
City of Grand Island



Tuesday, January 24, 2017 Council Session Packet

City Council:

Linna Dee Donaldson
Michelle Fitzke
Chuck Haase
Julie Hehnke
Jeremy Jones
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Roger Steele
Mark Stelk

Mayor:

Jeremy L. Jensen

City Administrator:

Marlan Ferguson

City Clerk:

RaNae Edwards

7:00 PM
Council Chambers - City Hall
100 East 1st Street

Call to Order

This is an open meeting of the Grand Island City Council. The City of Grand Island abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed in the back of this room as required by state law.

The City Council may vote to go into Closed Session on any agenda item as allowed by state law.

Invocation - Pastor Kelly Karges, Trinity United Methodist Church, 511 North Elm Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items form located at the Information Booth. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

This is an opportunity for individuals wishing to provide input on any of tonight's agenda items to reserve time to speak. Please come forward, state your name and address, and the Agenda topic on which you will be speaking.



City of Grand Island

Tuesday, January 24, 2017

Council Session

Item E-1

Public Hearing on Adoption of the Grand Island Zoning Map

Council action will take place under Ordinances item F-3.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: January 24, 2017

Subject: Re-adoption City of Grand Island Zoning Map (C-05-2017GI)

Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

Over the course of the past 20 years the City of Grand Island has periodically readopted the official zoning map for the City. This has been standard practice since the City began using their Geographic Information System (GIS) to manage the zoning map. Prior to the computerized GIS the process of creating the map was onerous enough that the map was rarely, if ever, readopted and amendments were made by taping approved changes on to the official map and noting those changes on a register attached to the map.

Discussion

At the regular meeting of the Regional Planning Commission, held January 4, 2017, the above item was considered following a public hearing.

On April 14, 2015 the Grand Island City Council approved using a map produced from the Hall County GIS as the official zoning map for the City of Grand Island based on the 2004 Comprehensive Plan for the City of Grand Island with all changes to the map as approved through March 31, 2015.

A new map incorporating changes made since the last re-adoption and including other proposed changes has been prepared. This newly revised copy of the map will be printed for official use by Council, staff and the general public upon approval. This hearing is being held for that purpose. This map will also serve to give notice to all parties, that the Grand Island City limits and 2 mile extraterritorial jurisdiction is as shown on the map.

Following some discussion, a motion was made by Rainforth and seconded by Ruge to approve the re-adoption of the Grand Island zoning map.

The motion carried with 9 voting in favor (Apfel, O'Neill, Ruge, Maurer, Robb, Rainforth, Rubio, Sears and Hoggatt) and no members voting no or abstaining.

BACKGROUND:

ZONING CHANGES

The following chart shows the changes that have been approved by the Regional Planning Commission and the Grand Island City Council since March 31, 2015 including proposed changes through December 31, 2016.

Id	Ord	Change	Legal	Case	File_date
1	9536	TA to LLR	N 1/2 NW 1/4, NW 1/4 14-11-10 4311 W 13th St	C-11-2015GI	05-15-2015
6	9571	B2-Ac & Ta to LLR	Lots 1 & 2 Vanosdall 2nd Sub.	C-07-2016GI	01-26-2016
7	9571	B2-AC & B2 to B2-AC	Lot 3 Vanosdall 2nd Sub.	C-07-2016GI	01-26-2016
2	9541	R2 to RO	Lt.222 Pt.221 Pt. Vac.6th St. Belmont Add.	C-14-2015GI	06-23-2015
3	9542	TA and B2 to B2	Stauffer Subdivision 3302 Wildwood Drive	C-19-2015GI	06-23-2015
4	9558	CD to CD Amended	Lts,1,2,3,4,5,6 Outlot A GI Mall 18th Sub	C-24-2015GI	09-22-2015
5	9569	TA to M2	Lt 1, Wilson Sub. NW 1/4 3-11-09	C-05-2016GI	12-22-2015
8	9575	RD to RD Amended	Lot 1 Sterling Estates 6th Sub.	C-10-2016GI	02-23-2016
10	9585	CD to CD Amended	Lot 6 Grand Island Mall 18th Sub.	C-15-2016GI	05-10-2016
9	9579	TA to LLR	Pt. of W 1/2, 35-11-10	C-14-2016GI	03-22-2016
11	9586	R4 to B-1	Pt. of SE 1/4, 01-11-10	C-17-2016GI	05-24-2016
12	9590	B2-AC to RD	Lot 3 Vanosdall 2nd Sub.	C-18-2016GI	06-28-2016
13	9594	RD to RD Amended	Pt. of SE 1/4, 15-11-09	C-24-2016GI	07-26-2016
14	9597	TA to CD	Pt. of NW 1/4, 36-11-10	C-30-2016GI	08-23-2016
15	9597	TA to RO	Pt. of NW 1/4, 36-11-10	C-30-2016GI	08-23-2016
16	9597	TA to B2	Pt. of NW 1/4, 36-11-10	C-30-2016GI	08-23-2016
17	9598	TA to B2 and RO	Pt. of NW 1/4, 36-11-10	C-31-2016GI	08-23-2016

The changes shown on this chart are represented on the new version of the Grand Island Zoning map. A map delineating the location of these changes is attached.

ANNEXATIONS

The following areas approved for annexation by the Grand Island City Council between March 31, 2015 and December 31, 2016. See Attached Map.

Id	Ord	Date	Location
1	9536	05-12-2015	GI Acres Sub.
2	9544	07-28-2015	Stauffer Sub.
3	9600	09-27-2016	Caldwell Sub.

No changes to the Grand Island Extraterritorial Jurisdiction were made due to these annexations.

OTHER PROPOSED CHANGES

Zoning Districts are not always changed as incremental changes are made to street alignments and lot layout within subdivisions. Changes are not always made as annexation occurs. It is appropriate to occasionally consider changing zoning on properties to more accurately reflect the

surrounding area. The Planning Commission reviewed a map of some proposed changes suggested by Staff at their meeting on November 2, 2016. The Commission recommended that staff bring forward these changes for consideration while adopting a new zoning map for the City of Grand Island.

Staff is suggesting the 26 changes shown in the table below. A map is included with this recommendation that identifies the location of each of the proposed changes. Also included is an area specific map showing the areas proposed for change and the future land use map for that same area. All of the proposed changes conform to the general layout of the future land use map and the existing surrounding uses. None of the proposed changes will create any non-conforming uses.

The attached Zoning Map shows the new map as it would look if all of the proposed changes are adopted by the Grand Island City Council. The proposed effective date for this map is February 15, 2017.

Proposed Zoning Changes

Area	Current Zoning	Proposed Zoning
1	RO	B2
2	B1	B2
3	B1	B2
4	B1	B2
5	B1	B2
6	TA	R1
7	TA	R2
8	TA	LLR
9	TA	R2
10	RO	B2
12	TA	B2
11	B1 & RO	B2
14	AG2 & TA/Gateway Corridor	M2 & M2/Gateway Corridor
13	TA	LLR
15	AG	TA
16	R2M	LLR
17	TA	LLR
18	TA	LLR
19	TA	R1
20	TA	R2
21	B1	B2
22	TA	B2
23	TA	LLR
24	TA	B2
25	TA	R2
26	TA	M2

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

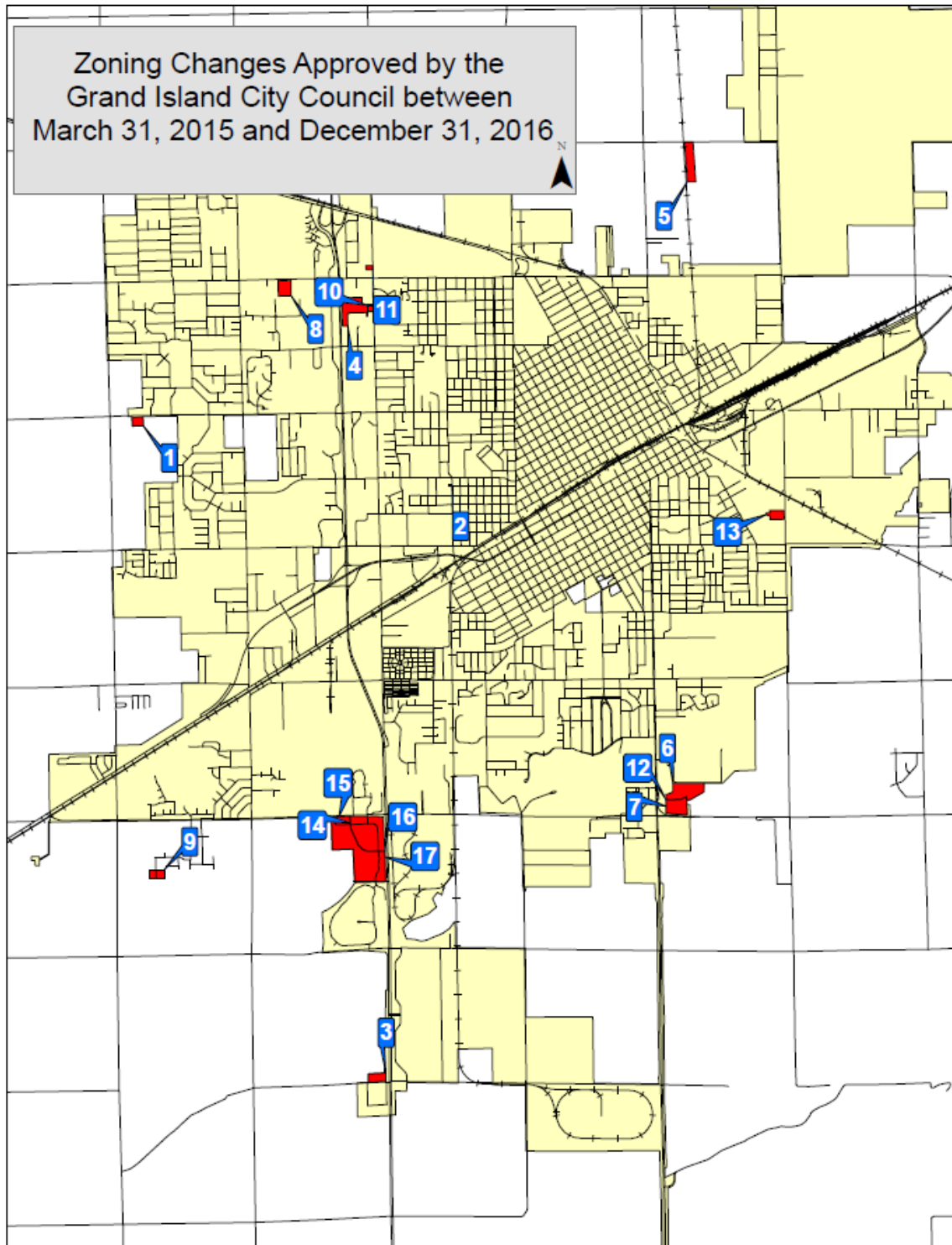
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

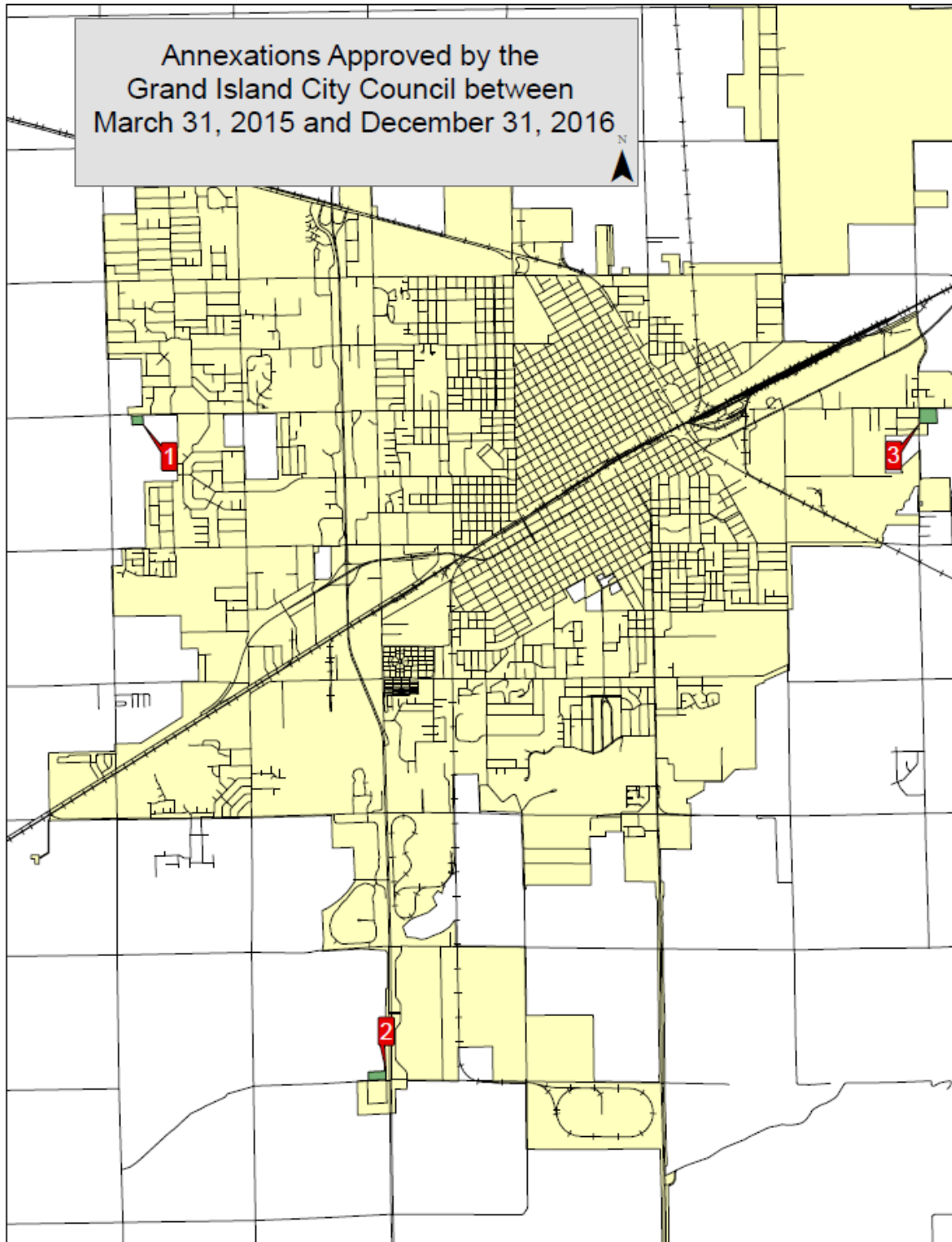
Recommendation

City Administration recommends that the Council approve the proposed changes as presented.

