

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

**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 Jail water heater 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 jail water heater replacement project, copies of which are attached.

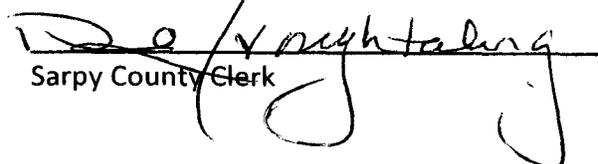
BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the contracts with Advanced Engineering Systems, Inc., copies of which are attached, and any other related documents, the same being approved by the Board.

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 10th day of January, 2012.



Sarpy County Board Chairman

ATTES

Sarpy County Clerk



December 9, 2011

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

RE: Sarpy County Jail DHW Heaters
AES Project No.: 11123-135

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 to replace the 15 year old, 500k BTU water heater and associated 500 gallon storage tank with a new energy efficient system serving the Sarpy County Jail in Papillion, Nebraska
- Existing conditions will be reviewed based on site investigation of visible conditions to the extent possible.
- Testing of existing systems or investigation of conditions not easily visible in walk throughs (for example, reviewing interior of equipment) is not included in our scope of work.
- Energy studies, cost comparisons of systems and other studies are not included in this proposal.
- At this preliminary stage, it appears the project construction cost will be in the \$100,000 to \$120,000 range.

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 five (5) 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 **NINE THOUSAND EIGHT HUNDRED DOLLARS (\$9,800.00)**.

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.

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

HAZARDOUS MATERIALS:

It is acknowledged by both parties that the Design Professional's scope of services not include any services related to asbestos or hazardous or toxic materials. In the event the Design Professional or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way at any time that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Design Professional's services or design, the Design Professional may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations. Any redesign work needed for this will be treated and billed as additional services.

The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Design Professional, his or her officers, partners, employees, agents and consultants from and against any and all claims, suits, demands, liabilities, losses, or costs, including reasonable attorneys' fees and defense costs, resulting or accruing to any and all persons, firms, and any other legal entity, caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to

the jobsite, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action.

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.

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:

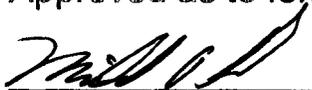
SARPY COUNTY

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

Signature: 
Name: Rusty Hike

Title: Chairman
Date: 1/10/12

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

<u>Expense</u>	<u>Charge</u>
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

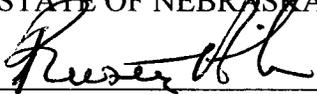
Residency Verification

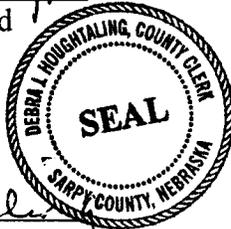
The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within 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.
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


1/10/12
Chairman, Sarpy County Board
of Commissioners




Clerk

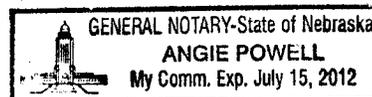
ADVANCED ENGINEERING SYSTEMS


Vishal Khanna, Principle


Attest

Approved as to form:


County Attorney



Deb Houghtaling

Fred Uhe
Chief Deputy

Sarpy County Clerk

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

January 12, 2012

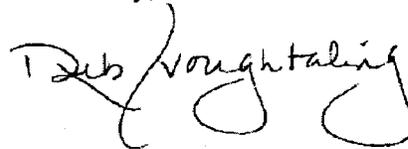
Vishal G. Khanna
Advanced Engineering Systems, Inc.
4630 Antelope Creek Rd. Ste. 200
Lincoln, NE 68506

RE: Consulting Services Agreement for Jail Water Heater Replacement Project

Please find enclosed two (2) originals of the service agreement which have been approved and signed by the Chairman of the Board on January 10, 2012. Upon completion please provide **one original** for Sarpy County records.

Mail to: Sarpy County Clerk
Attn: Kendra Koehler
1210 Golden Gate Dr.
Papillion NE 68046-2895

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosures (2)
DH/kk