

BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH  
MORISSEY ENGINEERING

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, Sarpy County desires to enter into a Professional Engineering Services Agreement with Morrissey Engineering for the relocation of fiber optic line along 84<sup>th</sup> Street from Cedar Dale Road to Capehart Road due to a City of Papillion road expansion project, a copy of which is attached hereto; and,

WHEREAS, said attached agreement is for unique, non-competitive professional services and are 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 for the relocation of fiber optic line, a copy of which is attached hereto; and

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign the professional service agreement with Morrissey Engineering, on behalf of this Board 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 4<sup>th</sup> day of June 2013.

Attest  
SEAL

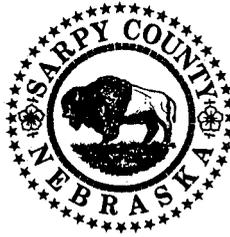


James Wan  
Sarpy County Board Chairman

Renee Lausman  
County Clerk  
Chief Deputy

# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE  
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: Fiber Line Relocation

The County has a fiber line that runs from the Courthouse to the Sheriff's Office on 84<sup>th</sup> and Platteview Road. As part of Papillion's 84<sup>th</sup> Street expansion project all utilities located in the right of way along the project path must be relocated by September, 2013. The County has approximately 1.8 miles directly adjacent to the 84<sup>th</sup> Street project that will need to be relocated.

In order to assist in the relocation the Purchasing Department requested a proposal for consulting services from Morrissey Engineering, who was the original design engineer for the project. Morrissey proposes a lump sum fee of \$36,300.00. The County will be working with Pinpoint FiberLink, who has a line parallel to the County's for part of the way, to reduce relocation costs.

Please feel free to contact me with any questions.

May 29, 2013

A handwritten signature in black ink, appearing to be "BG", written over a horizontal line.

Beth Garber

Cc: Deb Houghtaling  
Mark Wayne  
Scott Bovick  
Brian Hanson  
Mark Walters  
Capt. Williamson

# Proposal for Professional Engineering Services

**May 28th, 2013**

**Client:**

Sarpy County  
1208 Golden Gate Drive  
Papillion, NE 68046

Attn: Beth Cunard

**Project name:**

84th Street Fiber Relocation  
Project No.: N/A

**Project description:**

- Total project area – Approximately 1.8 miles directly adjacent to 84<sup>th</sup> street, from Cedardale Road to Capehart Road
- Relocate the existing Sarpy County fiber connecting the Law Enforcement Center and the Sarpy County Courthouse along 84th street from Cedardale Road to Capehart Road.
- Relocate the existing Pinpoint FiberLink fiber along 84th street from Cedardale Road to Capehart Road.

**Scope of services:**

- Design of a pathway along 84th street from Cedardale Road to Capehart Road to relocate existing fiber conduits where required to accommodate the 84th street widening project. Sarpy County and Pinpoint FiberLink each have two (2) - 2" conduits for a total of four (4) - 2" conduits.
- Scope includes Surveying Services and Civil Engineering Services by TD2
- Detail drawings including: Pull box dimensions and details, and termination location details.
- Specification of pathways and optical fiber systems on the drawings.
- Owner meetings/site visits – 4
- Construction administration including review of shop drawings, responding to requests for information and generating project close-out punch list

**Exclusions:**

- Studies for life cycle cost analysis and energy usage
- Site visits beyond those identified in the Scope of service
- Bid phase services are limited to attendance at a prebid meeting. All bid solicitation is by the Client.
- Multiple drawing packages or construction administration phases
- Record drawings

**Fee basis:**

- Lump sum fee MEI – \$7,800.00
- Lump sum fee TD2 –
  - Survey Services – \$18,000.00
  - Civil Services – \$10,500.00

- Total lump sum fee - \$36,300.00

**Reimbursable expenses:**

- Out of town travel
- Reproduction costs for drawings and specifications
- Delivery costs such as 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:**

- Three (3) weeks design time upon signed agreement

**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 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 10 day 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 express written consent of the Consultant.

**Non-Discrimination Clause:**

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), Consultant 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 2004), 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.

**Conflict of Interest Clause:**

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

**Residency Verification Clause:**

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.

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](http://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 U.S. 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.

**Breach Clause:**

Should Consultant breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Consultant in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

**Insurance Requirements:**

**The Consultant shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.**

Consultant shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Consultant allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

#### Workers' Compensation and Employers Liability Insurance

The minimal 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 should include broad form coverage written on a commercial general liability form and written on an occurrence basis. 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.

#### Automobile Liability Insurance

Coverage shall be against 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.

#### Certificate of Insurance

The Consultant 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 any of the coverages. If the

certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Consultant shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

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

#### Insurance Company

All insurance coverages herein required of the Consultant shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Consultant shall furnish evidence that the insurance company or companies being used by the Consultant meet the minimum requirements listed in this section.

Upon request by the County, the Consultant shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Consultant's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Consultant is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

#### Assignment Clause:

The Consultant may not assign this Contract without the prior written consent of the County.

#### Subcontracting Clause:

Consultant may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Consultant will retain responsibility for all work associated with the Contract. The Consultant must identify any subcontractors it intends to use in the execution of this Contract. The Consultant must identify subcontractors in writing within the proposal.

The Consultant has identified Thompson, Dreesen & Dorner, Inc. for Surveying and Civil Services. The Contract from Consultant to Subcontractor is attached hereto. All terms associated with subcontracts are subject to all terms of the contract between Morrissey and County.

#### Independent Contractor Clause:

The Consultant shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Consultant, its officers, employees and agents shall at no time represent the Consultant to be other than an independent contractor or represent themselves to be other than employees of the Consultant.

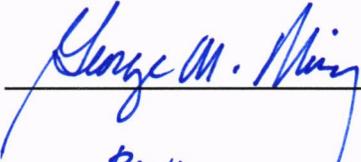
**Indemnity Clause:**

The Consultant 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 negligent act, error or omission of said Consultant or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

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

**Acceptance:**

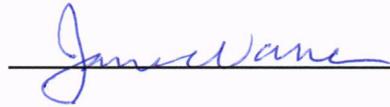
Consultant's signature:

  
\_\_\_\_\_

Title: PRINCIPAL

Date: 6-19-13

Client's signature:

  
\_\_\_\_\_

Title: Chairman

Date: 6/4/13

