

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING PROPOSAL FOR PROFESSIONAL SERVICES AGREEMENT WITH
E & A CONSULTING GROUP, INC. FOR SANITARY SEWER STUDY**

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 a professional services agreement with E & A Consulting Group, Inc. for the purpose of providing a sanitary sewer study for 140 acres at Hwy 50 and Schram Road, 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.

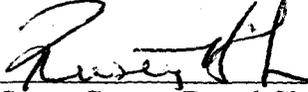
NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts E & A Consulting Group, Inc agreement.

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.

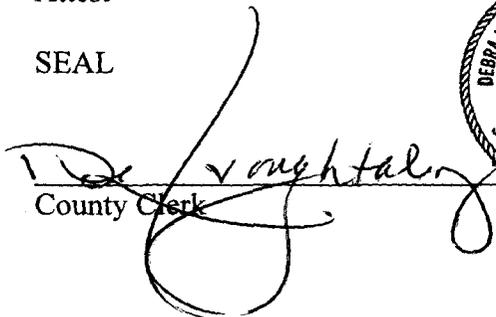
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 11th day of December 2012.

Attest

SEAL



Sarpy County Board Chairman



County Clerk





Engineering Answers

E & A CONSULTING GROUP, INC.

PLANNING • ENGINEERING • ENVIRONMENTAL & FIELD SERVICES

330 NORTH 117TH STREET
OMAHA, NE 68154-2509

www.eacg.com

PHONE: 402.895.4700
FAX: 402.895.3599

December 3, 2012

Mr. Mark Wayne
Sarpy County Administrator
1210 Golden Gate Drive
Papillion, NE 68046

RE: Proposal for Professional Services
Sanitary Sewer Study, 140 Acres at Hwy. 50 & Schram Road
E&A Project Number #P2012..588.001

Dear Mark,

Thank you for providing E & A Consulting Group, Inc. ("E&A") the opportunity to provide you a proposal for the sanitary sewer study for the 140 acre parcel of land located at the southwest corner of 144th and Schram Road. E&A will conduct all of the required work to prepare a sanitary sewer study to determine the feasibility and costs associated with providing sanitary sewer service to the said parcel.

SCOPE OF WORK

Our understanding of the scope of work includes the following work tasks. Items of work may be added or deleted from this agreement by mutual agreement of the parties.

Task 1 – Project Management. This work item includes time for project scheduling, administration, internal meetings, billing, and QC review.

Task 2 – Feasibility Study. This work item includes time to prepare exhibits, prepare preliminary sanitary sewer capacity computations, establish rough sewer horizontal alignment, verify adequacy of a gravity sewer and the ability to satisfactorily connect to an existing sewer outfall.

Task 3 – Write Report. This work item includes time to write and assemble a written letter report with exhibits as necessary that documents the findings determined in Task 2.

ESTIMATED ENGINEERING FEE

After reviewing the scope of work required, our estimated fee to provide the described engineering services based on our standard hourly rates, a copy of which is attached to this letter proposal, is \$4,716.00. The estimated hours and computation of this fee is attached. The fee will be billed and invoiced on a monthly on an hourly basis. The quoted fee will not be exceeded without written approval of Sarpy County.

If this proposal is acceptable, please sign both this proposal and the attached Terms & Conditions (see Appendix "B") as indicated and return one copy to E&A.

Again, thank you for the opportunity to present our proposal for professional services. We look forward to working with you to complete this project. If you have any questions, please feel free to call or email.

Sincerely,

E & A Consulting Group, Inc.



Jeff Elliott, P.E.
Project Principal

Enclosures:

- Appendix "A" – Terms & Conditions
- Appendix "B" – Insurance Requirements

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

Date:

Signature:

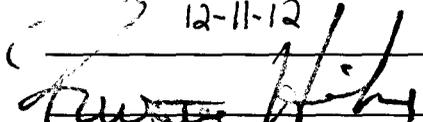
Name:

Client:

Address:

City, State, ZIP:

Phone:

12-11-12

Rusty Hoke, Chairman
Sarpy County
1210 Golden Gate Dr.
Papillion NE 68046
402-593-4155

E & A CONSULTING GROUP, INC.