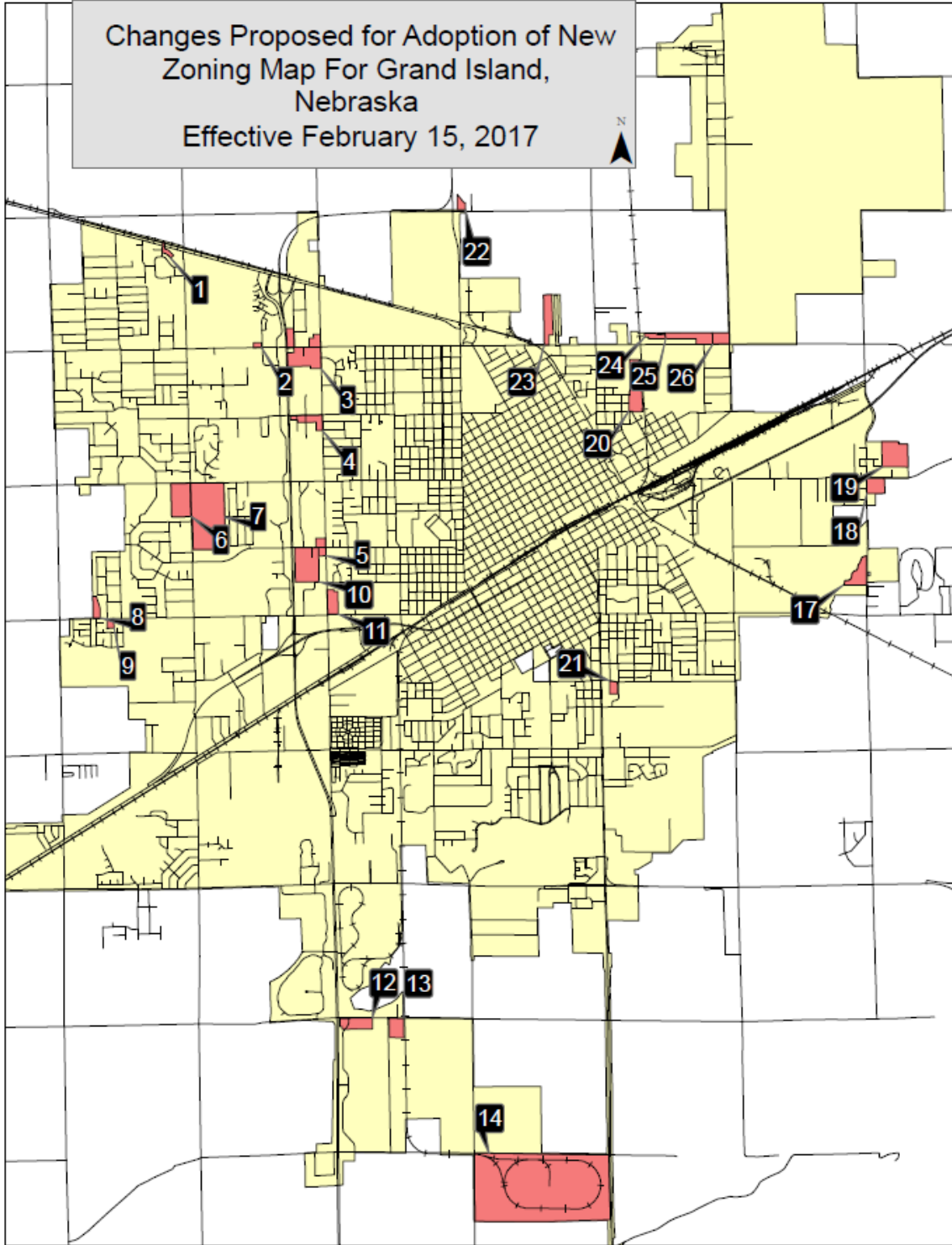
Sample Motion

Move to approve as recommended.

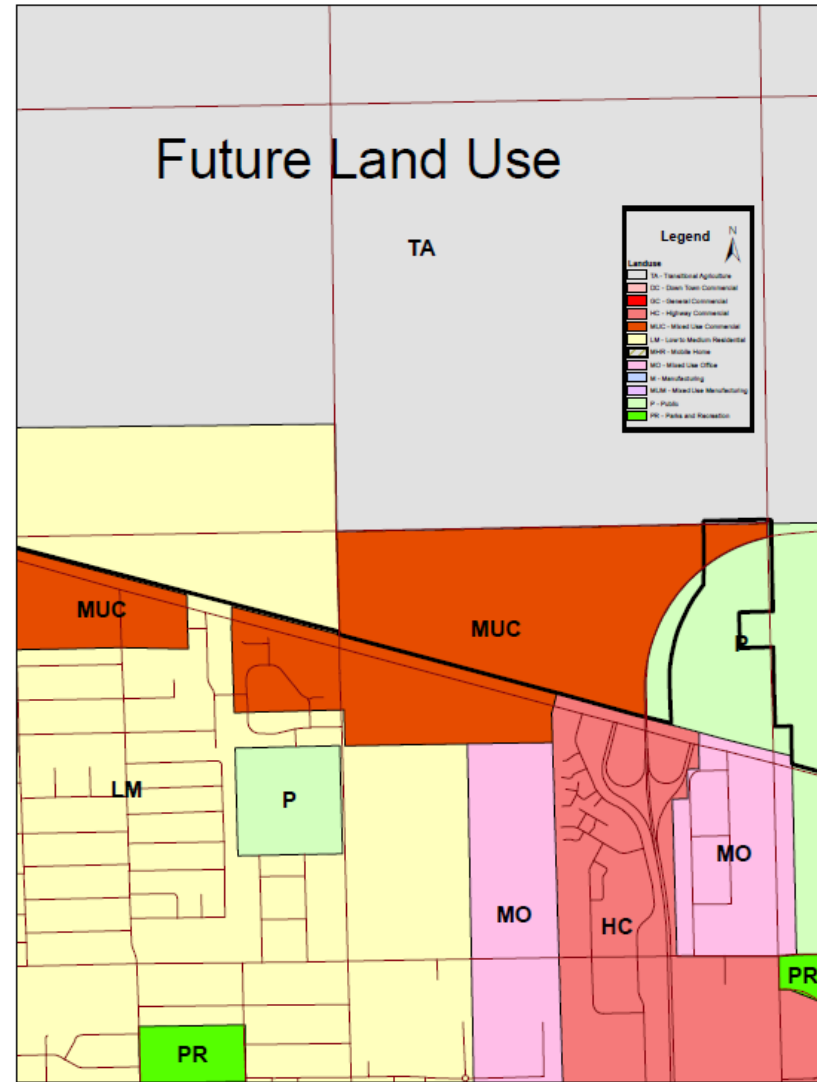
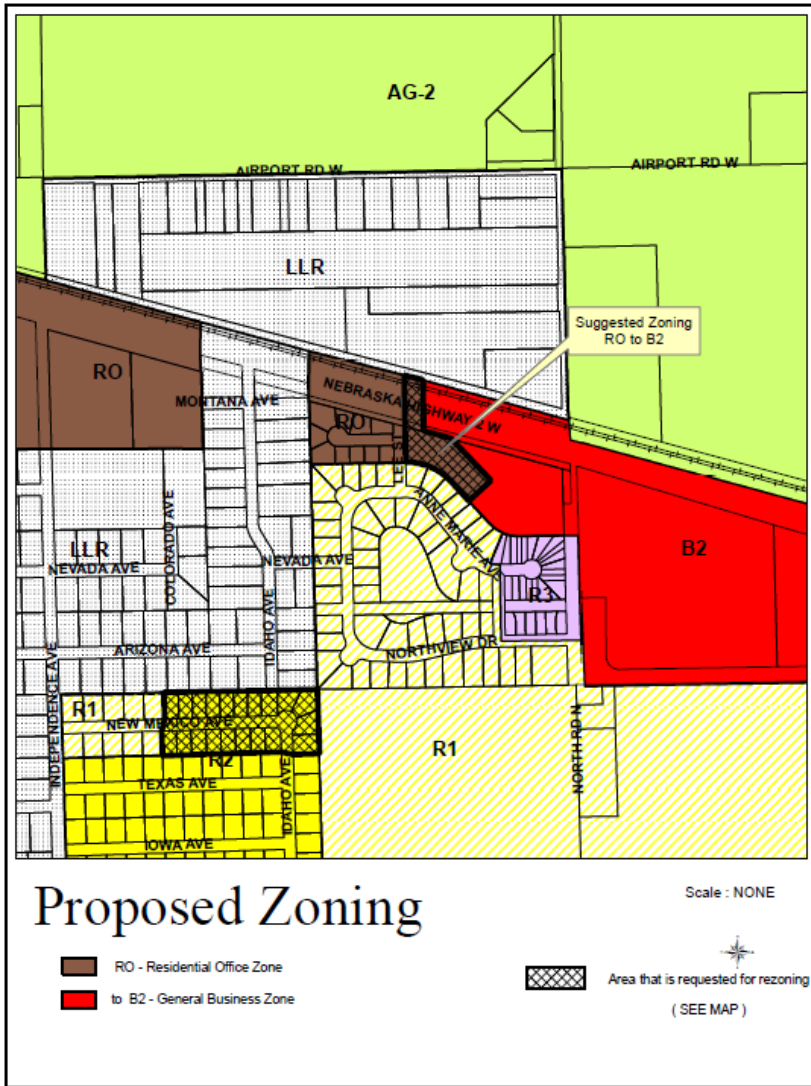




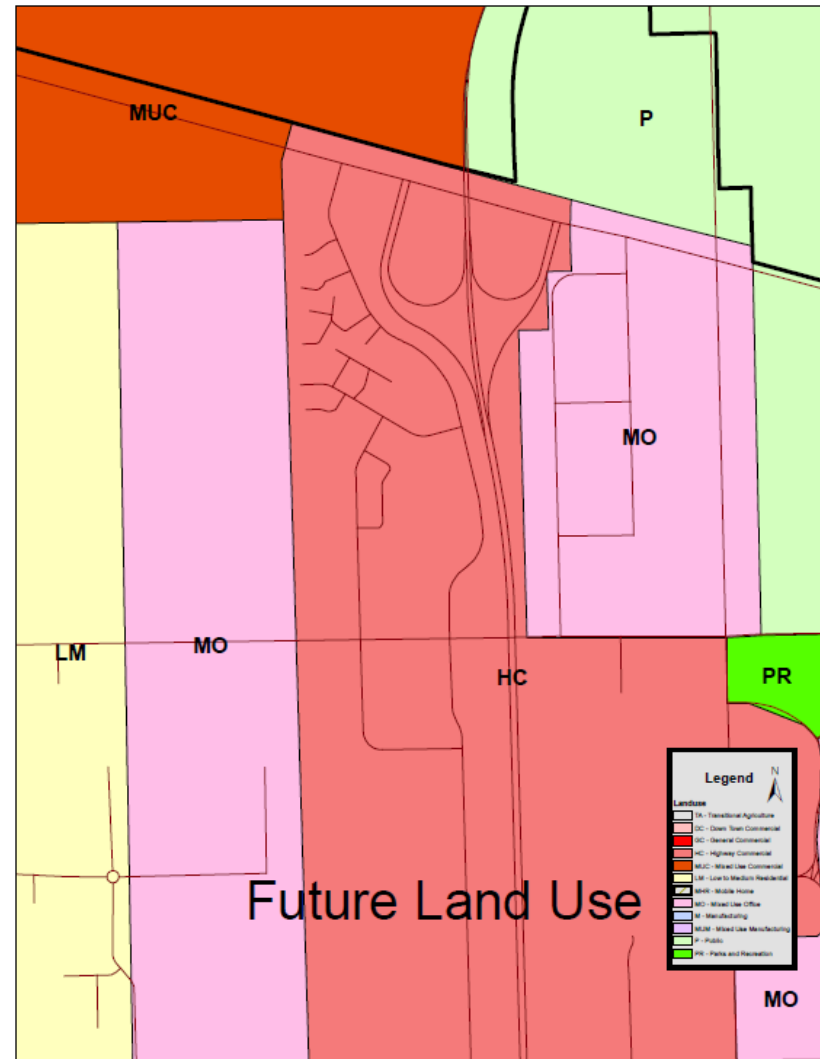
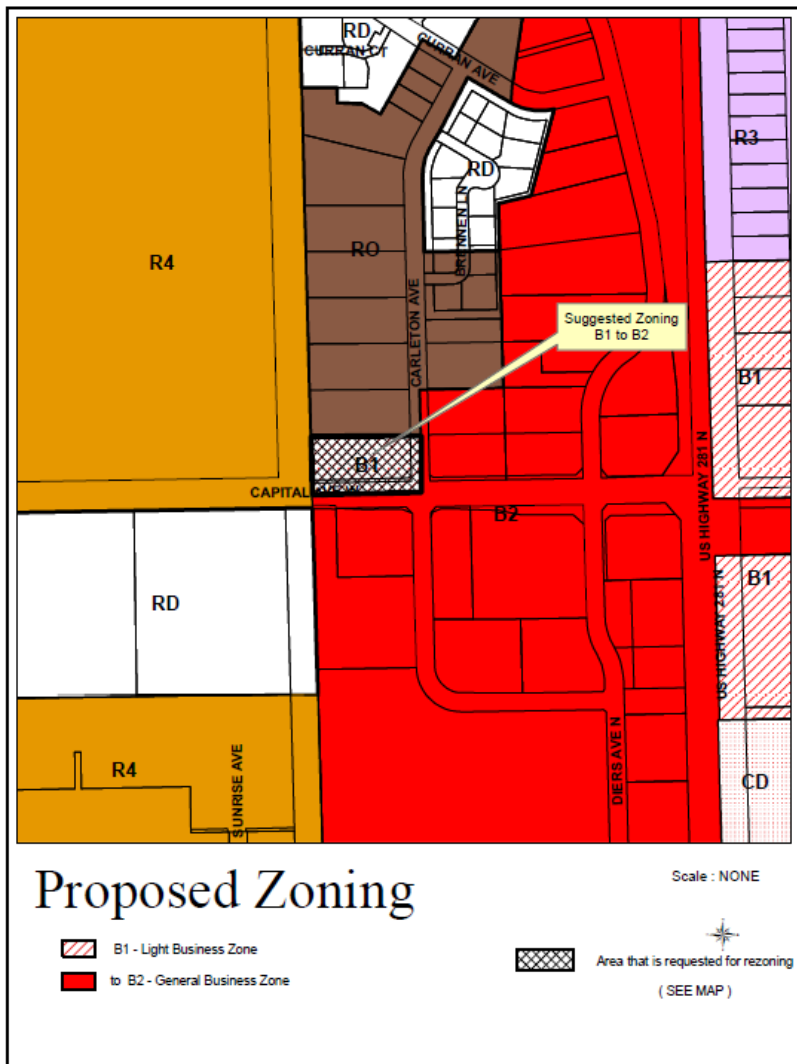
Changes Proposed for Adoption of New
Zoning Map For Grand Island,
Nebraska
Effective February 15, 2017



