

STERLING PUBLIC SCHOOL DISTRICT #33, JOHNSON COUNTY

Board of Education Special Meeting
Thursday, March 25, 2021 7:00 PM
Sterling Public Schools
250 Main Street
Sterling, NE 68443

- A. Call Meeting to Order
- B. Recognize Nebraska Open Meetings Law
- C. Publication of Meeting
- D. Roll Call
- E. Pledge of Allegiance
- F. Action Items
 - F.1. Consider the approval of the ETI bid
 - F.2. Consider the approval of 2021-2022 Negotiated Agreement
- G. Discussion Items:
- H. Adjourn

The Sterling Board of Education reserves the right to go into Closed Session at any time for purposes in accordance with § 84-1410(1).



PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

March 15, 2021

Adrian Allen
Superintendent
Sterling Public Schools
250 Main Street
Sterling, NE 68443

RE: Sterling Public Schools Boiler Room - Replace Existing Fluid Cooler

Dear Mr. Allen:

Engineering Technologies, Inc. (the ENGINEER) proposes to render professional engineering services in connection with your Project, which is generally described as follows and hereinafter called the “Project”:

1. Project

- Mechanical and electrical design to replace the existing fluid cooler and miscellaneous valves in the existing boiler room.

2. Basic Scope of Services

Our Basic Services will consist of Engineering work associated with the Mechanical and Electrical Construction Documents and construction period services, all as set forth below. You will be responsible for all services or items necessary for the Project, which are not specifically stated as part of Basic Services. We will also furnish such additional services as you may specifically request in writing.

- a. Prepare and provide one set of sealed working drawings, specifications, and other Contract Documents describing the material and workmanship required for the construction of the Project.
- b. Assist in the solicitation for bids from qualified contractors.
- c. After the bidding process is complete, evaluate the bids received and make a recommendation as to the lowest responsible bidder.
- d. Issue such additional instructions to the Contractor as may be necessary to interpret the approved plans and specifications or to illustrate changes required in the Contractor’s work.
- e. Review shop drawings submitted by the Contractor for general compliance with the approved plans and specifications.

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Engineering Technologies Inc

Mechanical & Electrical Building Solutions

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Innovative. Comprehensive. Proven

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Principals Martin D. Kasl, PE, LEED AP, Mechanical Engineer
Thomas A. Ernst, PE, Electrical Engineer
Daniel L. Thompson, PE, Mechanical Engineer

Derek R Kotschwar, PE, CxA, LEED AP, Mechanical Engineer
Justin L. Veik, PE, LEED AP, Architectural Engineer - Mechanical
Shane M. Hoss, PE, RCDD, Architectural Engineer - Electrical

Principal Emeritus Daniel W. Schinstock, PE, Mechanical Engineer



- f. Provide on-site observation trip(s) during the course of the project, at times deemed necessary by the OWNER. On-site observation is required to observe installation procedures and to help maintain quality control.
- g. When the Contractor completes all the work in accordance with the terms of the Contract, the ENGINEER shall verify that the work done and materials supplied are in general conformance with the plans and specifications, and shall recommend that final payment be issued to the Contractor.

You will be requested to furnish us with computer generated background drawings and full information as to your requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available all pertinent existing data. Energy studies, cost comparisons of different systems, or other similar studies are not included in the Basic Scope of Services.

3. Compensation for Professional Services

Our fee and subsequent billings for our Basic Services will be based on the following:

- A fixed fee of \$8,200, plus reimbursable expenses.

Any additional services not described in this Agreement will be billed at our standard hourly rates and reimbursable rates in effect at time of such services (see attachment for current Standard Billing Rates).

Reimbursable expenses incurred in connection with all Basic and Additional Services will be charged based on actual costs plus 10% for copies; printing; reproductions; meals; lodging; transportation; and postage and handling (see attachment for Standard Reimbursable Expense Charges).

We will bill you monthly for Basic and Additional Services and reimbursable expenses. The above financial arrangements are based on prompt payment of our bills and the orderly and continuous progress of the Project through completion.

Payments are due and payable in full thirty (30) days from the date of our invoice. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after the billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

We would expect to start our services promptly after receipt of your acceptance of this proposal and to complete our services within a mutually agreed upon time frame.

If, during the term of this Agreement, the scope of services is modified or circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the Client of the changed conditions necessitating renegotiation, and the ENGINEER and the Client shall promptly and in good faith enter into renegotiation of this Agreement.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation or schedule, taking into consideration the impact of such delay.



Upon request by the Client, the ENGINEER shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the Client’s consultants or contractors. The ENGINEER shall be compensated for these services as “Additional Services”, as well as any for services required to modify and coordinate the construction documents prepared by the ENGINEER with those of the Client’s consultants. The ENGINEER also shall be entitled to adjustment(s) in schedule caused by this additional effort. Only one set of sealed construction documents shall be provided by the ENGINEER. The Client agrees that the ENGINEER shall not be responsible in any way for errors and omissions by others in incorporating the proposed recommendations into the construction documents.

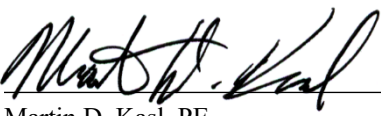
4. Liability

Both parties recognize the risks, rewards, and benefits of the Project as they relate to our fee for services. The risks have been allocated such that, to the fullest extent permitted by law, our total liability for any and all injuries, claims, losses, expenses, damages, or claims expenses arising out of this agreement from any cause(s), shall not exceed the total amount of our design fees. Such causes include, but are not limited to, our negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Client confirms that neither Engineering Technologies, Inc. nor any of Engineering Technologies, Inc.’s sub-consultants or sub-contractors owes a fiduciary responsibility to Client or Owner. Client also confirms that Owner has so agreed in Owner’s agreement with Client.

This proposal and all attachments represent the entire understanding between you and Engineering Technologies, Inc., with respect to the Project and may only be modified in writing signed by both parties. **If this proposal satisfactorily sets forth your understanding of our agreement, please sign and date the enclosed copies on the appropriate line. Return one (1) copy to this office as our notice to proceed and keep the remaining copy for your files.**

Sincerely,

By:  _____
 Martin D. Kasl, PE
 Principal
 Engineering Technologies, Inc.

Accepted by: _____
 Adrian Allen
 for Sterling Public Schools
 Date: _____

Enclosures



Engineering Technologies, Inc.
2020 STANDARD BILLING RATES

<u>Staff Position</u>	<u>Billing Rate</u>
Principal	\$180.00
Professional Engineer	\$155.00
Engineer I / Senior Designer	\$130.00
Engineer II	\$120.00
Designer I	\$120.00
Designer II	\$110.00
Construction Manager	\$120.00
Engineering Technician I	\$100.00
Engineering Technician II	\$95.00
Engineering Technician III	\$90.00
Administrative Staff.....	\$75.00



Engineering Technologies, Inc.
2020 REIMBURSABLE EXPENSE CHARGES

<u>Expense</u>	<u>Charge</u>
Mileage	Federal Mileage Allowance
Transportation Expense	Actual Cost + 10%
Printing Charges	Actual Cost + 10%
Advertising Charges	Actual Cost + 10%
Consultants	Actual Cost + 5%
Supplies, Miscellaneous, Etc.	Actual Cost + 10%
Black and White Copies/Prints	\$.12/each
Color Copies/Prints	\$.59/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