Planning • Engineering • Environmental & Field Services

Fee Computation
Highway 50 & Schram Road Sewer Study
December 3, 2012

<u>Task</u>	<u>E&A Task Number</u>	<u>Employee</u>			<u>Est. Fee</u>
Project Admin.	891	Principal	2 hrs at	\$160	\$320
Feasibility Study	205	Engineer VI	12 hrs at	\$117	\$1,404
		Sr. Engineer	1 hrs at	\$130	\$130
Cost Estimates	113	Engineer VI	6 hrs at	\$117	\$702
		Sr. Engineer	1 hrs at	\$130	\$130
Report	921	Engineer VI	12 hrs at	\$117	\$1,404
		Sr. Engineer	1 hrs at	\$130	\$130
		Eng. Tech VI	2 hrs at	\$98	\$196
Direct Expenses, Contingency, Miscellaneous Services					\$300
Total					\$4,716

Appendix "A"

Terms and Conditions

1.01 Basic Agreement

E & A Consulting Group, Inc. ("E&A") shall provide, or cause to be provided, the services set forth in the Proposal for Professional Services, and Client shall pay E&A for such Services.

2.01 Invoicing

E&A will prepare a monthly invoice in accordance with E&A's standard invoicing practices and submit the invoice to Client. Invoices are due and payable within thirty (30) days of receipt. ~~If Client fails to make any payment due E&A for services and expenses within thirty (30) days after the date of E&A's invoice, then the amounts due E&A will be increased at the rate of 1.5% per month from said thirtieth (30th) day.~~ E&A may, without liability, after giving seven (7) days written notice to Client, suspend services under this Agreement until E&A has been paid in full all amounts due for services, expenses, and other related charges. Client agrees to pay any and all reasonable charges incurred by E&A for the collection of unpaid invoices. Payments will be credited first to interest and then to principal.

3.01 Additional Services

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

4.01 Design with Construction Phase Services

- A. E&A shall not at any time supervise, direct, or have control over any contractor's work, nor shall E&A have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. E&A neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor.
- C. E&A shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except E&A's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Client without consultation and advice of E&A.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 1. For cause:
 - (a) By either party upon fourteen (14) 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 except as stipulated in Section 2.01.
 - (b) By E&A:
 - (i) Upon seven (7) days written notice if E&A believes that E&A is being requested by Client to furnish or perform services contrary to E&A's responsibilities as a licensed professional; or
 - (ii) Upon seven (7) days written notice if E&A's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond E&A's control.
 - (iii) E&A shall have no liability to Client on account of such termination.
 2. For convenience by Client effective upon the receipt of notice by E&A.
 3. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than fourteen (14) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such fourteen (14) 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, thirty (30) days after the date of receipt of the notice.
 4. The terminating party under paragraphs 5.01.A.1 or 5.01.A.2 may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow E&A 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.

Client's Initials 

6.01 Controlling Law

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

7.01 Successors, Assigns, and Beneficiaries

A. Client and E&A each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and E&A (and to the extent permitted by paragraph 7.01.B the assigns of Client and E&A) 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 E&A 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.

8.01 Defects in Service

The Client shall promptly report to E&A any defects or suspected defects in E&A's services of which the Client becomes aware, so that E&A may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contracts and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Client's contractors or subcontractors to notify E&A shall relieve E&A of any liability for costs of remedying the defects above the sum the remedy would have cost had prompt notification been given when such defects were first discovered.

9.01 Insurance

E&A will carry insurance as detailed in Appendix "B" ("Insurance Requirements"). At the Client's request, E&A will provide an Acond certificate of insurance executed by a licensed representative of the participating insurer(s).