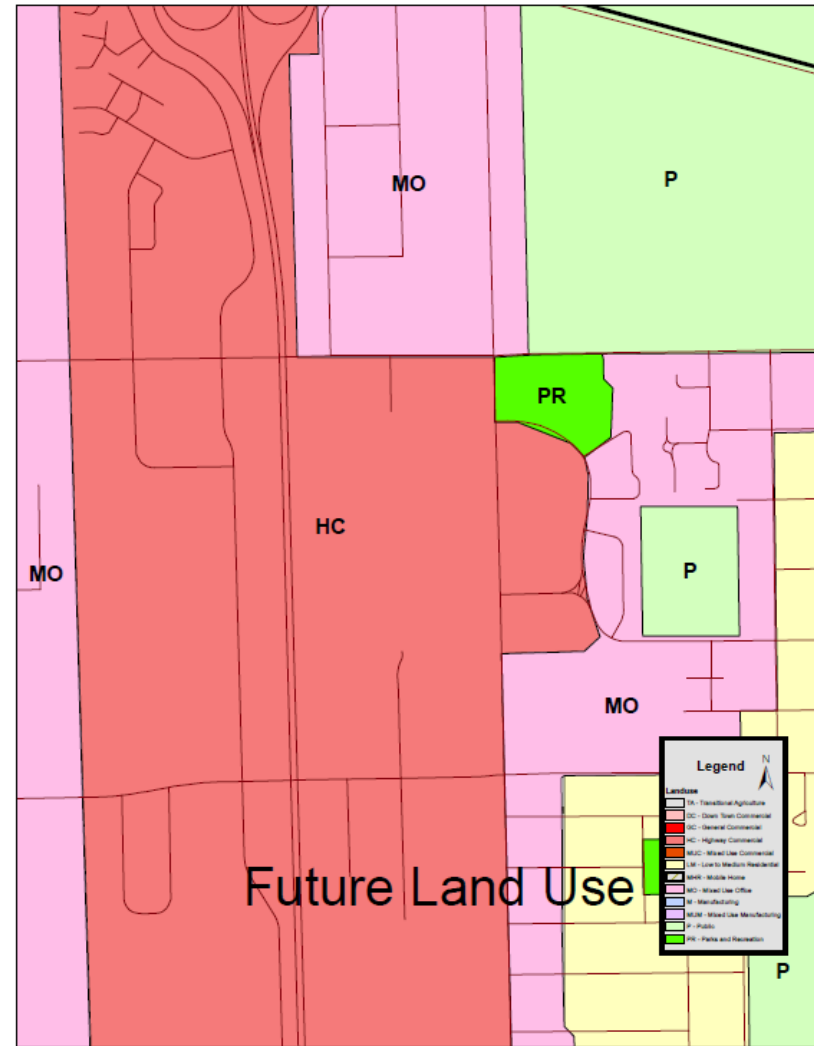
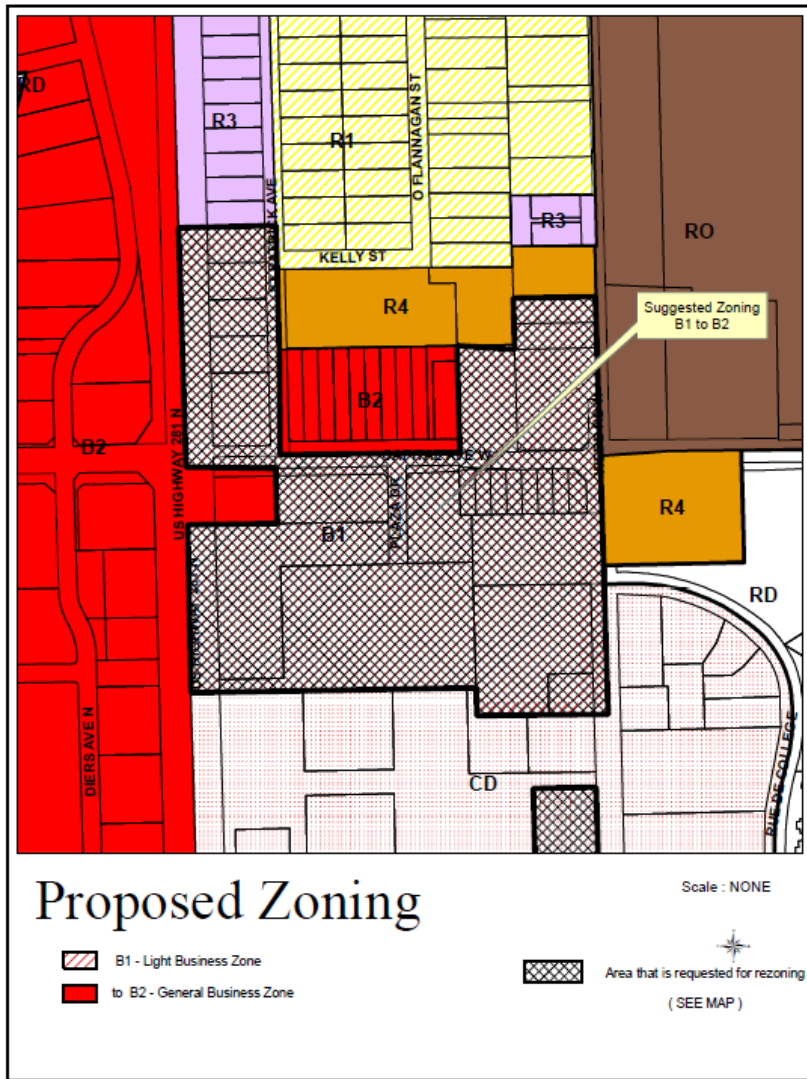
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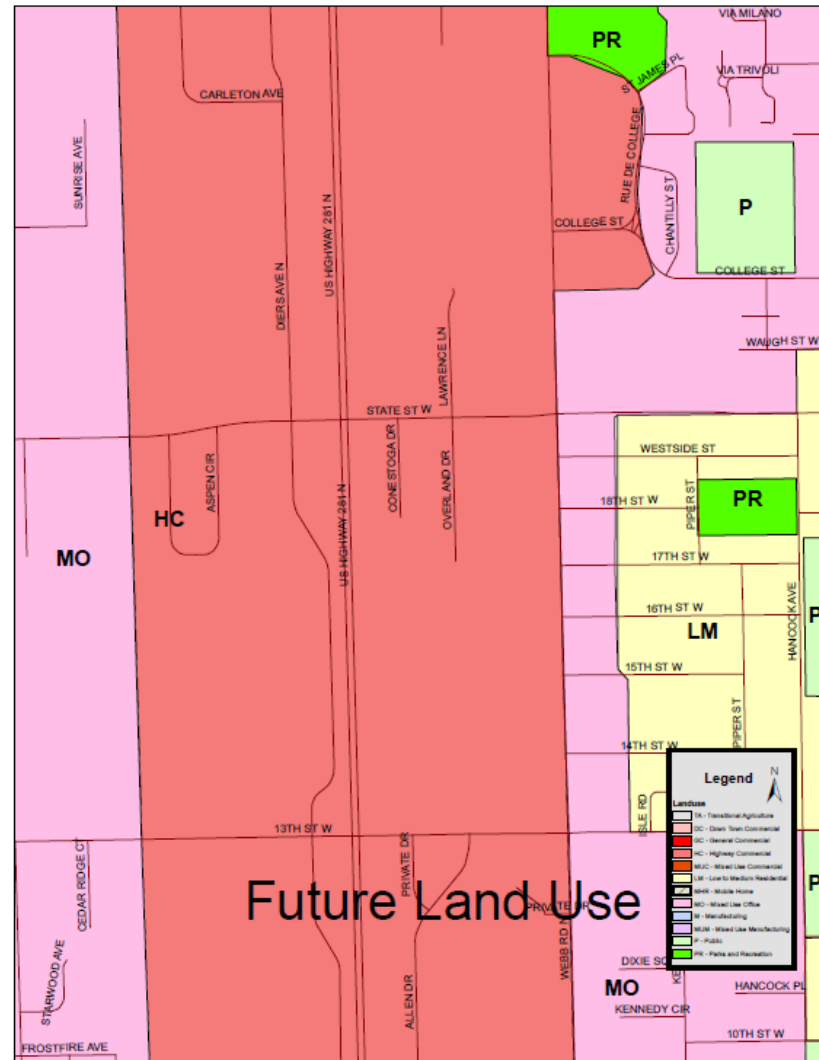
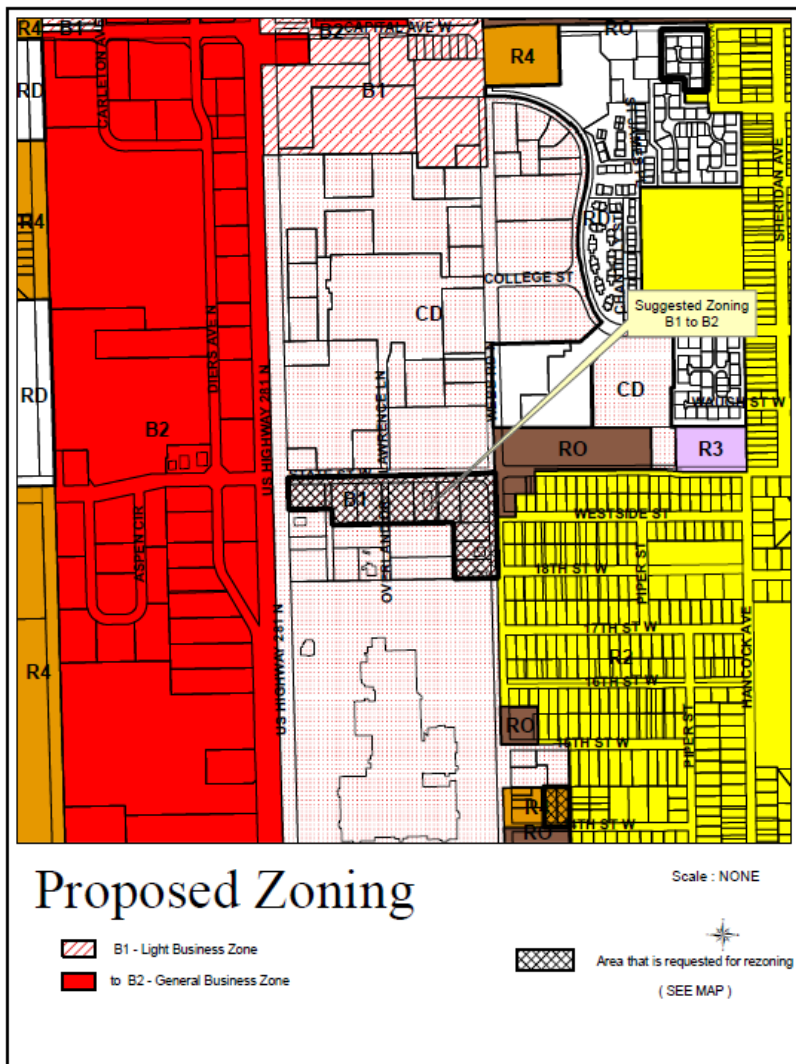
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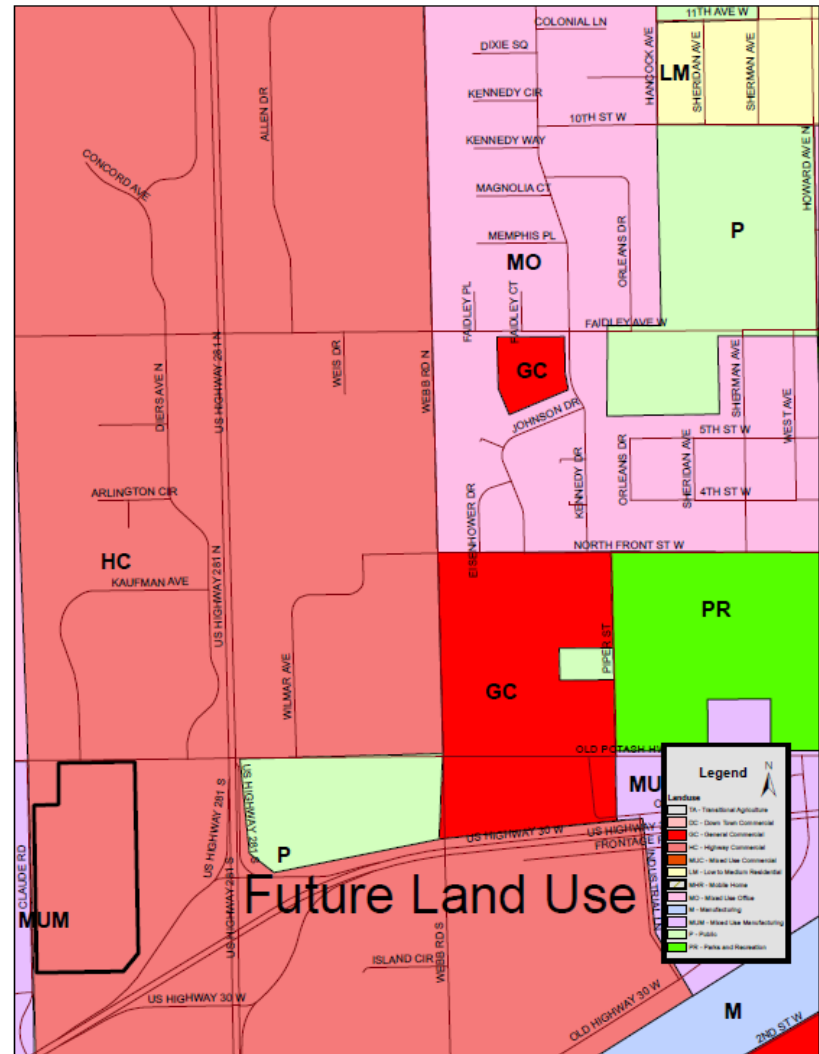
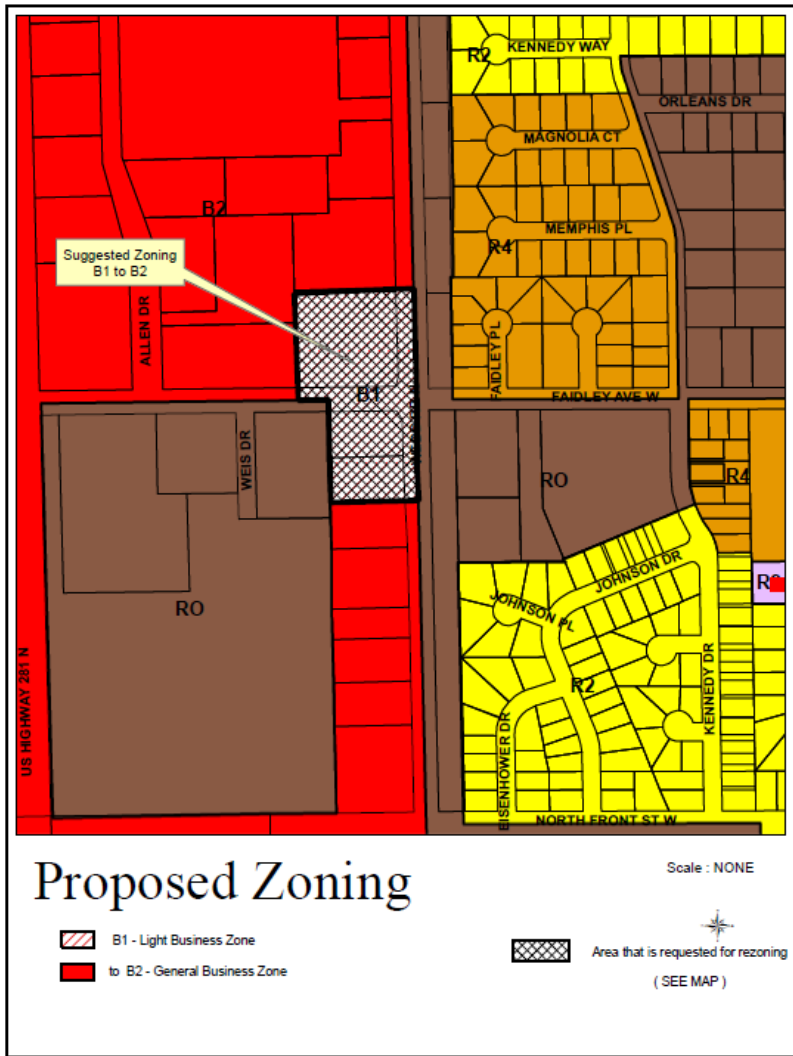
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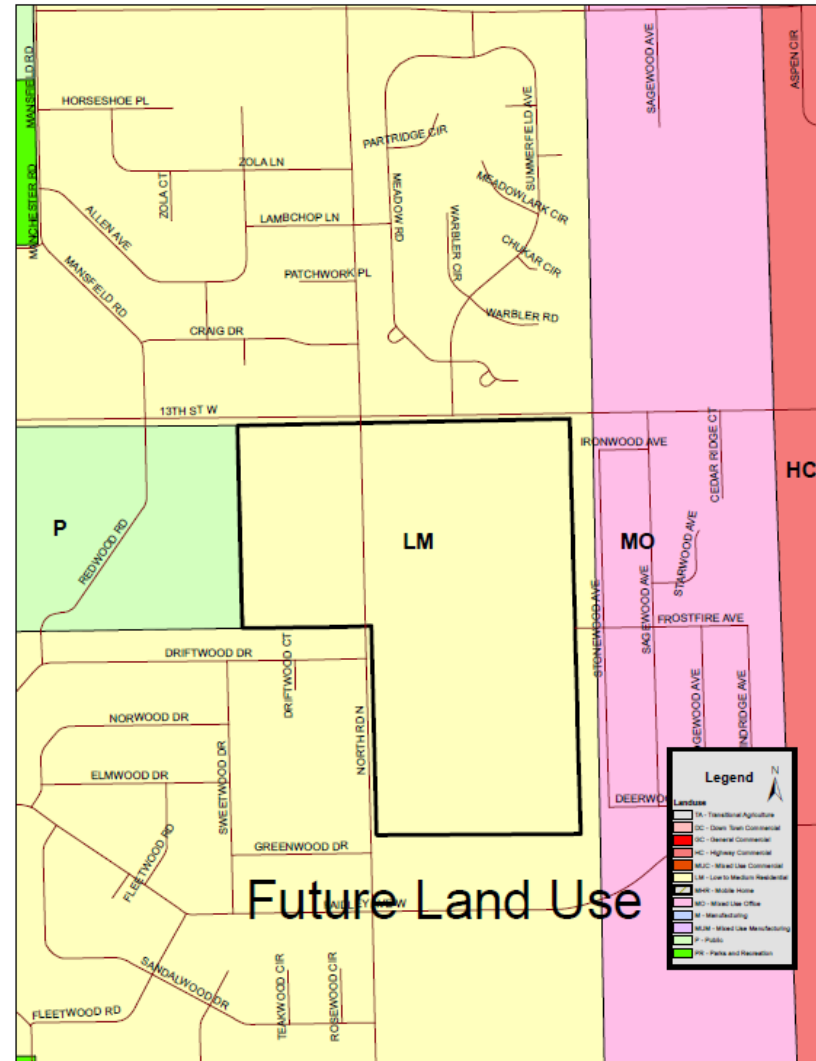
