



Judicial Center Site: Prime Site Improvements

Date: August 26, 2020

Agenda Item # 18

To: Dodge County Board of Supervisors

Date 9/9/20

Cc: Tom Christensen; Sheriff Steve Hesper; Shelly Holzerland

Dear Board Members:

As we continue our work on the Dodge County radio system project, there are several current activities and actions to be considered and approved for the project.

1. Judicial Center Electric Service Investigation: The Judicial Center will be the central, critical focus point of the P25 radio system control "Prime Site". To make the Judicial Center properly equipped to survive AC electric service surges from normal electric utility events, and from lightning induced surges, specialized surge protection devices must be provided and placed at the proper, strategic points of the utility service to the site. Original documents have not been found that would have provided information on the original design of the utility services and emergency generator layout, fundamental to determining the placement of the surge protection. What we have found in documents has been supplemented by on-site investigations by the RFCC consultants and the current electrician vendor, Hill's Electric.

However, additional professional engineering services are required for the task of enduring that the placement of the protective devices are proper, meet the electrical code, and give guidance to the electrician on how to properly update/modify the AC power distribution through existing panels.

The services of an electrical engineer, Melvin Smeall has been contacted, and we have received a proposal quote for his services to support this project.

The proposal cost is \$9,000.00

A copy of this proposal has been provided to the County Board.

Additional work will be required at this site to complete the preparation of this new "Radio Room". The tasks yet to be completed are the supply and installation of cable trays between the old radio room and new radio room (Prime Site), electric circuits for the new Prime Site room, concrete wall penetrations between rooms. This cost has not been fully compiled, but this number will be available soon. The completion of the engineers work as previously stated will make possible the complete project cost determination for the Judicial site.

2. Heating and Cooling system at Prime Site: The Prime Site requires a stable environment to properly operate. To this end a HVAC-Heating and Cooling subsystem must be installed at the Judicial Center "Radio Room".

We have reached out to the firm that the Judicial Center site manager recommended, Getzschman Heating and Air Conditioning. This firm has visited the site and has offered up a suitable system that must operate all year long, especially in the hot times of the year, but to also be supplying cooling in the very cold winter season.

The HVAC products that are to be purchased and installed are recommended by Getzschman Heating and Air Conditioning as suitable for use in the critical site. There are actually 2 separate systems, each acting in tandem to provide redundancy in the event of failure on one of them. Such a failing event will be recorded by the Prime Site alarm system and reported to the PSAP site dispatchers.

The proposal cost is \$16,916.00

A copy of this proposal has been provided to the County Board.

Summary:

The cost of all of items presented in this report were considered in the master project budget. The actual costs as they are coming in are balanced out with some cost savings we have made in other parts of the project. These items are within the overall budget expectations.

We again seek your approval of these actions and proposals. Please let us know if you have any questions or comments regarding this work.

Regards

A handwritten signature in black ink that reads "Rey Freeman". The signature is written in a cursive style with a long horizontal stroke at the end.

Rey Freeman
rfreeman@isd.net
952-541-0747 Phone

PROPOSAL

Page Number of Pages



1700 East 23rd Ave North
Fremont, NE 68025
(402) 721-6301

2112 S. 156th Cir.
Omaha, NE 68130
(402) 554-1110

419 N. 19th St.
Blair, NE 68008
(402) 533-2355

www.getzschman.com Toll-Free 800-657-2158 Fax (402) 721-6327 www.gforceairrepair.com

PROPOSAL SUBMITTED TO Mazzitello Professional Services LLC		PHONE 715-222-4440	DATE 7/6/2020
STREET North 7427 330 th Street		JOB NAME IT Room for Radio's	
CITY, STATE and ZIP CODE Spring Valley, Wisconsin 54767		JOB LOCATION Dodge County Judicial Center	
ATTENTION	DATE OF PLAN	FAX	JOB PHONE

GETZSCHMAN HEATING

G-FORCE AIR REPAIR

We hereby submit specifications and estimates for:

Furnish and Install 2 Mitsubishi 18,000 Btu Mini Split cooling only units, required to meet the cooling needs of the IT space including the following.

1. Tear out and removal of the existing ptac unit and patching of the wall.
2. 2 - PKA-A18HA7 Indoor Wall Councils to be installed on the south wall of the room, and 2-PUYA18NKA7 Condensing units mounted on a stand including low ambient baffles.
3. Line sets run the south outside wall and down to each outdoor condensing units. Includes core drilling
4. Condensate to follow the refrigerant lines. Includes 2 condensate pumps
5. 2- Controllers to provide staging of the cooling, and redundancy.
6. 2- Outdoor stands to set the equipment on.
7. All Hanging material.
8. All Labor and Materials for a complete installation. Includes coordination with the electrician.
9. 1 Year Labor warranty and full 5 year parts warranty.

