

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT WITH ADVANCED ENGINEERING SYSTEMS, 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 for the Courthouse Roof Top Unit Replacement Project with Advanced Engineering Systems, Inc. as outlined in the attached scope of work; and,

WHEREAS, entering into the contract for services with Advanced Engineering Systems, Inc. is in the best interests of the citizens of Sarpy County.

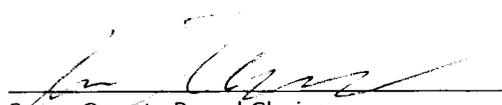
NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the agreement with Advanced Engineering Systems, Inc., a copy of which is attached.

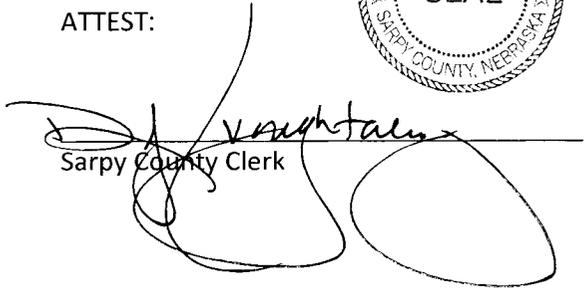
BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk is hereby authorized to sign on behalf of this Board the agreement with Advanced Engineering Systems, Inc., a copy of which is attached, and any other related documents, the same being approved by the Board.

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 5th day of August, 2014.

ATTEST:




 Sarpy County Board Chairman


 Sarpy County Clerk



ADVANCED
ENGINEERING
SYSTEMS

4630 Antelope Creek Road Ste 200, Lincoln, NE 68506
P: (402) 488-0075 / F: (402) 488-0272

620 N 129th Street, Omaha, NE 68154
P: (402) 504-3885 / F: (402) 504-4598
www.a-e-sys.com

July 21, 2014

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

RE: Sarpy County Courthouse RTU Replacement

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 existing 35-ton Trane Rooftop Unit (RTU) serving a couple of court rooms, County Attorney's office and hallway in the Sarpy County Courthouse 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.

SCOPE OF WORK BY AES:

It is assumed that AES will be provided with AutoCAD backgrounds. All pertinent and relevant information on requirements; information needed for us to develop and complete our work in timely fashion is assumed to be provided by others. AES will provide Mechanical and Electrical engineering services to develop Construction Documents and administration services during construction as follows. Any work not specifically stated in this section is excluded.

- Develop drawings and specification 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 two (2) 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).
 - Time and expenses related to printing, advertising the project, and distribution of contract documents will be the *responsibility of others*.
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- Attendance at a pre-bid conference, the bid opening, a pre-construction conference and all site trips other than those mentioned above are *not* included in our scope of work
 - As-built drawings, if required, will be based on contractor supplied information.
 - If electronic files of plans are requested, a document disclaimer form and requested fee will need to be received before AES can issue any electronic files. Electronic files to contractors, if needed, will be at a fee charged to the contractor.

FEES:

Compensation and invoice for basic services outlined above will be based on a lump sum fee of **SIX THOUSAND ONE HUNDRED DOLLARS (\$6,100.00)**.

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:

We propose to start work on your project soon after receipt of your signed acceptance of this letter agreement. 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



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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:

The Consultant shall maintain during the life of this contract, Professional Liability Insurance, naming and protecting County against claims for damages resulting from the Consultant's errors, omissions, or negligent acts. Such policy shall contain a limit of liability not less than one million dollars (\$1,000,000).

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: Jim Thompson

Title: Chairman
Date: August 5, 2014



STANDARD HOURLY RATES

Principal	\$160.00 per hour
Senior/Professional Engineer	\$145.00 per hour
Engineer/Senior Designer.....	\$130.00 per hour
Intern Engineer/Designer	\$105.00 per hour
Senior Technician.....	\$ 95.00 per hour
Engineering Technician	\$ 90.00 per hour
Senior Administrative/Senior Support Staff	\$ 95.00 per hour
Administrative/Support Staff	\$ 70.00 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 July 15, 2013

ADDENDUM

The undersigned contracting parties agree that the following language shall be incorporated into the Proposal for the Sarpy County Courthouse RTU Replacement.

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 Scope 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 Scope 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 5th day of August, 2014.

(Seal)



ATTEST:


Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate


Chairperson
Sarpy County Board of Commissioners


Consultant