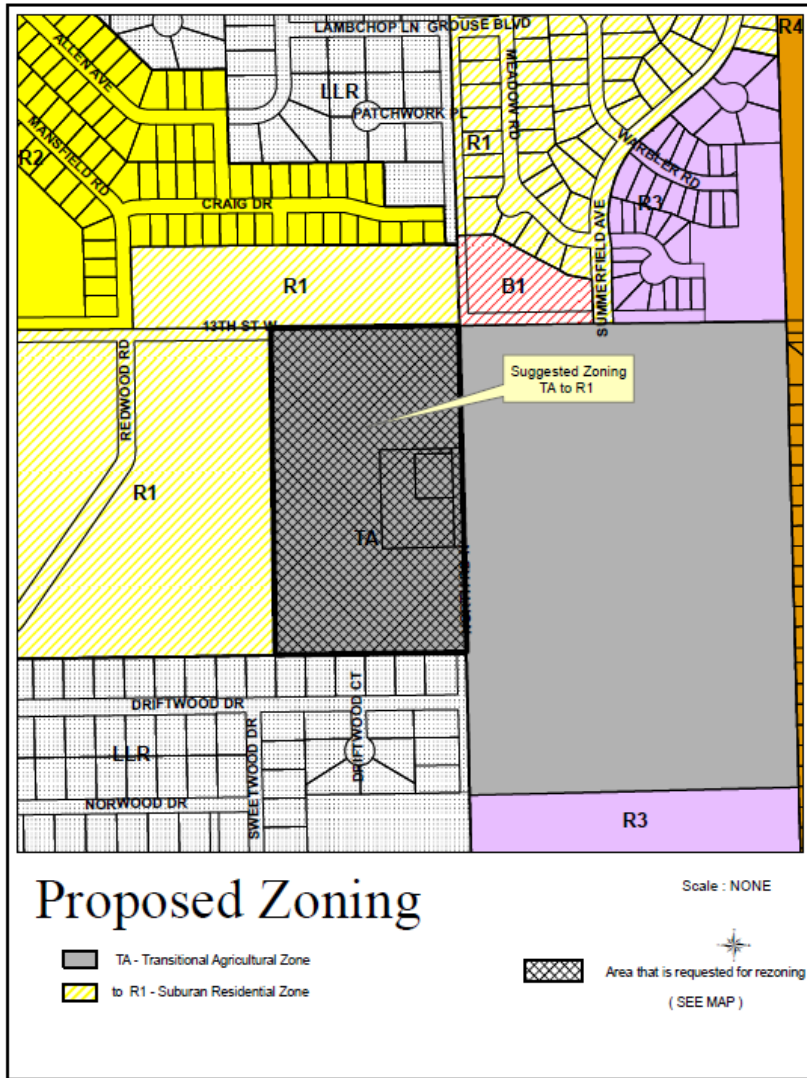
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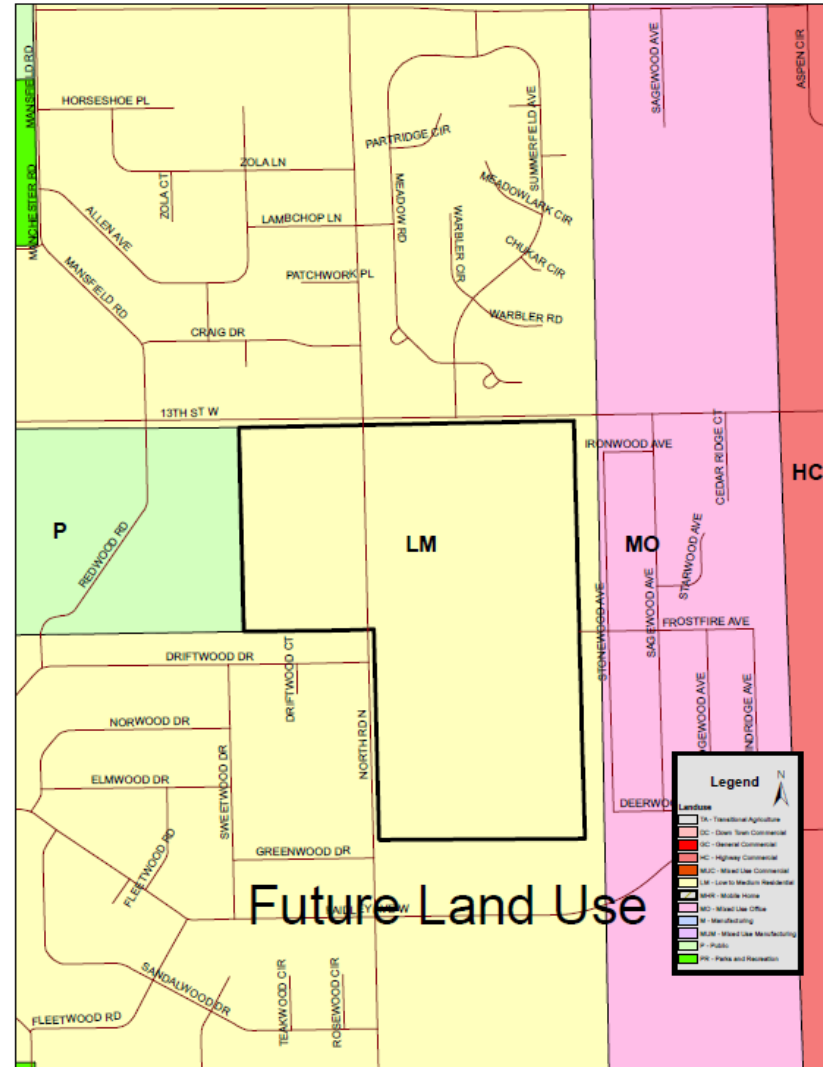
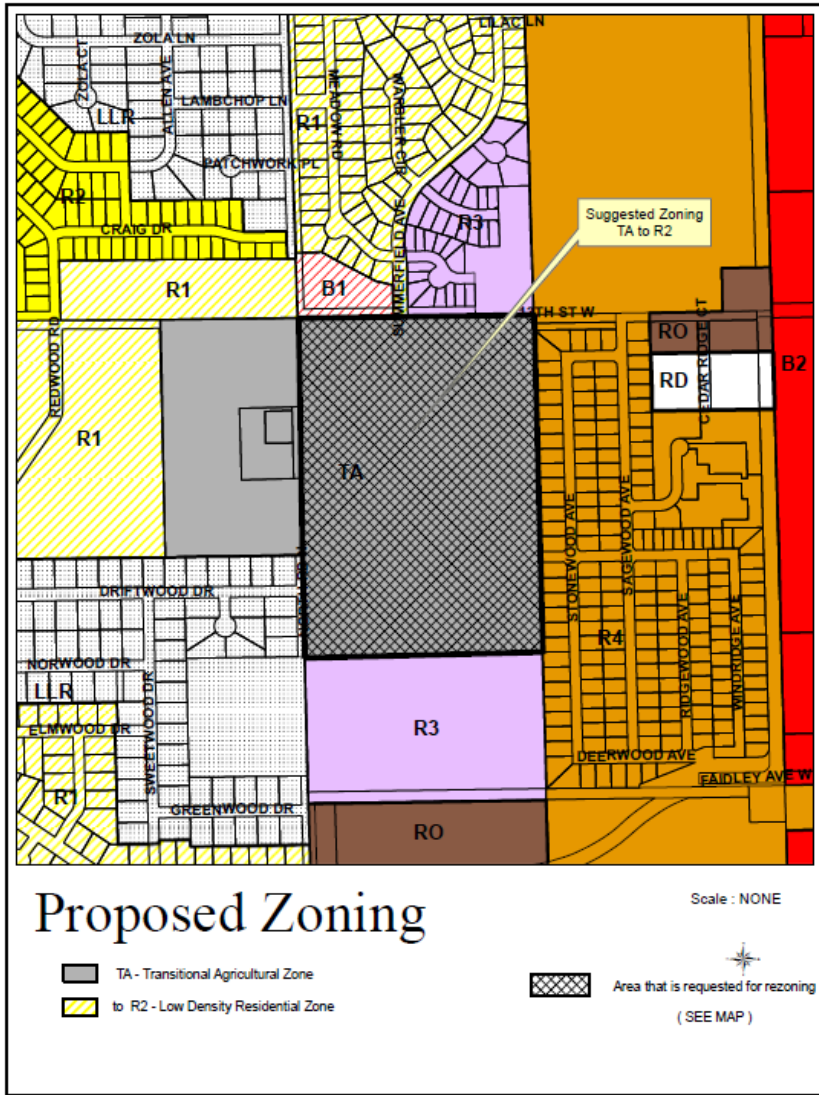
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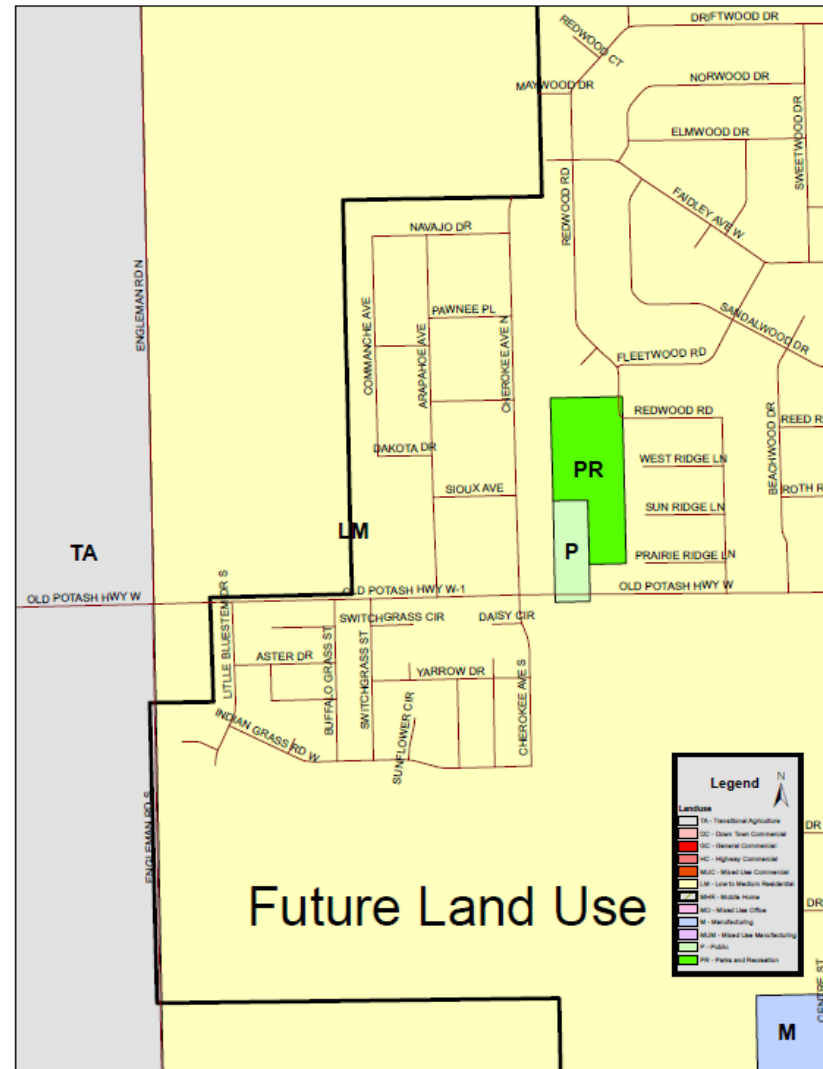
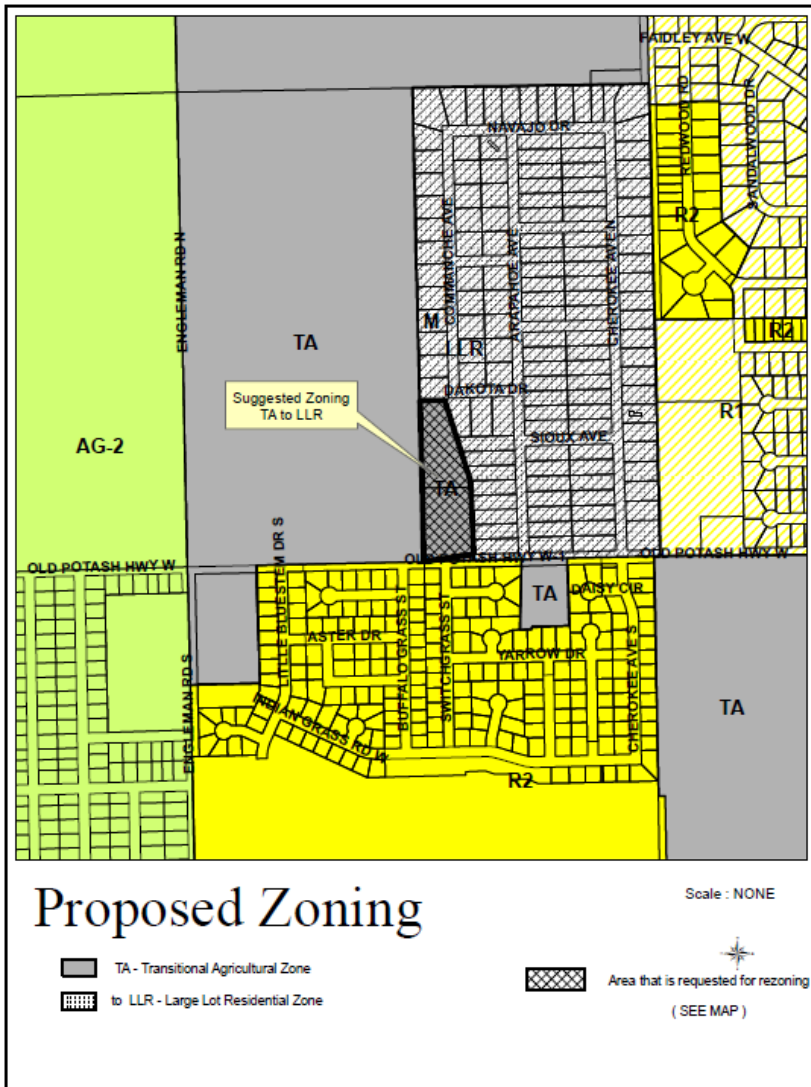
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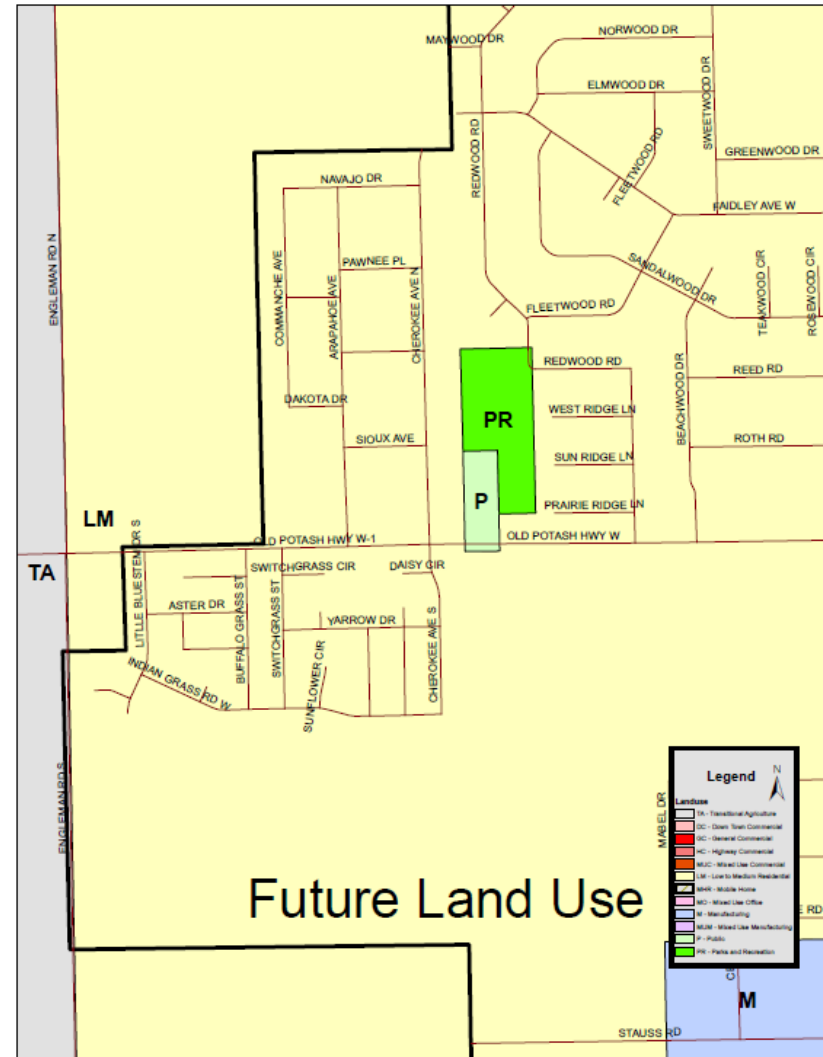
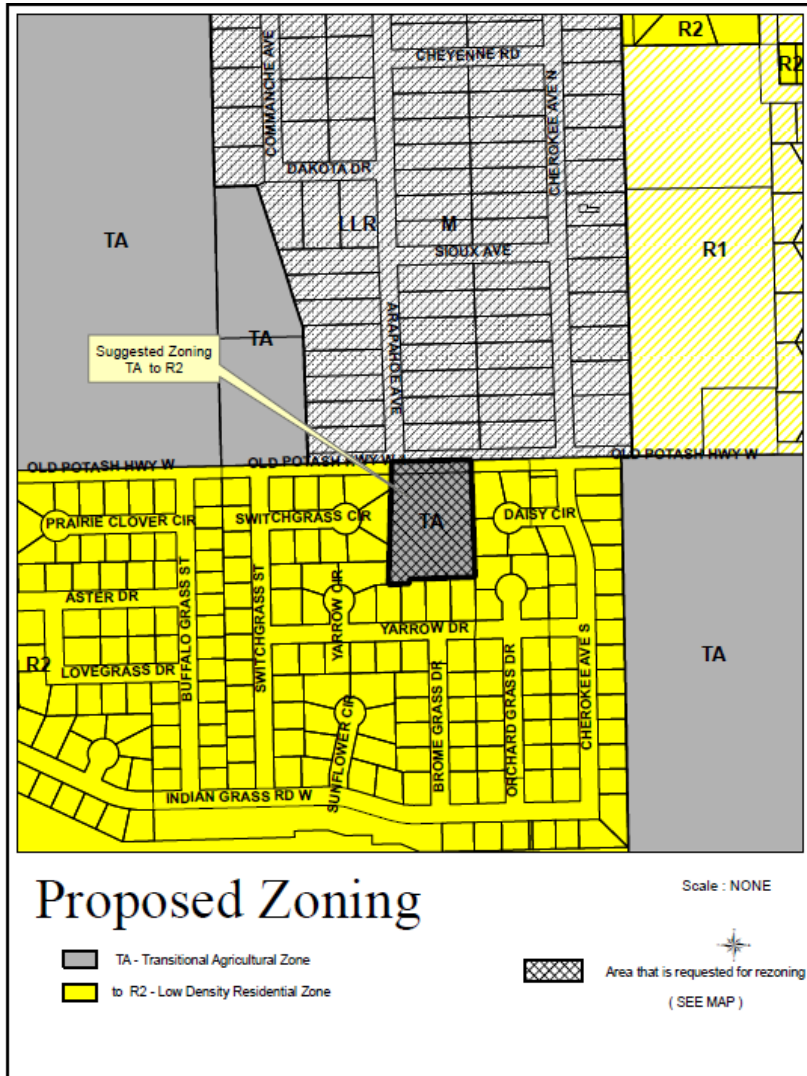
