the scope of our services is based on information available to date as follows:

**PROJECT INFORMATION:**

- Provide mechanical engineering and electrical engineering services for the boiler replacement in the South Mechanical Room of the Sarpy County Courthouse in Papillion, Nebraska
- Design will include:
  - Replace two (2) existing 938 MBh (input) boilers with multiple higher efficiency modular boilers (gas-fired only).
  - Interface boiler controls with existing Energy Management System.
  - Review accessories like pot feeder and replace as needed.
- Testing of existing systems is not included in our scope of work.
- Energy studies, cost comparisons of systems and other studies are not included in this proposal.

**SCOPE OF WORK BY AES:**

It is assumed that AES will be provided with all pertinent and relevant information on requirements and information needed for us to develop and complete our work in timely fashion is the responsibility of others. AES will provide Mechanical engineering services to develop Construction Documents and limited administration services during construction as follows. Any work not specifically stated in this section is excluded.

- Develop drawings and specifications describing materials, equipment and workmanship required of the project.
  - Assist you in soliciting bids from qualified contractors.
  - Review submittals provided by contractors for general compliance with contract documents.
  - Provide up to six (6) person site visits during design and construction to review existing systems and/or the installation of new/remodeled systems; additional site visits, if required, will be invoiced on a time and expense basis.
-

- Once the installation is complete, AES may verify work done is in general compliance with contract documents (this site visit is part of the number stated in the item above).
- Attend a mandatory pre-bid meeting (this site visit is part of the number stated in the item above).
- Time and expenses related to printing, advertising the project, and distribution of contract documents will be the *responsibility of others*.
- As-built drawings, if minor changes, will be provided based on the contractor mark-ups.
- If electronic files of plans are requested, a document disclaimer form will need to be received before AES will issue any electronic files.

#### **FEES:**

Compensation and invoice for basic services outlined above will be based on a lump sum fee of **EIGHT THOUSAND SIX HUNDRED FIFTY DOLLARS (\$8,650.00)**. Additional Services, if any, will be invoiced in accordance with our standard rates current at the time services are performed (current rates are attached to this letter agreement).

Invoices will be sent for all services on a monthly basis. Payments are due in our office no later than thirty (30) days from the date of the invoice. Unpaid accounts will accrue monthly service charges of 1.5% on all unpaid balances.

If at any point the project is terminated or put on hold for whatever reason, AES will be paid for all efforts expended to the point of stopping work.

#### **SCHEDULE:**

As directed by you, we have started work on this project. Work will be completed within a mutually agreed to and reasonable time frame. We anticipate for the documents to be available so that construction can be executed during the summer months, when there is no demand for heating.

If there are significant delays in the project for no fault of AES; schedule and fees would need to be appropriately adjusted.

#### **LIABILITY:**

Client and AES recognize the risks, rewards and benefits of the Project as they relate to fees for our services. The risks have been allocated such that, to the fullest extent permitted by law, our total liability for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause(s), shall not exceed the total amount of our fees. Such causes include but are not limited to negligence, errors, omissions, strict liability, breach of contract, or breach of warranty. The client also recognizes that neither AES nor any of our subconsultants owe any fiduciary responsibility to the client.

We appreciate the opportunity to provide you this proposal and look forward to working with you and your office. Feel free to contact our office if you have any questions or need clarifications or further information.



ADVANCED  
ENGINEERING  
SYSTEMS

4630 Antelope Creek Rd Ste 200  
Lincoln, NE 68506  
P: (402) 488-0075  
F: (402) 488-0272  
www.a-e-sys.com

Please sign and date a copy of this letter agreement and return it to our office indicating your acceptance of the proposal.

Sincerely,

**ADVANCED ENGINEERING SYSTEMS, INC. (AES)**

Vishal G. Khanna, M.S., P.E. | LEED® AP  
Principal

Attachment

Accepted by:

**SARPY COUNTY**

I accept this proposal and authorize AES to perform the work described herein:

Signature: Tom Richards

Name: Tom Richards

Title: Chairman

Date: 3/15/11

Approved as to form:

County Attorney

**STANDARD HOURLY RATES**

Principal .....	\$155.00 per hour
Senior Professional Engineer .....	\$140.00 per hour
Professional Engineer/Senior Designer .....	\$125.00 per hour
Intern Engineer/Designer .....	\$100.00 per hour
Senior Technician.....	\$ 90.00 per hour
Engineering Technician .....	\$ 85.00 per hour
Senior Administrative/Senior Support Staff .....	\$ 90.00 per hour
Administrative/Support Staff .....	\$ 65.00 per hour

*\*\*Projects involving litigation or insurance analysis will have \$70.00 added to above hourly rates.\*\**  
*\*\*\*Minimum fee for any project will be \$1,500.00.\*\*\**

