

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT WITH THOMPSON, DREESSEN & DORNER FOR
CIVIL DESIGN SERVICES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 2012), 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 contract for services with Thompson, Dreesen & Dorner, Inc ("TD2"), as outlined in the Proposal for Civil Design Services attached hereto; and,

WHEREAS, entering into the contract for services with TD2 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 the proposal for services with TD2, a copy of which is 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 accepting the proposal of TD2, a copy of which is attached, and any other related documents, the same being approved by the Board.

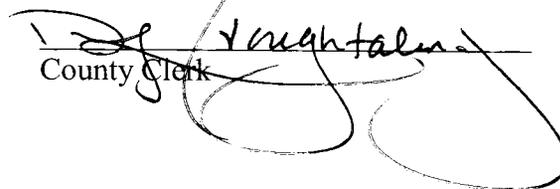
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with the applicable law on the 5th day of November, 2013.

Attest

SEAL




Sarpy County Board Chairman


County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE SUITE 1220
PAPILLION, NE 68046



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

Memo

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Retaining Wall Repairs – Design Services

As you may be aware the surface water drainage from the secure parking lot has been compromising the asphalt within the parking lot along with causing the wooden retaining wall behind the West Annex to fail. The attached agreement with TD2 will provide civil design services using storm water best management practices. This agreement will be grant funded.

Please feel free to contact me with any questions.

October 30, 2013

Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Ross Richards

October 3, 2013

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

RE: Sarpy County Courthouse West Annex Building – Retaining Wall Repairs
Proposal for Civil Design Services
TD2 2013 M 2013-173.1 Proposals

Mr. Richards:

Thank you for the opportunity to offer our services on this project. Based upon the verbal information provided during our site visit on September 20, 2013, we have prepared this proposal. The site is currently a concrete drive at the rear of the Sarpy County Courthouse West Annex building with a wood retaining wall and chain link fencing and asphalt parking lot at the top of a grassed slope. Surface water drainage from the adjacent parking lot appears to have caused the wood retaining wall to fail. In addition, the concrete drive surfacing adjacent to the building is broken up in many places and the edge of the asphalt parking lot may be undermined. We are basing this proposal on the use of innovative storm water best management practices as the primary basis for the improvements. We propose to provide certain land surveying and engineering services for the site as described herein:

LAND SURVEYING SERVICES

We will prepare a topographic survey of the project area including the adjacent secure parking lot that drains to failed retaining wall area. The survey will show the following:

1. All above ground visible improvements such as existing paving, retaining walls, signs and other similar items. Contours at one foot intervals based on North American Vertical Datum of 1988 will be shown. Spot elevations will be taken at appropriate locations to accurately define the site topography.
2. We will contact the Nebraska One Call System to locate underground utilities. The utilities located as a result of this request will be shown on the survey and the utility companies responding to the request will be noted. The Nebraska One Call System will not locate privately owned utilities. The on-site private utilities will need to be located by Sarpy County.
3. We will show the location, cover elevation and invert elevation of storm sewers on or immediately adjacent to the surveyed property where evidence of the sewers can be seen on the surface of the ground. Existing records will be used to determine pipe sizes and location when there is no evidence of the sewers on the surface.
4. Easements provided to us will be shown on the survey.

Our fee to prepare a survey in conformance with the above described requirements is **\$2,000.00**

We will provide construction staking (one-trip) to set limits of removal and limits/grades/elevations of the improvements. Our fee to provide construction staking is **\$1,000.00**

Mr. Ross Richards
Sarpy County Facilities Management
October 3, 2013
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CIVIL ENGINEERING SERVICES

1. Prepare concept plans with cost estimates for possible options for demonstration of innovative storm water best management practices that could be considered for this site. The drawings would include options for storm water management, landscaping, retaining walls, security fencing and parking lot improvements. The design team would include design consultants from Greenlife Gardens so that the landscaping components are compatible with the existing landscape features that are familiar to Sarpy County facilities personnel.
2. Meet with Sarpy County personnel to discuss various options in the concept plans and select the basis for construction plans.
3. Prepare draft construction plans and specifications and submit to Sarpy County for review and comments. These plans would include a demonstration of innovative storm water management practices, landscape plan, retaining wall design and modifications to the adjacent parking lot that provides enhanced storm water management. The specifications will include provisions provided by Sarpy County Purchasing Department along with an engineer's preliminary opinion of construction costs.
4. Make revisions to construction plans and specifications, if necessary, to resolve review comments. Provide final construction plans and specifications to Sarpy County Purchasing for publication and receipt of bids.
5. Address questions that bidders provide to Sarpy County during the bid process and prepare addendums requested by Sarpy County.
6. Review bids received by Sarpy County and prepare Engineer's letter of recommendation.
7. Provide limited construction phase services that include review of shop drawings and responding to Requests For Information (RFI), review of payment requests and certification of substantial completion.
8. Provide periodic construction observation / testing services during the construction phase on an hourly basis for the level of construction observation and testing desired by Sarpy County. We anticipate that up to \$3,000 of construction observation / testing services would be of great benefit to Sarpy County.

For the innovative storm water best management practices design services in **Items 1 and 2** we propose to work on a **lump sum basis for a fee of \$5,000**. For the remaining final design / project administration services in **Items 3 to 7** we propose to work for a **lump sum fee of \$11,500**. We estimate that all of the design services for Items 1 and 2 and 50% of the design services for Items 3 through 7 and the land surveying services are for innovative storm water management components of the project.

We also agree to the Sarpy County Terms and Conditions attached to this letter as Attachment 1.

Mr. Ross Richards
Sarpy County Facilities Management
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We propose to bill our services on a monthly basis and/or upon submittal of the final design documents, which ever is earlier. All invoices shall be due within 60 days of the date of invoice. If this proposal is acceptable, please sign and return a copy to this office. If you have questions or would like to discuss this proposal please feel free to call me at 402-330-8860.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.



Arthur D. Beccard, P.E.

ADB/bam

This proposal is accepted this 5th day of November, 2013 for:

Sarpy County
Company or Individual

Billing Address:

Sarpy County Clerk
1210 Golden Gate Dr. #1250

By:

Jim Wam
(Signature)

Papillion, NE 68046

Title:

Chairman

402-593-4155 / 402-593-4471
Telephone No. / Facsimile No.

ATTACHMENT 1

INDEMNIFICATION

TD2 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 act, error, omission or negligence of TD2 or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this agreement.

RESIDENCY VERIFICATION

TD2 agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. TD2 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 US 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.

NON-DISCRIMINATION CLAUSE

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), TD2 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 2010), 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.

CERTIFICATE OF INSURANCE

Contractor must supply a certificate of insurance with the minimum limits, as follows:

Workers Compensation and Employers Liability Insurance

The minimum 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 TD2 under this Agreement, TD2 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 TD2 will provide a certificate of such Professional Liability Insurance to Sarpy County.

Commercial General Liability Insurance

Coverage shall include liability coverage addressing premises and operations, contractual, independent contractors, and products/completed operations. 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. If written on a claims made form, the products/completed operations coverage is to be maintained for two years after final payment.

The County is to be named as an additional insured on the insurance coverage required under this section.

Automobile Liability Insurance

Coverage shall include liability coverage addressing 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.

The County is to be named as an additional insured on the insurance coverage required under this section.

Certificate of Insurance

The Contractor 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, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

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