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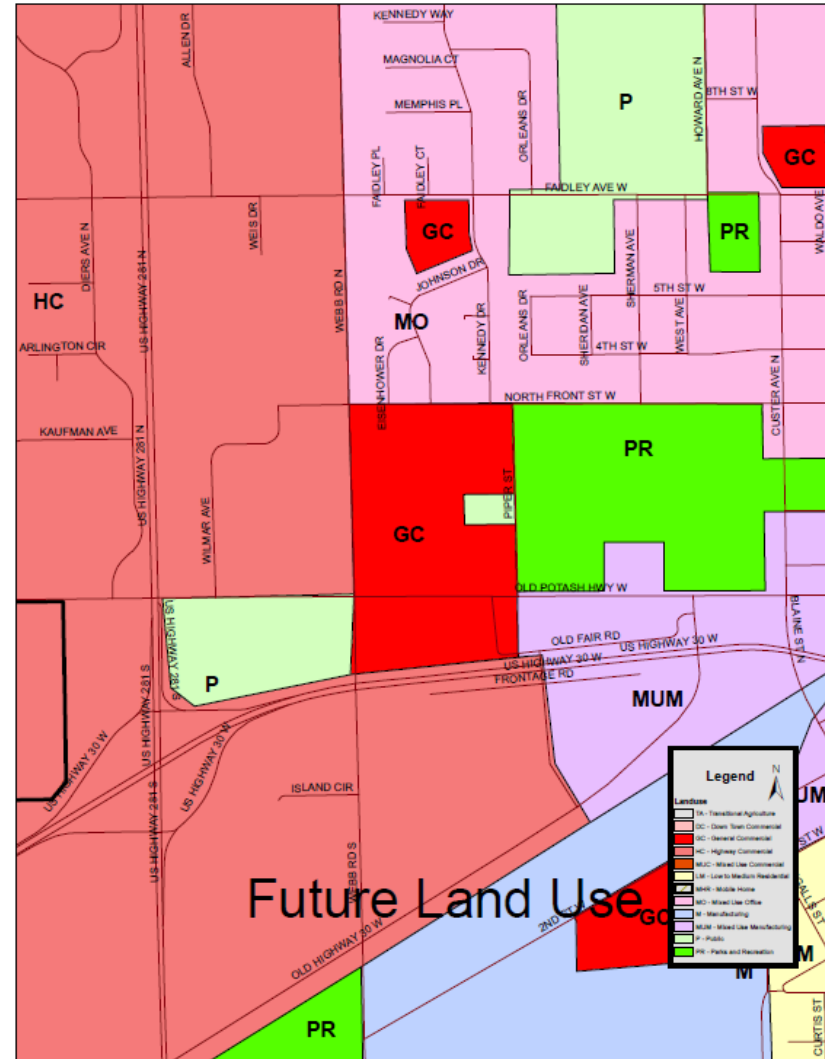
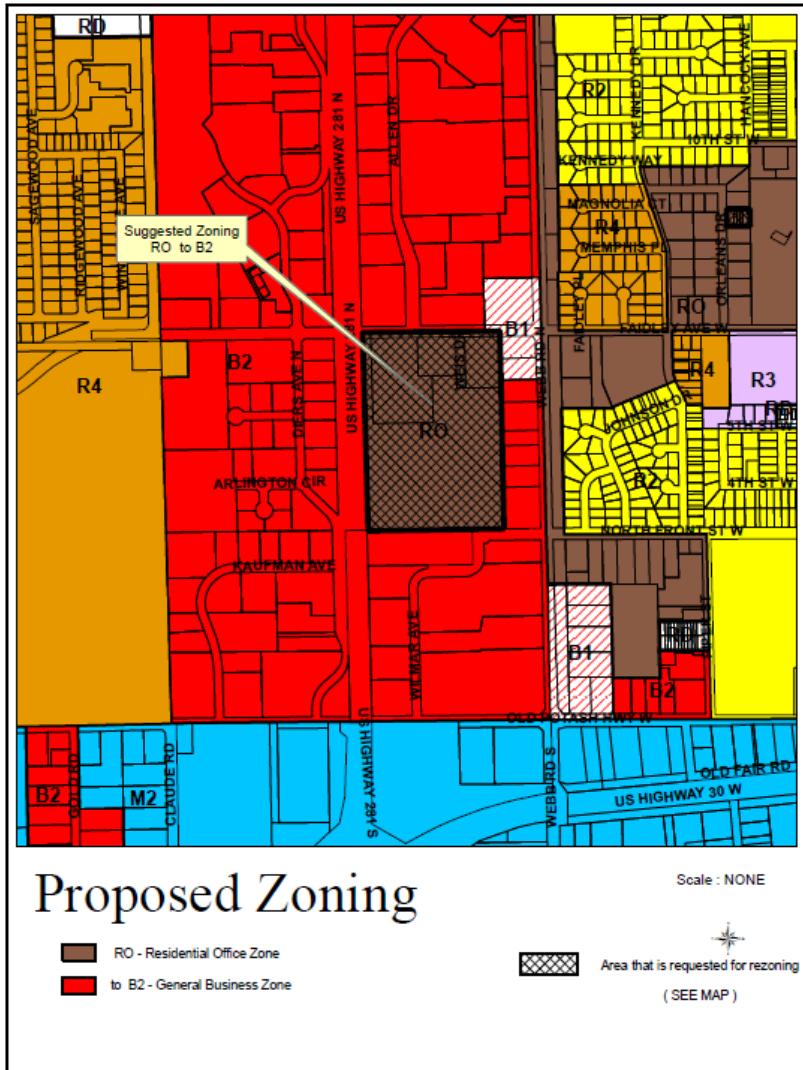
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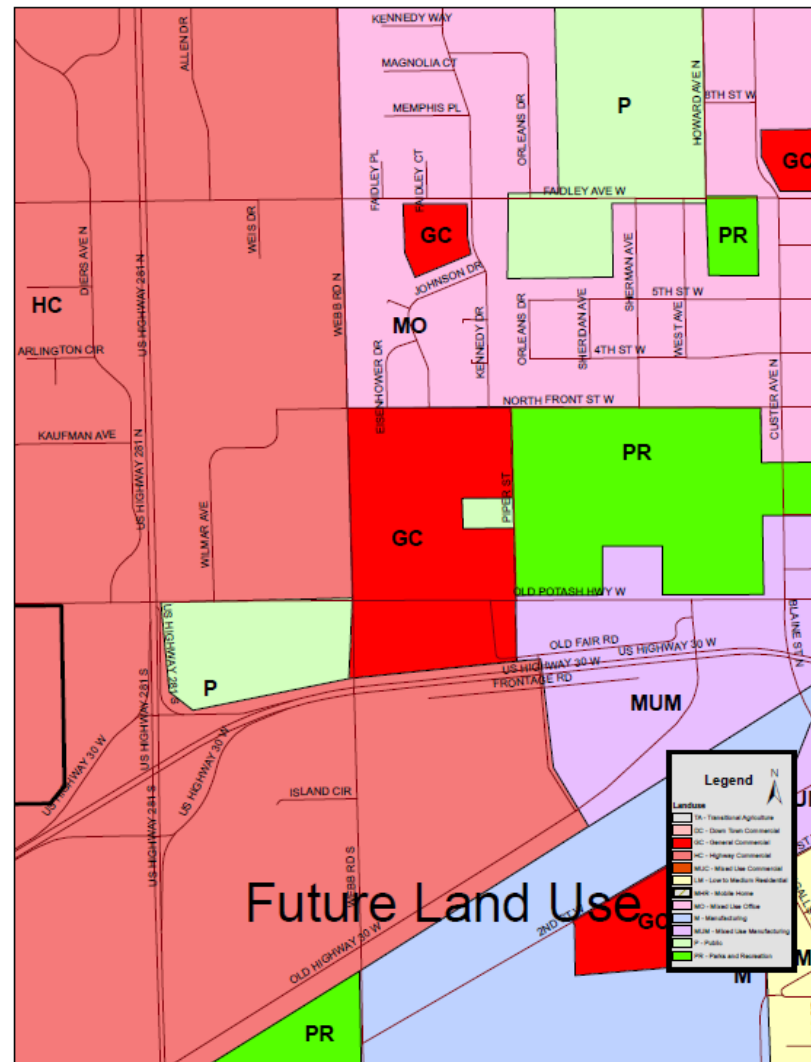
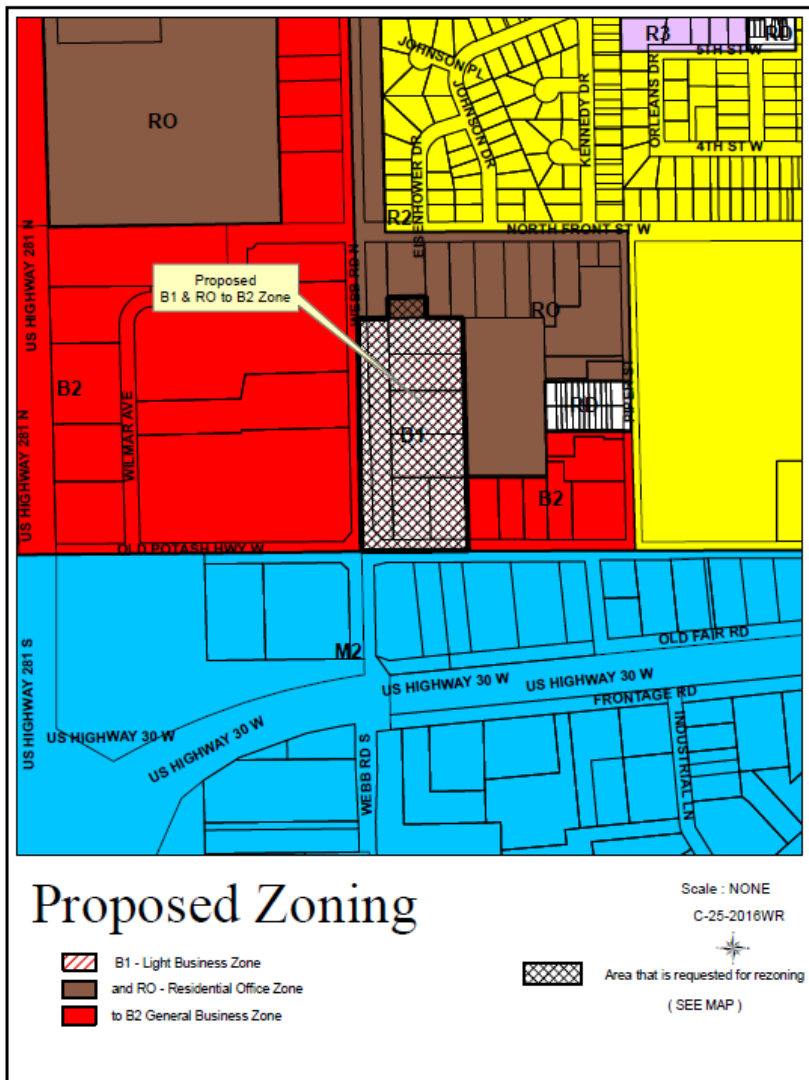
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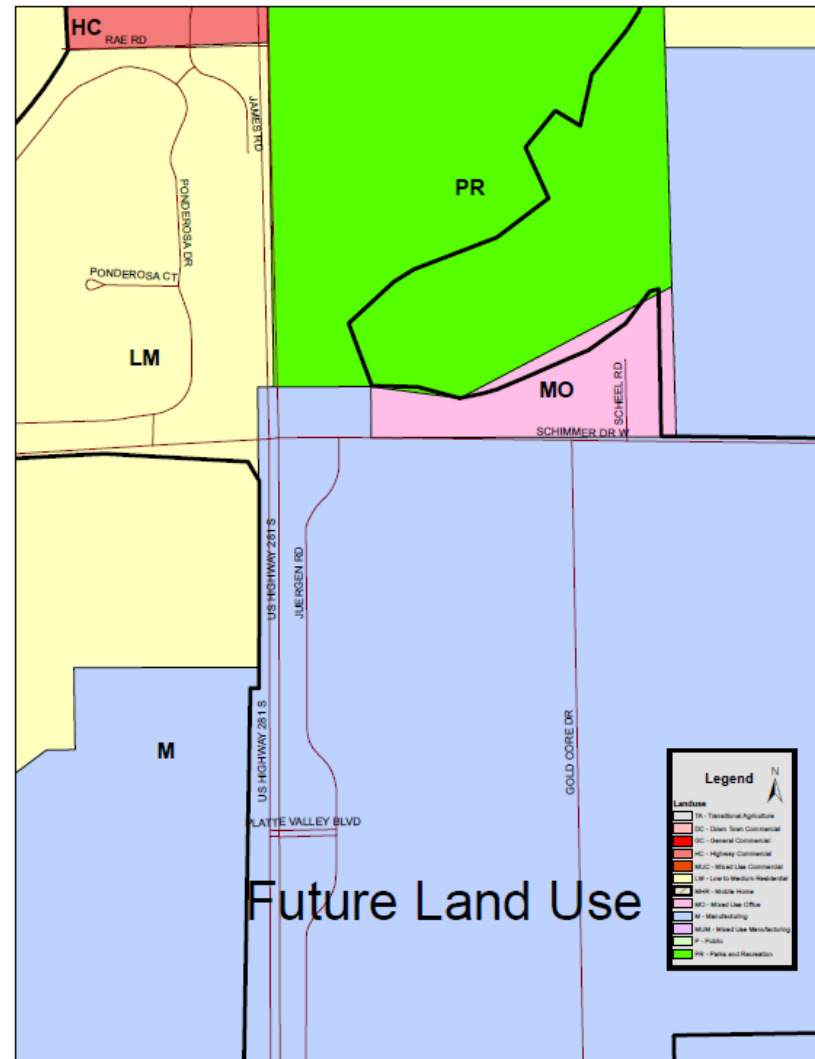
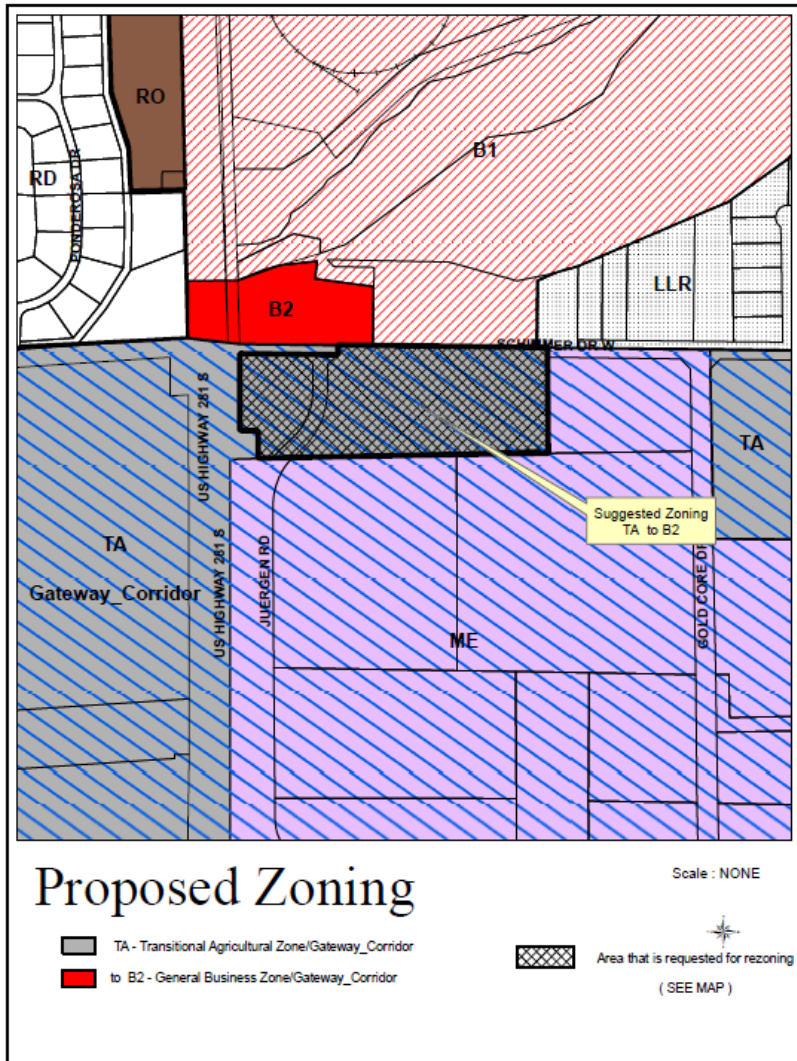
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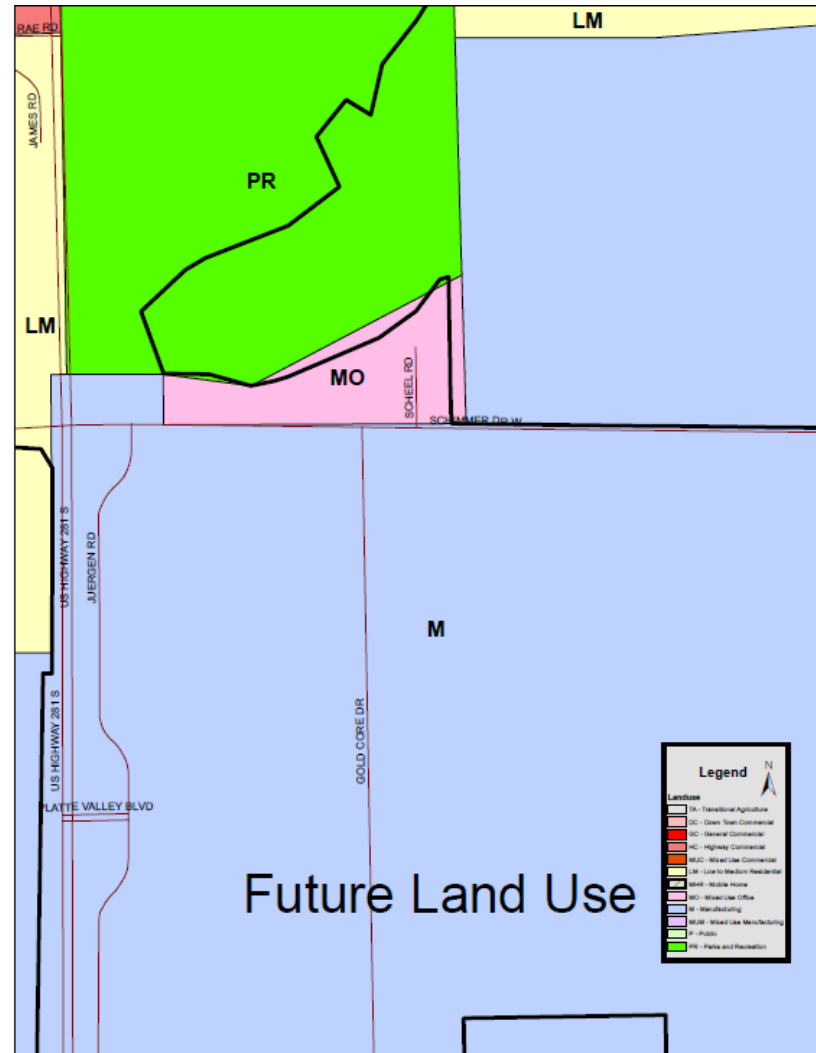