**REIMBURSABLE EXPENSE CHARGES**

<b><u>Expense</u></b>	<b><u>Charge</u></b>
Mileage .....	Federal Mileage Allowance
Car Rental .....	Actual Cost + 15%
Printing Charges .....	Actual Cost + 15%
Advertising Charges.....	Actual Cost + 15%
Phone Charges.....	Actual Cost + 15%
Consultants .....	Actual Cost + 15%
Supplies, Miscellaneous, Etc. ....	Actual Cost + 15%
Computer Disks.....	Labor + Actual Cost + 15%
CAD Drawings for each multiple of 5 sheets or less (after disclaimer form is signed) .....	\$250.00/minimum
Xerox Copies .....	\$0.12/copy
Color Copies .....	\$0.40/copy
Xerox Mylars (drafting film).....	\$1.27/each
Bond Paper (Plots)/Small - 24" x 36".....	\$3.00/sheet
Bond Paper (Plots)/Large - 30" x 42" .....	\$4.50/sheet
Mylars - 24" x 36" .....	\$6.75/each
Mylars - oversized .....	\$13.50/each
Blue/Black lines 24" x 36" .....	\$1.30/each
Blue/Black lines 30" x 42" .....	\$1.60/each
Data Loggers (each).....	\$5.00/day
Ultrasonic Pipe Flow Measurement.....	\$500.00/day
Air Flow Test Hood.....	\$250.00/day
Duct Air Flow Measurement Kit.....	\$250.00/day
Miscellaneous Temperature/Pressure/Humidity Measuring Devices .....	\$5.00/day per equipment

*Effective January 1, 2011*

# DOCUMENT DISCLAIMER FORM



Date: March 4, 2011  
Project Name: Sarpy County Courthouse South Area Boiler Replacement  
Project Number: 11025-135

Design, plans and data stored on electronic media including, but not limited to computer discs and e-mail, may be subject to undetectable alteration and/or uncontrollable deterioration. Advanced Engineering Systems, Inc. (AES) shall not be liable for the completeness or accuracy of data and drawings prepared for construction, including, but not limited to, shop drawings prepared by others utilizing electronic media obtained from AES.

These electronic documents are not construction documents. Differences may exist between these electronic files and corresponding hard copy construction documents. AES makes no representation regarding the accuracy of completeness of the electronic files you receive. In the event that a conflict arises between the signed or sealed hard copy construction documents prepared by us and the electronic files, the signed or sealed hard copy construction document shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files you are not relieved of your duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project. These documents shall not be used for any project other than the current specific project for which this is intended for.

A service fee of \$0.00 shall be remitted to AES prior to delivery of the electronic files. Does an invoice need to be sent? \_\_\_\_\_ Yes \_\_\_\_\_ No X N/A

Under no circumstance shall delivery of the electronic files for use by you be deemed a sale by AES, and AES makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall we be liable for any loss of profit or any consequential damages as a result of your use or reuse of these electronic files.

The company stated below agrees to completely indemnify and hold AES harmless from any litigation or judgments with regard to the drawings, modifications thereof and any resulting issues.

Accepted by: \_\_\_\_\_  
Sarpy County  
Company Name  
Tom Richards  
Printed Name  
Thomas J. Richard  
Signature  
(By this signature, I confirm I am entitled to sign for this Company and bind it in all legal respects.)  
3/15/11  
Date

Requested Sheets: \_\_\_\_\_  
Requested Version: \_\_\_\_\_

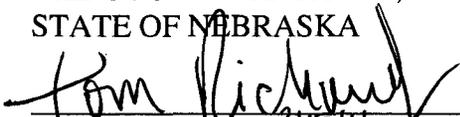
Residency Verification

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

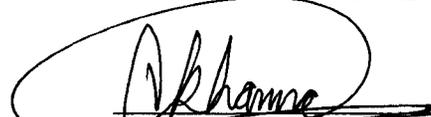
If the Vendor is an individual or sole proprietorship, the following applies:

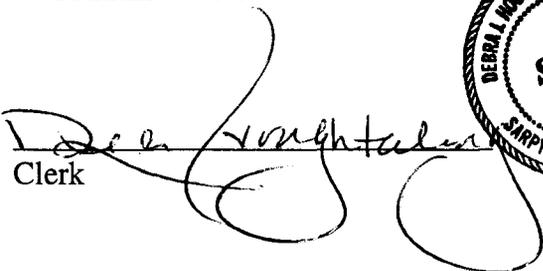
1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to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

THE COUNTY OF SARPY,  
STATE OF NEBRASKA

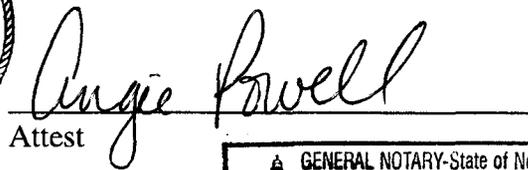
  
Chairman, Sarpy County Board  
of Commissioners

ADVANCED ENGINEERING SYSTEMS

  
Vishal Khanna, Principle

  
Clerk



  
Attest



# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent  
(402) 593-2349  
Debby Peoples, Asst. Purchasing Agent  
(402) 593-4164  
Beth Cunard, Senior Buyer/Contract Administrator  
(402) 593-4476  
Lois Spethman, Supply Clerk/Purchaser  
(402) 593-2102

## MEMO

To: Sarpy County Board of Commissioners  
From: Beth Cunard  
Re: Agreement for Consulting Services for Boiler Replacement

Sarpy County Facilities Management recommends the use of Advanced Engineering Systems to assist in the preparation of the specifications for the Boiler Replacement Project. Advanced Engineering Systems will write the technical specifications, assist the County during the bidding process and ensure compliance of the specifications during installation. The County has used Advanced Engineering for several other mechanical projects without any issues.

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

March 8, 2011

  
Beth Cunard

cc: Deb Houghtaling  
Mark Wayne  
Scott Bovick  
Brian Hanson  
Ross Richards  
Lisa Haire