

14/000707

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

**RESOLUTION APPROVING AGREEMENT WITH MORRISSEY ENGINEERING, INC. FOR**  
**PROFESSIONAL ENGINEERING 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 professional engineering services with Morrissey Engineering, Inc., as outlined in the Proposal for Professional Engineering Services attached; and,

WHEREAS, entering into the contract for services with Morrissey Engineering, Inc. 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.

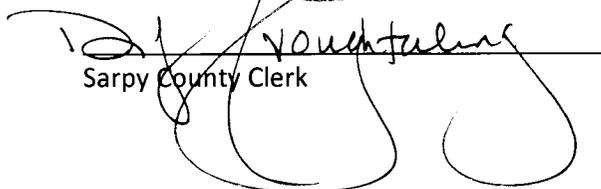
BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk is hereby authorized to sign on behalf of this Board the agreement with Morrissey Engineering, Inc., a copy of which is attached, and any other related documents, the same being approved by the Board.

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 13<sup>th</sup> day of May, 2014.

  
Sarpy County Board Chairman

ATTEST:



  
Sarpy 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: Critical Equipment Replacement Engineering Agreement

On May 13, 2014 the County Board will be asked to approve an agreement with Morrissey Engineering for the design of two computer room air conditioning (CRAC) units. The agreement is a lump sum fee of \$18,900 and includes both design and construction administration services.

The design will be for one unit cooling the equipment associated with the Courthouse radio tower and the second unit will be for cooling the 911 equipment room and dispatch space. These 2 units will replace 2 existing units that are 18 years old and provide year round (24x7) cooling for critical heat producing equipment used by the 911 Emergency Communication Center and the 911 Satellite Tower Facility.

May 6, 2014



Beth Garber

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

# MEMORANDUM

SARPY COUNTY  
FACILITIES MANAGEMENT

**Date:** May 5, 2014  
**To:** Beth Garber  
**From:** Ross Richards  
**Subject:** Sarpy County Critical Equipment Replacement Project – E911 & Tower Equipment Room Cooling Systems

Sarpy County Facilities Management recommends Morrissey Engineering for professional design and construction services associated with the Emergency Communications cooling system project. The project was included in the Fiscal Year 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 a good fit 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**

**September 30, 2013**

### **Client:**

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

### **Project name:**

Sarpy County Critical Equipment Replacement Project  
E911 & Tower Equipment Room Cooling Systems  
Project No.: Pending

### **Project description:**

- Replace 5 ton Liebert Challenger Unit serving the Tower Equipment Room.
- Study and present options to leave existing 5 ton unit for redundancy.
- Replace 15 ton Liebert Unit serving the 911 Call Center
- Study options to allow temperature control between equipment room and occupied spaces.

### **Scope of services:**

- Design of 5 ton CRAC unit to replace existing.
- If applicable, design the integration of existing unit for redundancy.
- Design of 15 ton CRAC unit to replace existing.
- Design of systems to allow temperature control of individual 911 Call Center spaces.
- Design of code required ventilation to new 15 ton CRAC unit.
- Design of plumbing systems associated with unit replacement.
- Design of electrical system associated with unit replacement.
- Performance specification of the extension of the existing DDC system to provide monitoring and alarm of critical spaces - Tower Equipment Room and 911 Call Center Equipment Room.
- Owner meetings/site visits – as required for design.
- Construction administration including attending project meeting, review of shop drawings, responding to requests for information and generating project close-out punch list

### **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:**

- 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
- Mechanical Utilities including storm sewer design beyond 5' outside of the building
- Multiple drawing packages or construction administration phases
- Energy modeling for LEED or utility cost estimating
- LEED submittals or documentation
- Providing electronic files and reproducible drawings showing all revisions made as field orders, ASI's, RFI's, and Change Orders to the Contract Documents
- Record drawings
- Project advertising for public bid and plan distribution. Services to be provided by Sarpy County.

**Fee basis:**

- Lump sum fee – \$18,900

**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's fiscal year. Construction to be complete by June 30th, 2014.

**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:**

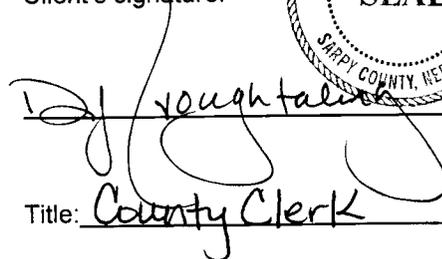
Consultant's signature:



Title: Chairman

Date: 5-13-14

Client's signature:



Title: County Clerk

Date: 5-13-14



ADDENDUM

The undersigned contracting parties agree that the following language shall be incorporated into the "Proposal for Professional Engineering Services."

Residency Verification

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

Severability

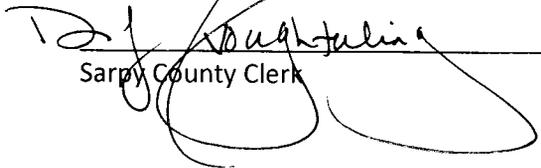
The Statement of Work shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Consultant hereto that if any part, term, condition, or provision of this Statement of Work is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Consultant shall be construed and enforced as if the Statement of Work did not contain the particular part, term, condition, or provision held to be invalid.

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals this 13 day of May, 2014.

(Seal)



ATTEST:

  
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,  
A body Political and Corporate

 5-13-14  
Chairperson  
Sarpy County Board of Commissioners

  
Consultant