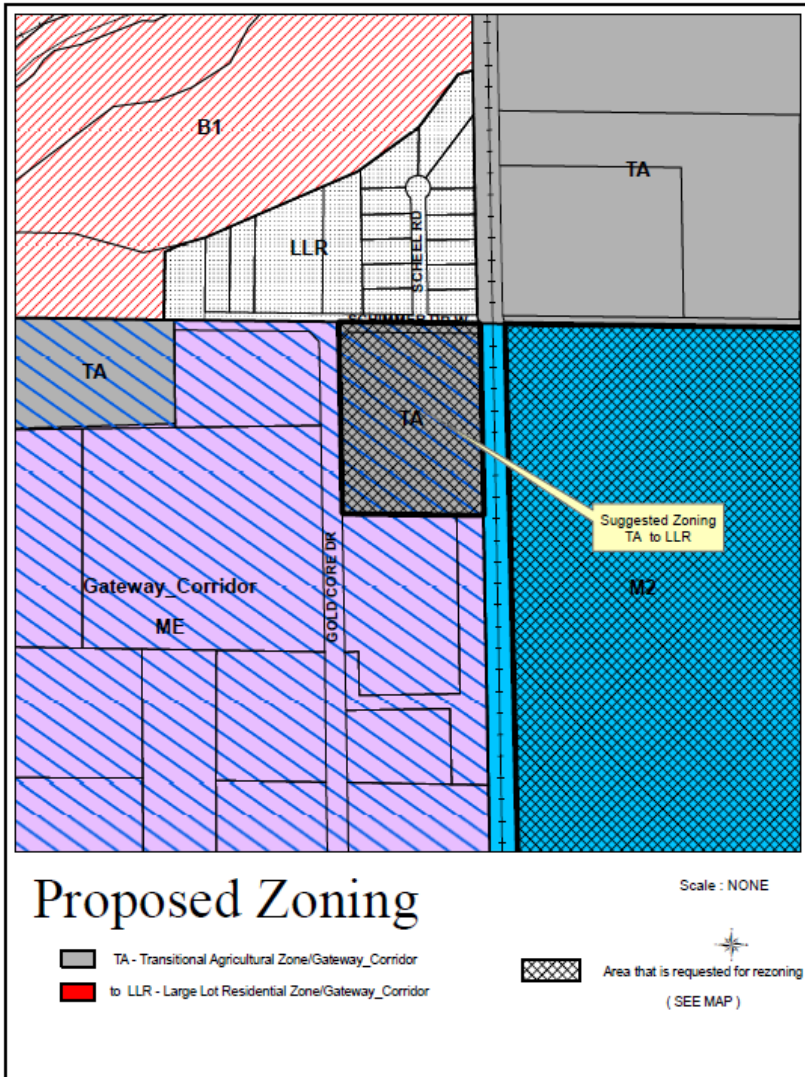
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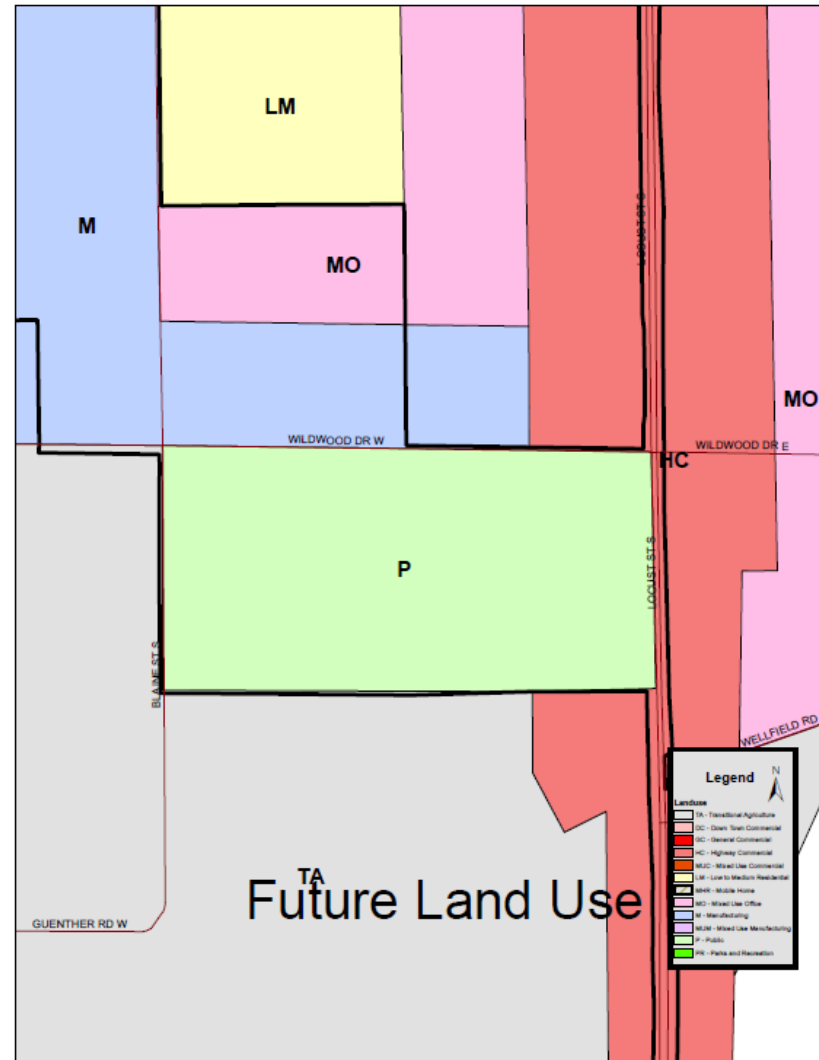
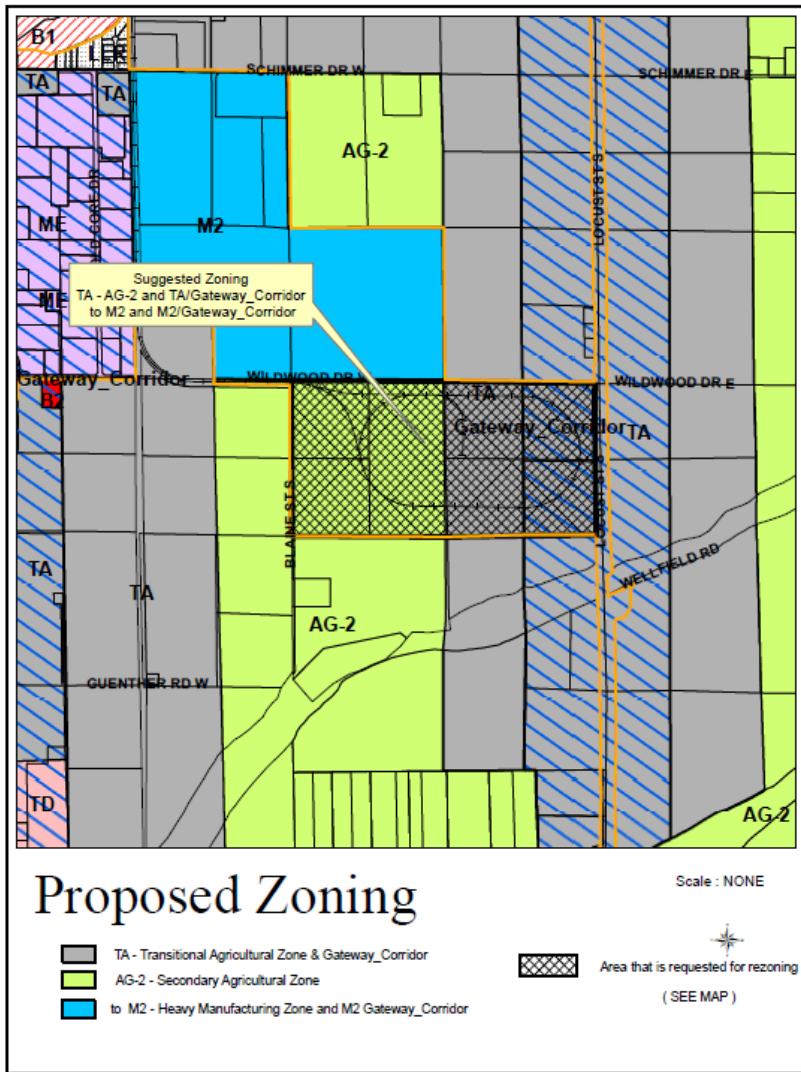
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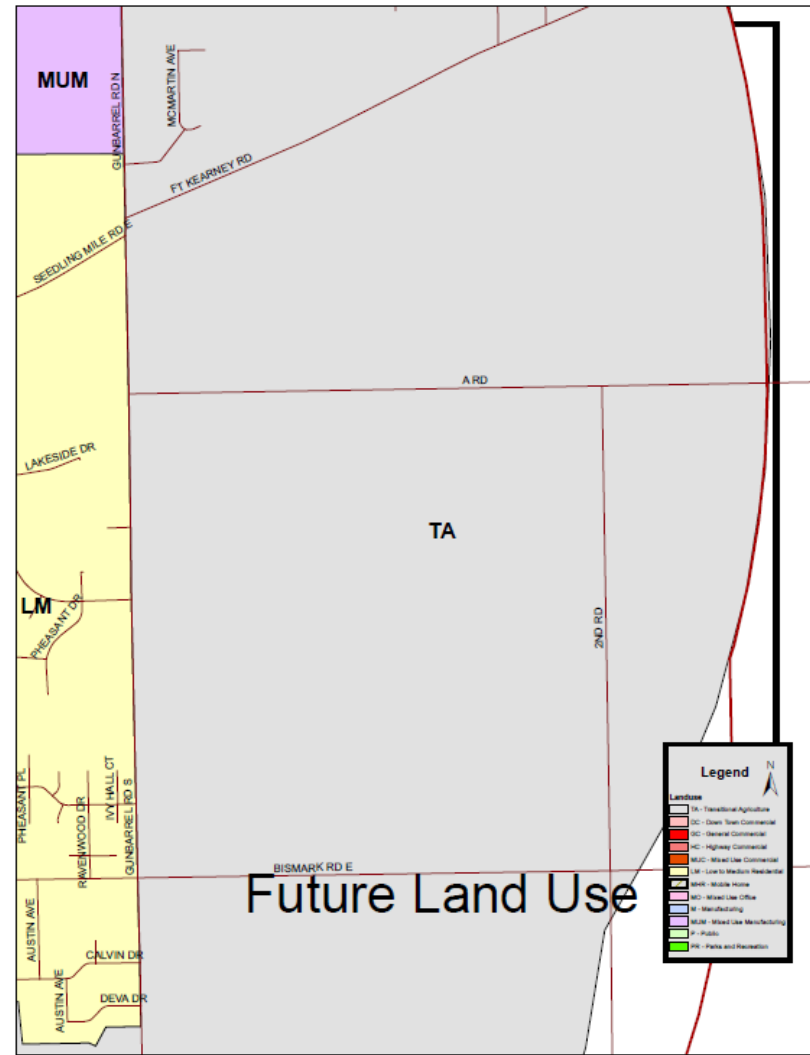
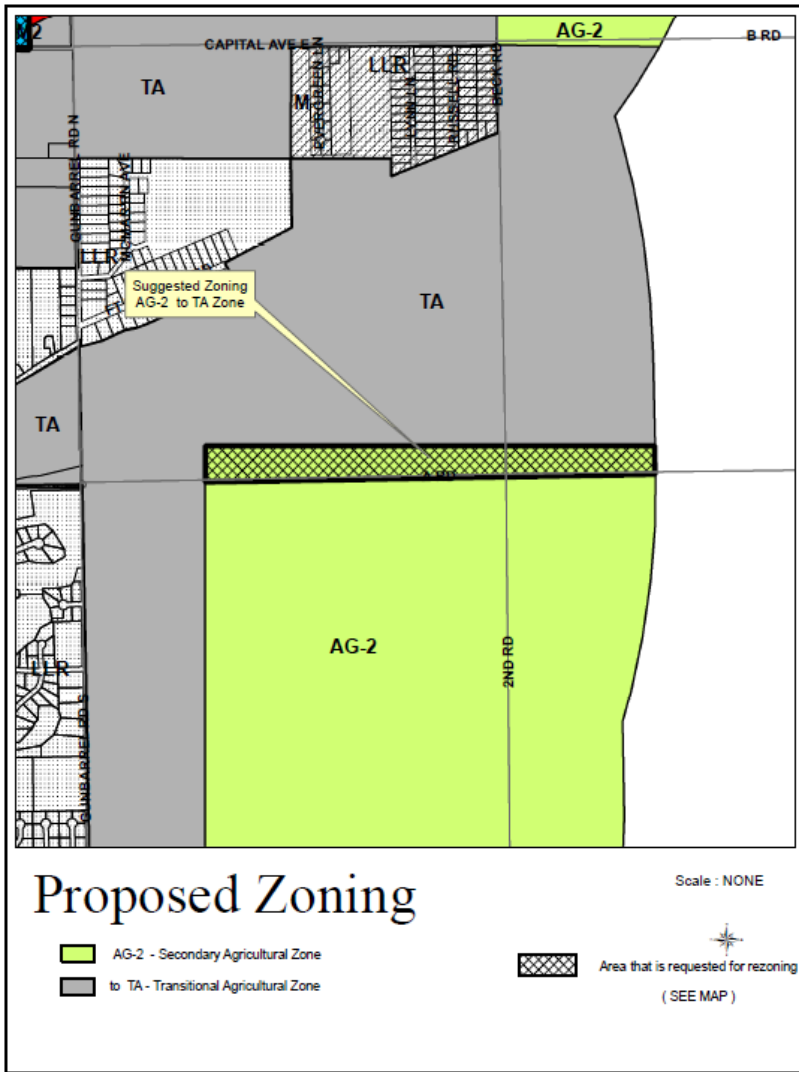
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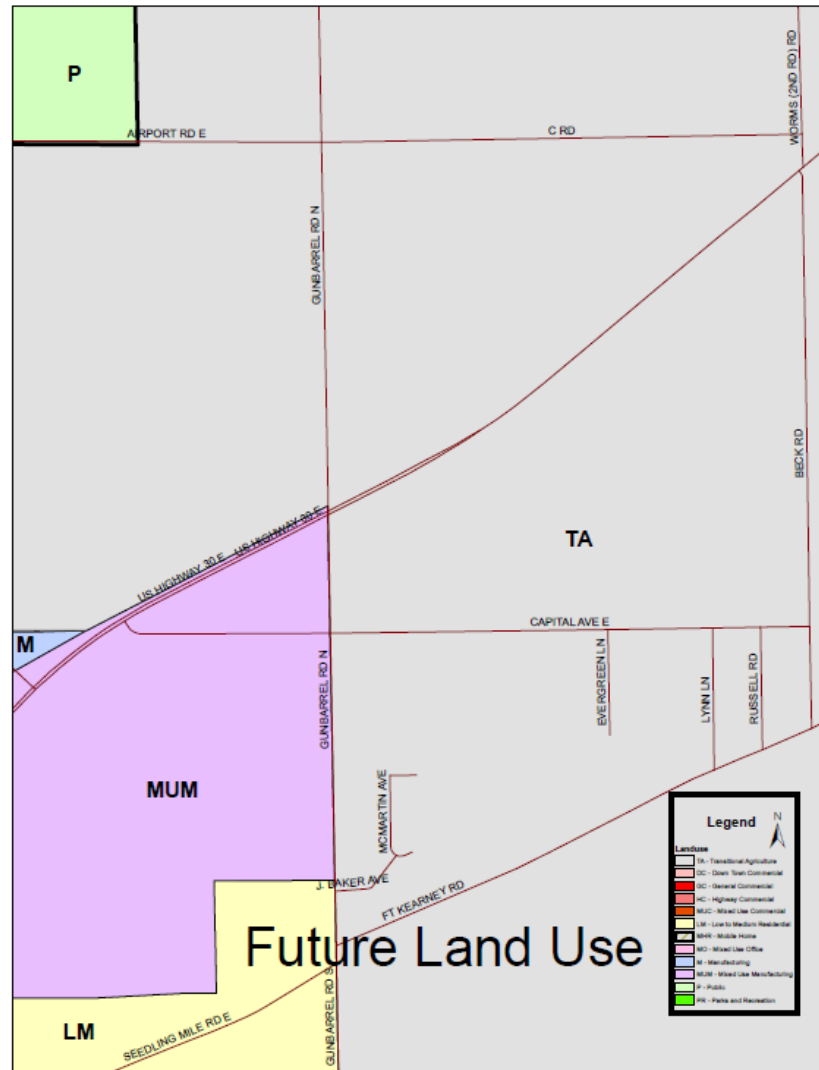
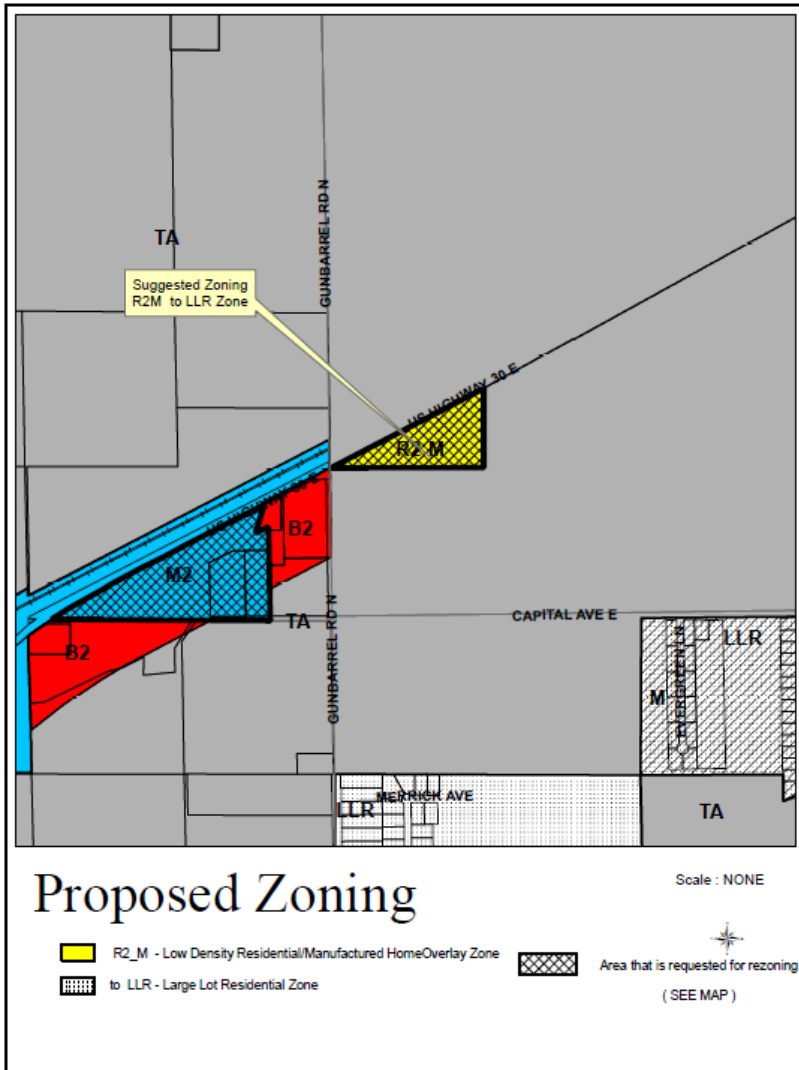


