

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

13/001681

RESOLUTION APPROVING AGREEMENT WITH MORRISSEY ENGINEERING INC

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 Morrissey Engineering Inc, ("Morrissey") as outlined in the Proposal for Professional Engineering Services attached hereto; and,

WHEREAS, entering into a contract for services with Morrissey 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 the agreement with Morrissey Engineering Inc, 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 the agreement with Morrissey, a copy of which is attached, and any other related documents, the same being approved by the Board.

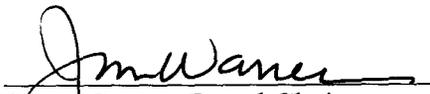
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with the applicable law on the 5th day of November, 2013.

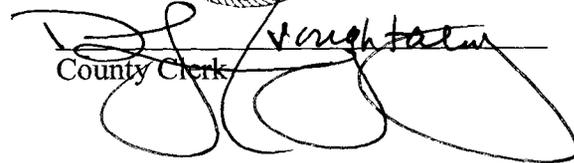
Attest

SEAL



County Clerk


Sarpy County Board Chairman



MEMORANDUM

SARPY COUNTY
FACILITIES MANAGEMENT

Date: November 1, 2013
To: Beth Garber
From: Ross Richards
Subject: Sarpy County Courthouse/ Administration Addition Fire Alarm Consolidation Project

Sarpy County Facilities Management recommends Morrissey Engineering to provide electrical design and construction services for the subject project approved in Fiscal Year's 2014 Budget.

Morrissey Engineering was founded in 1999 and has a diverse team of more than 38 engineers representing all disciplines. They deliver high performance solutions for optimal energy efficiency and we are confident they are the best firm for this critical project.

Morrissey Engineering successfully provided engineering services for the LEED Gold - Sarpy County Sheriff's Office, and they are in good standing with Sarpy County Facilities Management.

Proposal for Professional Engineering Services

October 23, 2013

Client:

Ross Richards
Director - Facilities Management
Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, NE 68046

Project name:

Sarpy County Courthouse and Administrative Building
Fire Alarm Upgrade
Papillion, NE
Project No.: Pending

Project description:

- Total project area - approximately 132,000 sqft.
- Replace fire alarm system within the Courthouse and Administrative Building

Scope of services:

- Design replacement of existing fire detection and alarm system with new analog intelligent addressable fire detection and alarm system including detection, visual notification, audible notification and monitoring.
- Investigate option to re-use existing FCI E3 Fire Alarm Control Panel
- Design replacement of existing manual pull stations with new pull stations mounted to meet ADA Guidelines
- Analyze duct detection options for building to meet NFPA 90A
- Owner meetings/site visits – as required for design.
- Design services include:
 - Conduct site visit(s) to record existing conditions. Review applicable codes to determine applicable requirements for each area in conformance with the following: Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG), NFPA 101 Life Safety Code, National Fire Protection Association (NFPA).
 - Construction Document Services – Provide complete stamped construction documents, including specifications, for 100% review and final printing.
 - Bidding Phase Services – Preparation of Addendum and answering Requests For Information.
 - Construction Administration Services – Pre-Bid meeting, Pre-Construction meeting, Review of shop drawings, monthly site visits during construction when work is being implemented on site, processing of change order documents prepared by Owner, as-built drawings from contractor red marks.
 - We include review of shop drawings with Owner's representatives to review the installation throughout the building.
 - We include detailed review of the construction schedule that will be developed by the contractor including phasing and restrictions for noisy work and other disruptions.

Deliverable Content:

Our documents will be prepared using industry standards and MEI standards for drawings and specifications. AutoCAD 2010 or AutoCAD 2013 versions are typical.

Exclusions:

- Creating AutoCAD plans of architectural backgrounds.
- Design of HVAC systems outside those listed in the Scope of Services.
- Design of Plumbing systems outside those listed in the Scope of Services.
- Design of Electrical systems outside those listed in the Scope of Services.
- Specification of fire protection systems
- Design of special systems including backup power, Uninterruptible Power Supply System, fire alarm, security, lightning protection
- Design of telecommunications cabling systems including cables, jacks, patch panels, racks, wire management
- Studies for life cycle cost analysis and energy usage
- Site visits beyond those identified in the Scope of service
- Commissioning Services
- Multiple drawing packages or construction administration phases
- Project advertising for public bid and plan distribution. Services to be provided by Sarpy County.

Fee basis:

- Lump sum fee – \$9,900

Reimbursable expenses:

- Out of town travel
- Reproduction costs for drawings and specifications
- Delivery costs for bulk items such as plans, specifications, shop drawings in the form of postage, courier charges, etc.
- Minor reimbursable expenses including local travel, minor printing, and correspondence postage, shall be billed at 1.0% of the fee.

Reimbursable expenses are in addition to the fees stated above. All itemized expenses are billed at cost.

Schedule:

- In conjunction with Owner.

Terms and conditions:

Morrissey Engineering will perform the services outlined in this agreement for the stated fee basis.

Significant changes to the scope of services initiated by the Client or project Owner will constitute a claim for a reasonable and equitable fee adjustment. Fee adjustments will be billed on a negotiated lump sum or hourly basis per the rate schedule below.

Hourly rate schedule:

- | | |
|--------------------------|----------|
| ▪ Principal | \$165.00 |
| ▪ Project Manager | \$130.00 |
| ▪ Low Voltage Specialist | \$120.00 |
| ▪ Commissioning Agent | \$120.00 |
| ▪ Engineer/Designer | \$105.00 |

- Technician \$85.00
- Clerical \$65.00

Invoices for Consultant service's shall be payable within 30 days after the invoice date. Past due accounts will be subject to a monthly service charge of 1.0% on the then unpaid balance.

The Client agrees that, to the fullest extent permitted by law, the Consultant's total aggregate liability to the Client for injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any causes, shall not exceed the amount of the Consultant's fee.

During the term of this Agreement and for one year after termination of this Agreement, both the Client and Morrissey Engineering agree that the parties will not, without prior written consent, either directly or indirectly, solicit or attempt to solicit, divert or hire away any person employed by the other Company.

The Consultant shall not be responsible for damages or costs resulting from hidden conditions in existing facilities.

The Client or Consultant may terminate this agreement upon advanced written notice should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, plus all reimbursable expenses.

The Client may not use documents produced by the Consultant under this agreement for any other endeavor without the expressed written consent of the Consultant.

If this proposal is satisfactory, please sign both copies and return one signed copy to our office.

Acceptance:

Consultant's signature:



Title: PRINCIPAL

Date: 11-8-13

Client's signature:



Title: Chairman

Date: November 5, 2013

INDEMNIFICATION

Morrissey Engineering 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 Morrissey Engineering or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this agreement.

RESIDENCY VERIFICATION

Morrissey Engineering agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. Morrissey Engineering 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), Morrissey Engineering 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 Morrissey Engineering under this Agreement, Morrissey 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 Morrissey 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.