Total Investment: \$16,916.00

Add \$517.00 if Sales tax is required.

Add \$1550.00 to saw the concrete floor and run the condensate to the garage bay and re pour the the concrete floor.

Add \$791.00 to install 2 sensors 1 High temperature and 1 low temperature.

GETZSCHMAN HEATING

G-FORCE AIR REPAIR

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Authorized Signature: _____

Note: This proposal may be withdrawn by us if not

accepted within _____ days.

Signature  _____

Signature _____

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August 21, 2020

County of Dodge Nebraska
435 North Park
Fremont, NE 68025
C/O Chairman Bob Missel

RE: Engineering Fees, Dodge County Nebraska Prime Site Main Electrical, Fremont, NE

The project consists of approximately 715 square feet of remodeled space, radio station category.

The scope of this proposal includes on-site meeting with the electrical contractor to review the existing electrical equipment and project goals, electrical engineering recommendations for modifications and improvements to the existing electrical system to accommodate the project goals including design sketches and narratives as needed.

The base fee amount for the above work shall be the fixed amount of **\$9,000.00**.

The professional services for the above referenced project shall be as follows:

Included Services:

1. Assist the Owner/Architect in making decisions with respect to the electrical work.
2. Prepare electrical plans on electronic media for reproduction by the Architect/Owner.
3. Prepare electrical specifications on electronic media for reproduction by the Architect/Owner.
4. Provision for up to 1 pre-design site observation of the existing facility/site including report is included in the base fee of this proposal, not including reimbursable expenses.

Excluded or Optional Services:

1. HVAC Engineering Services are not included in the base fee of this proposal.
2. Plumbing Engineering Services are not included in the base fee of this proposal.
3. Permit coordination is not included in the base fee of this proposal. Permit coordination shall be billable as an additional cost at the hourly rates listed below if requested.
4. Attendance at code review meetings is not included in the base fee of this proposal.
5. Construction administration assistance including telephone support and answering Contractor Requests for Information (RFIs) is not included in the base fee of this proposal. Construction administration assistance can be provided at an additional cost at the hourly rates listed below plus expenses if requested. All RFIs will be reviewed and returned in not less than 3 business days of receipt by Schnackel Engineers, Inc.
6. Review of shop drawing submittals is not included in the base fee of this proposal. Shop drawing review can be provided at an additional cost at the hourly rates listed below plus expenses if requested. Shop drawings will be reviewed and returned in not less than 5 business days of receipt by Schnackel Engineers, Inc.
7. Site observations of the construction work are not included in the base fee of this proposal.


Schnackel Engineers, Inc.
3035 South 72nd Street
Omaha, NE 68124

Construction observations including a written and photographic report (punch list) can be provided at an additional cost of \$2,000.00 per visit plus expenses.

8. Warranty observations of the construction work are not included in the base fee of this proposal. Warranty observations including a written report (punch list) can be provided at an additional cost of \$2,000.00 per visit plus expenses.
9. Preparation of opinions of the probable cost of the construction is not included in the base fee of this proposal. Preparation of opinions of the probable cost of construction can be provided at an additional cost at the hourly rates listed below plus expenses if requested.

This proposal is subject to the following general provisions:

1. Services not specifically set forth above as included services are specifically excluded from the scope of this Agreement. Schnackel Engineers assumes no responsibility to perform any services not specifically listed as included services and assumes no responsibility for the consequences of not providing any excluded, optional or unlisted services, or any liability for the performance of those services by others, unless written authorization for such additional services is received from the Client.
2. Payment is due within 30 days of receipt of the invoice. Progress invoices will be issued on a monthly basis based on the progress of the work. Interest will be charged at 1.5% per month on any bills over 60 days past the invoice date. If payment is not received within 30 days of receipt of the invoice, the amount is considered past due and Schnackel Engineers, Inc. may elect to suspend or terminate all services pending payment in full of all amounts past due plus interest plus any costs associated with collecting the past due amounts, without incurring any liability caused by any delay such suspension or termination may cause. If payment is not received within 60 days of receipt of the invoice, the Client is considered in material breach of this contract.
3. Expenses for telephone, reproductions for internal use, and facsimiles are included in the base fee of this project. Expenses for airfare, car rental, lodging, meals, mileage, shipping, outside consultants, testing agencies, expeditors, permitting fees, third-party surveyors, etc. and miscellaneous expenses are not included in the base fee and shall be reimbursed at 1.15 times direct cost. This proposal assumes the electronic delivery of all documents, therefore expenses for requested reproductions shall be reimbursed at 1.15 times local reproduction rates. Any required taxes or associated fees, including but not limited to sales tax, use tax, excise tax, professional services tax, or similar taxes and fees, are not included in the base fee of this proposal. Any applicable taxes and fees shall be treated as a reimbursable expense at direct cost.
4. This Agreement may be terminated by either party upon not less than five (5) days written notice should the other party fail substantially to perform in accordance with the terms and conditions contained herein, through no fault of the party initiating the termination.
5. In the event of suspension of services by the Client through no fault of Schnackel Engineers, Inc., Schnackel Engineers, Inc. shall be compensated for the services performed prior to the