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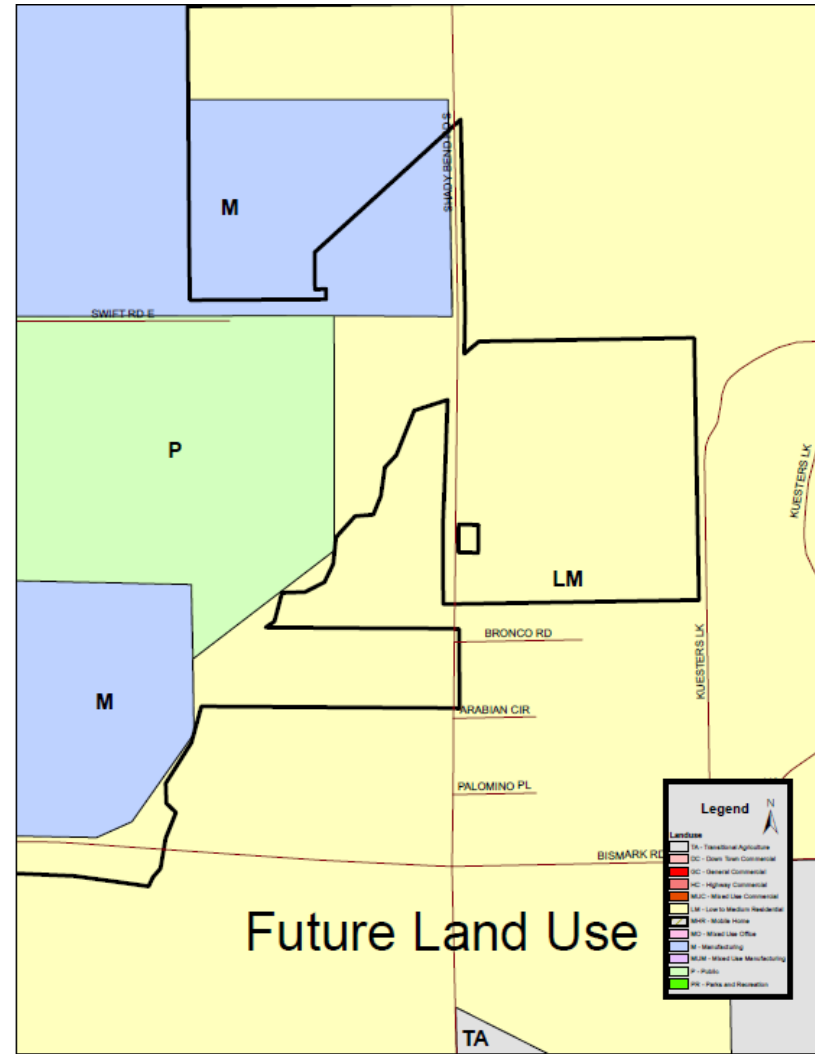
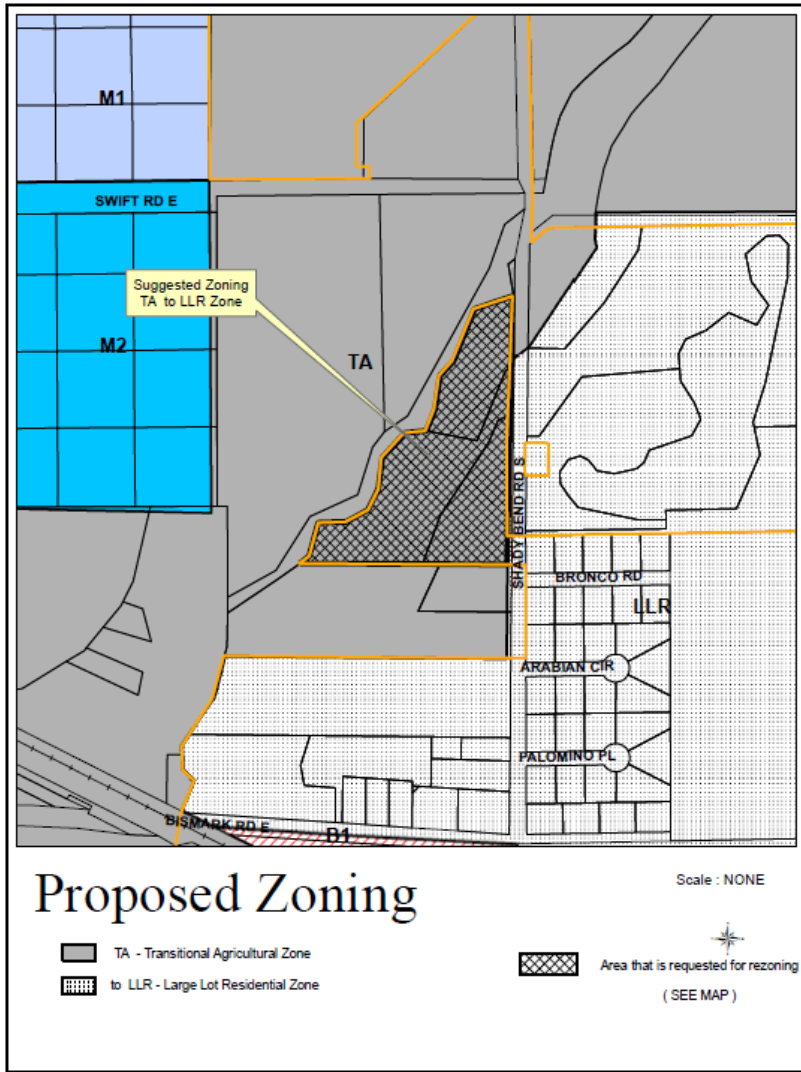