10.01 General Considerations

A. The standard of care for all professional services performed or furnished by E&A 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. E&A makes no warranties, express or implied, under this Agreement or otherwise, in connection with E&A's services. E&A and its subconsultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

~~B. All design documents prepared or furnished by E&A are instruments of service, and E&A retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.~~

C. To the fullest extent permitted by law, Client and E&A:

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 E&A 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 E&A 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 E&A 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 E&A, and any subconsultants of E&A, as an additional insured, including completed operations, on a primary and non-contributory basis
4. Agree that E&A's total liability to Client under this Agreement shall be limited to \$100,000 or the total amount of compensation received by E&A from the Client, whichever is greater. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.
- ~~5. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and E&A agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.~~
- ~~6. The Client and E&A further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.~~

Client's Initials 

D. The parties acknowledge that E&A'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 E&A or any other party encounters a Hazardous Environmental Condition, E&A 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.

E. 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. E&A 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.

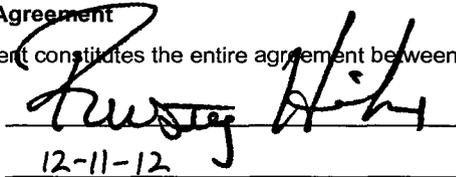
11.01 NEW EMPLOYEE WORK ELIGIBILITY STATUS

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

12.01 Total Agreement

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

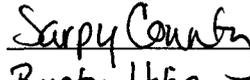
Client:



Date:

12-11-12

By:



Name:

Rusty Hike

Title:

Chairman

Client's Initials



Appendix "B" Insurance Requirements

General Liability

- Limits: \$1,000,000 per Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.

Automobile Liability

- Limits: \$1,000,000 CSL per Accident
- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers Compensation

- Limits: Statutory coverage for the state where the project is located
- Employers Liability limits: \$500,000 each Accident
\$100,000 Disease – Per Person
\$500,000 Disease – Policy Limit

Umbrella / Excess

- Limits: \$1,000,000 per Occurrence
- Policy shall provide liability coverage in excess of the specified Workers Compensation/Employers Liability, Commercial General Liability and Auto Liability.

Professional Liability

- Limits: \$2,000,000 per Occurrence
\$4,000,000 General Aggregate.
- Policy shall provide for a retroactive date prior to the starting date of services for which this agreement applies.

Client's Initials 

SCHEDULE OF HOURLY RATES

Effective July 1, 2011

	<u>RATE</u>
PRINCIPAL	\$160.00
ENGINEER, STRUCTURAL	\$135.00
ENGINEER IX	\$140.00
ENGINEER VIII	\$130.00
ENGINEER VII	\$123.00
ENGINEER VI	\$117.00
ENGINEER V	\$110.00
ENGINEER IV	\$100.00
ENGINEER III	\$85.00
ENGINEER II	\$75.00
ENGINEER I	\$70.00
LAND PLANNER VI	\$117.00
LAND PLANNER V	\$110.00
LAND PLANNER IV	\$100.00
LAND PLANNER III	\$90.00
LAND PLANNER II	\$70.00
LAND PLANNER I	\$65.00
LANDSCAPE ARCHITECT IV	\$120.00
LANDSCAPE ARCHITECT III	\$113.00
LANDSCAPE ARCHITECT II	\$105.00
LANDSCAPE ARCHITECT I	\$94.00
LANDSCAPE DESIGNER III	\$85.00
LANDSCAPE DESIGNER II	\$75.00
LANDSCAPE DESIGNER I	\$67.00
TECHNICIAN VI	\$108.00
TECHNICIAN V	\$88.00
TECHNICIAN IV	\$78.00
TECHNICIAN III	\$67.00
TECHNICIAN II	\$57.00
TECHNICIAN I	\$52.00
REGISTERED LAND SURVEYOR IV	\$124.00
REGISTERED LAND SURVEYOR III	\$110.00
REGISTERED LAND SURVEYOR II	\$100.00
REGISTERED LAND SURVEYOR I	\$88.00
SURVEY PARTY	\$128.00



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