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Omaha, NE 68124

termination, plus a ten (10) percent termination fee applied to the remaining services fees in this proposal, together with all reimbursable expenses then due. In the event of a restart of the project following a suspension of services by the Client for more than thirty (30) days, Schnackel Engineers, Inc. shall be compensated for all restart fees related to the loss of efficiency and remobilization in addition to the normal change fees that would apply if the scope or direction of the project is materially changed during or following the suspension period.

6. Drawings, specifications and reports prepared by Schnackel Engineers are copyrighted instruments of professional service to be used for the Project specified herein only and remain the property of Schnackel Engineers. Use of these documents on any other location or any other purpose is a violation of this Agreement. The Client agrees that Schnackel Engineers, Inc. will be indemnified and held harmless against all damages, liabilities, costs, claims and losses including defense costs arising out of the misuse, reuse, modification, clarification, interpretation, adjustment or changes made to these documents without the written authorization of Schnackel Engineers, Inc.
7. It is agreed that the liability of Schnackel Engineers, Inc. for professional negligent acts, errors or omissions shall not exceed the total of fees paid to Schnackel Engineers, Inc. In no event will Schnackel Engineers, Inc. be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project beyond what was included in the Project based on the Contract Documents as issued for bid. In no event will Schnackel Engineers, Inc. be responsible for job site safety or construction means and methods. The responsibility for job site safety and construction means and methods lies solely with the Contractor regardless of Schnackel Engineers, Inc.'s presence or absence on the job site or services provided.
8. The maximum period of repose for any legal action taken relative to this Agreement is limited to 2 years or the statute of repose legally in force in the jurisdiction in which the Project is located, whichever is shorter, commencing on the date of substantial completion of the construction work associated with the work of Schnackel Engineers, Inc.
9. Neither Schnackel Engineers, Inc. nor any of its sub consultants have offered any fiduciary services to the client and no fiduciary responsibility shall be afforded the client as a consequence of entering into this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Schnackel Engineers, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Schnackel Engineers shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

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Omaha, NE 68124

10. Schnackel Engineers, Inc. makes no warranty, either expressed or implied, as to its findings, recommendations, plans, specifications, reports or professional advice. Schnackel Engineers will endeavor to perform the services set forth in this Agreement in accordance with generally accepted standards of practice by a reasonably prudent design professional on a similar project in effect at the time of performance of such services.
11. If any hazardous materials are discovered by anyone on or about the Project site, or if it becomes known that such materials may be present at or adjacent to the Project site, the existence of which may affect the performance of the services under this Agreement, Schnackel Engineers shall have the option, without any liability, to suspend the performance of services until the Client or the Client's contractors remove such hazardous materials and certify that the Project site is in complete compliance with all applicable laws and regulations.
12. The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required to perform the services under this Agreement. Schnackel Engineers may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Client and/or the Client's consultants and contractors shall not hold Schnackel Engineers responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided.
13. Performance of a pre-design site observation of the existing facility/site by Schnackel Engineers, Inc. or its representatives shall be for sole purpose of obtaining readily observable existing information as required to perform the services under this agreement. Schnackel Engineers, Inc. or its representatives shall not perform any demolition to locate or determine the feasibility to connect to or re-use existing services or equipment. The Client and/or the Client's Consultants and Contractors shall not hold Schnackel Engineers responsible for any errors or omissions that may arise as a result of the inability to readily observe existing conditions due to concealed or hazardous conditions that would inhibit the ability to obtain information at the time of the pre-design site observation.
14. It is understood and agreed that Schnackel Engineers' scope of services under this Agreement does not include construction observations or review of the Contractor's performance, unless written authorization for such additional services is subsequently received from the Client. The Client assumes all responsibility for construction observation and waives any claims against Schnackel Engineers, Inc. that may be in any way connected thereto and agrees to indemnify and hold harmless Schnackel Engineers, Inc., its officers, directors, employees and sub consultants against all damages, liabilities or costs, including defense costs, connected with the performance of such services by other persons or other entities or the failure to perform such services.
15. Since the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by Schnackel Engineers, Inc. regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless

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Schnackel Engineers, Inc., its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the existing conditions of this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by Schnackel Engineers, Inc.

16. Hidden conditions may result in changes to the design subsequent to the discovery of those hidden conditions at any time during design or construction. The Client recognizes that it is impossible for Schnackel Engineers, Inc. to anticipate hidden conditions and therefore Schnackel Engineers, Inc. accepts no liability for any costs associated with hidden conditions, including any additional engineering services that may be required to address design changes resulting from such hidden conditions.
17. The Client and Schnackel Engineers, Inc., respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor Schnackel Engineers, Inc. shall assign, encumber, pledge, sublet or transfer any interest in this Agreement without the prior written consent of the other party to this Agreement. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Schnackel Engineers agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. The Client and Schnackel Engineers further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Schnackel Engineers, Inc. a Nebraska corporation, and not against any of the Consultant's individual employees, officers or directors. The fees contained in this proposal are valid for sixty (60) days, after which this proposal may be declared terminated at the sole discretion of Schnackel Engineers, Inc.
18. Any changes to the plans beyond the scope of this Agreement resulting in additional engineering work may result in a charge for additional services. Any changes to the plans after the Schnackel Engineers' issuance of the permit or bid set will result in a charge for additional services. Additional services shall be reimbursed at the following hourly rates plus expenses, or at a pre-negotiated fixed rate change order. Prior to proceeding with any additional work, the Client shall approve in writing all additional fees in excess of the base fee. Schnackel Engineers will not proceed with any additional services without specific written approval of the client.

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President/Principal time:	\$325.00
Vice President time:	\$275.00
Director time:	\$250.00
Engineer (PE) time:	\$200.00
Sr. Engineer time:	\$175.00
Project Manager time:	\$175.00
Engineer (EIT) time:	\$150.00
Engineer time:	\$150.00
Sr. Designer/Field Coord time:	\$125.00
Technician 2 time:	\$115.00
Technician 1 time:	\$95.00
Secretarial time:	\$80.00

This project is to be invoiced based on the following stages of completion. This invoicing schedule relates only to the base fee and does not include any services listed under Excluded or Optional Services section of this proposal. Optional services will be invoiced individually as the work associated with each optional service is completed.

Pre-Design Site Visit	18.33%	\$1,650.00
Construction Documents	81.67%	\$7,350.00
Total Base Fee		\$9,000.00

This Agreement represents the entire understanding between the parties concerning to this Project and Agreement. This Agreement supersedes all prior negotiations concerning this Project. This Agreement may only be amended in writing, if both parties agree to such amendments. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable under law, regulations or ordinances of any applicable jurisdiction, such term shall be severed from this Agreement and the remaining terms and provisions shall remain unaffected. The laws of the State of Nebraska shall govern this Agreement and all questions as to the interpretation or enforceability of this Agreement.

Any disputes arising between the parties to this Agreement or any portion thereof or arising out of the performance of services pursuant thereto or in connection with the construction contemplated, shall be resolved through mediation first, followed by litigation in an appropriate court of law if mediation does not satisfactorily resolve the issue for both parties.

Nothing contained in this Agreement shall create a contractual relationship or a cause of action in favor of a third party against either the Client or Schnackel Engineers, Inc. Schnackel Engineers and its sub consultant's services are being performed solely for the Client's benefit and no other party or entity shall have any claims against Schnackel Engineers because of this Agreement or performance or nonperformance of the services hereunder.

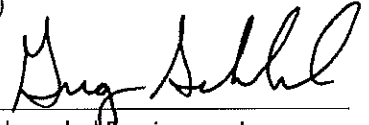

Schnackel Engineers, Inc.
3035 South 72nd Street
Omaha, NE 68124

County of Dodge Nebraska
Dodge County Nebraska Prime Site Main Electrical
August 21, 2020
Page 7 of 7

This agreement executed the day and year first written above. Please sign and return one copy. (Work will not proceed until one copy is returned to Schnackel Engineers, Inc.)

County of Dodge Nebraska

← Please Sign Here



Schnackel Engineers, Inc.

Date
File: 00013098R01

← Please Date Here

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Schnackel Engineers, Inc.
3035 South 72nd Street
Omaha, NE 68124