Area 15

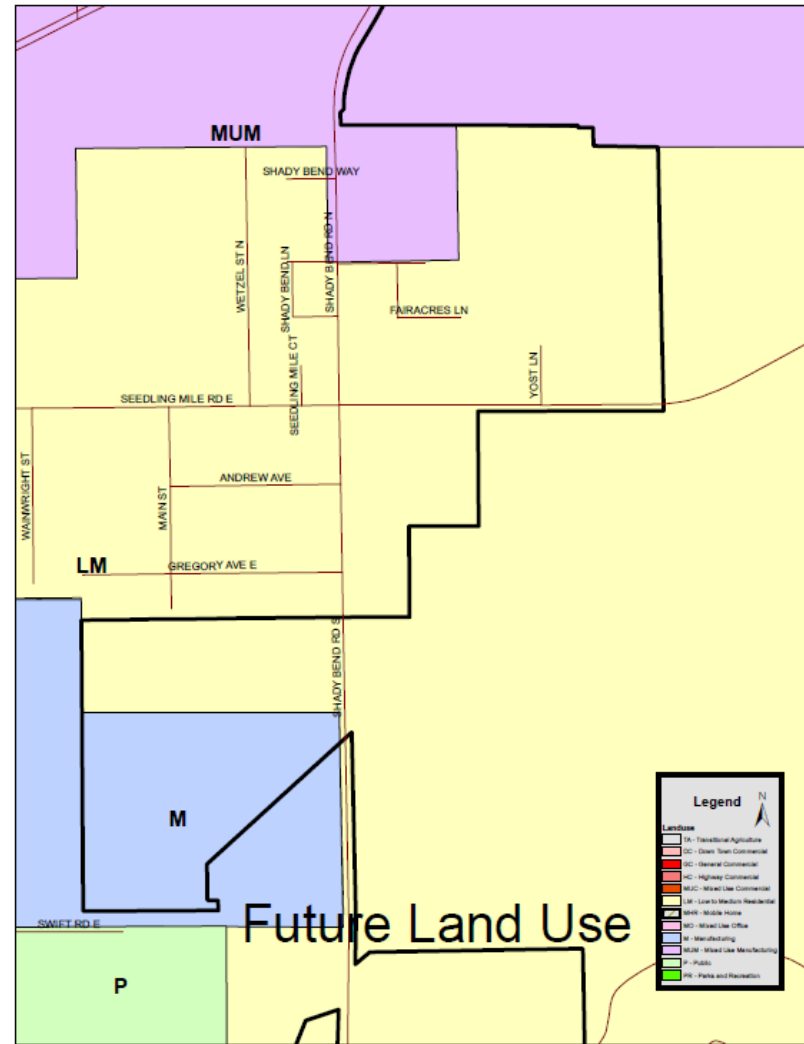
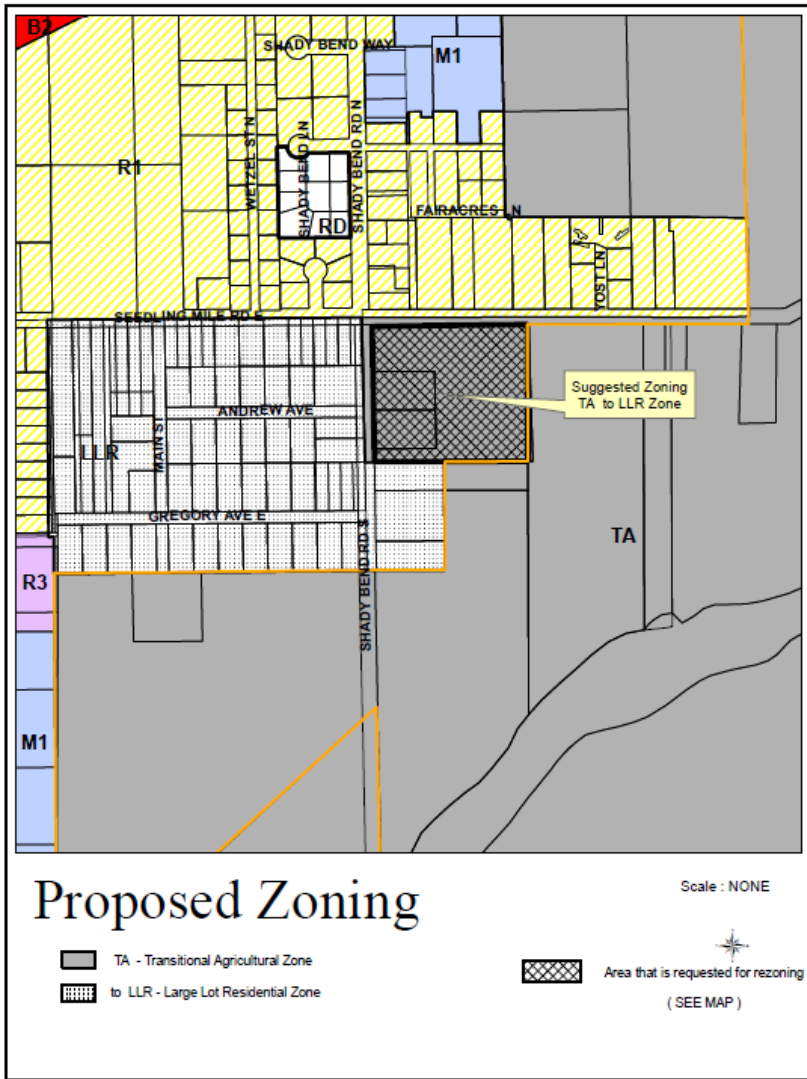




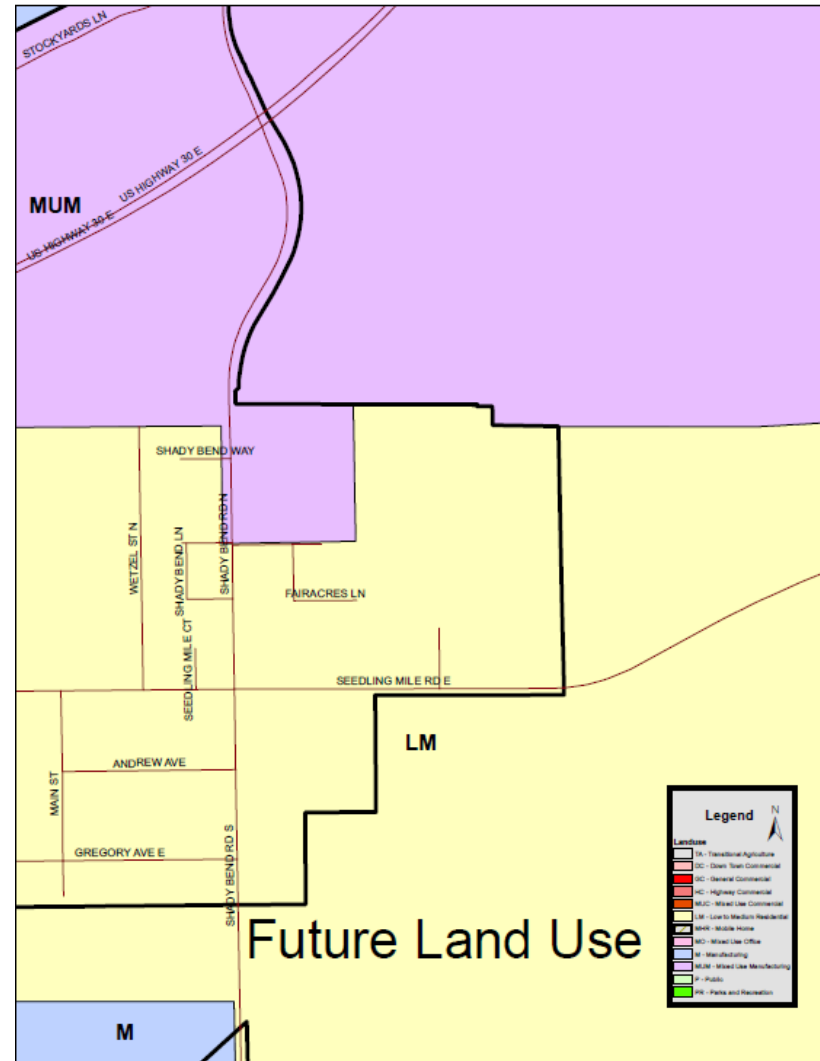
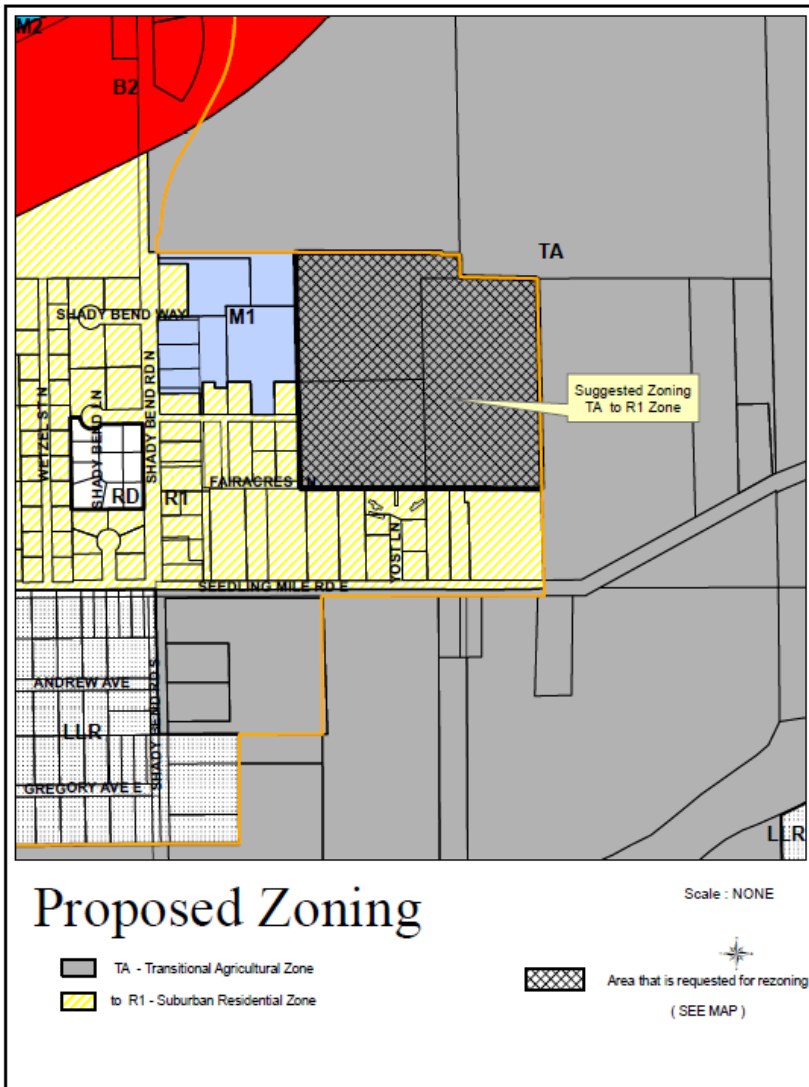
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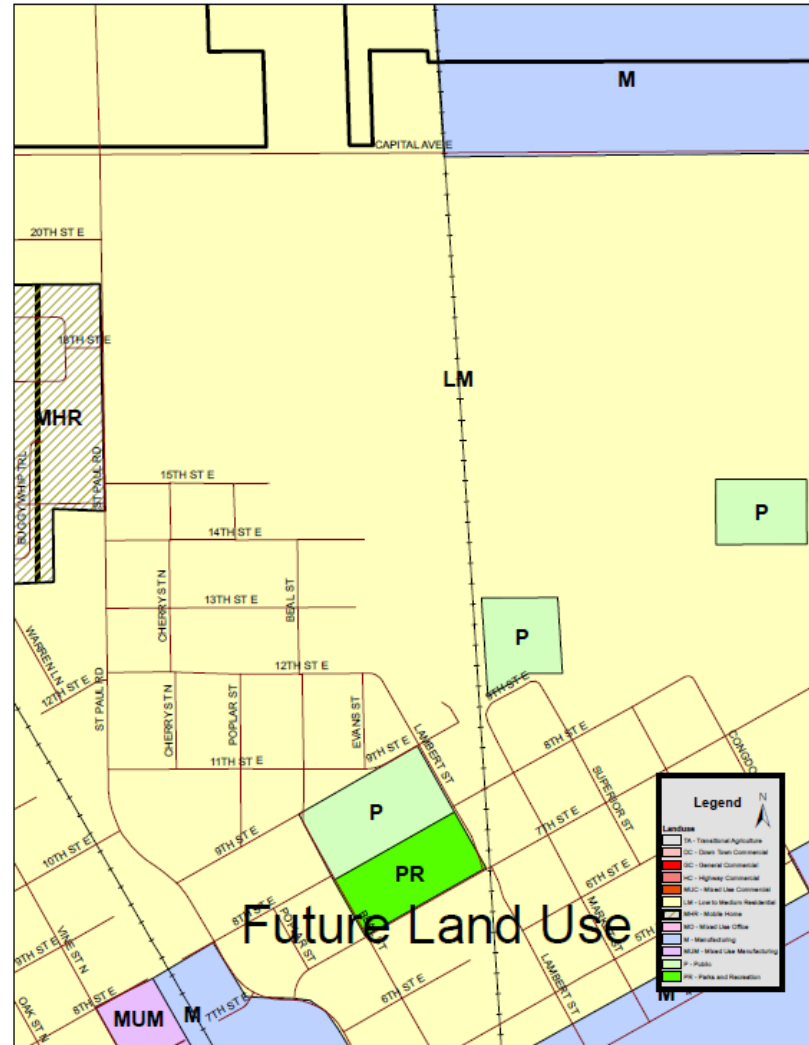
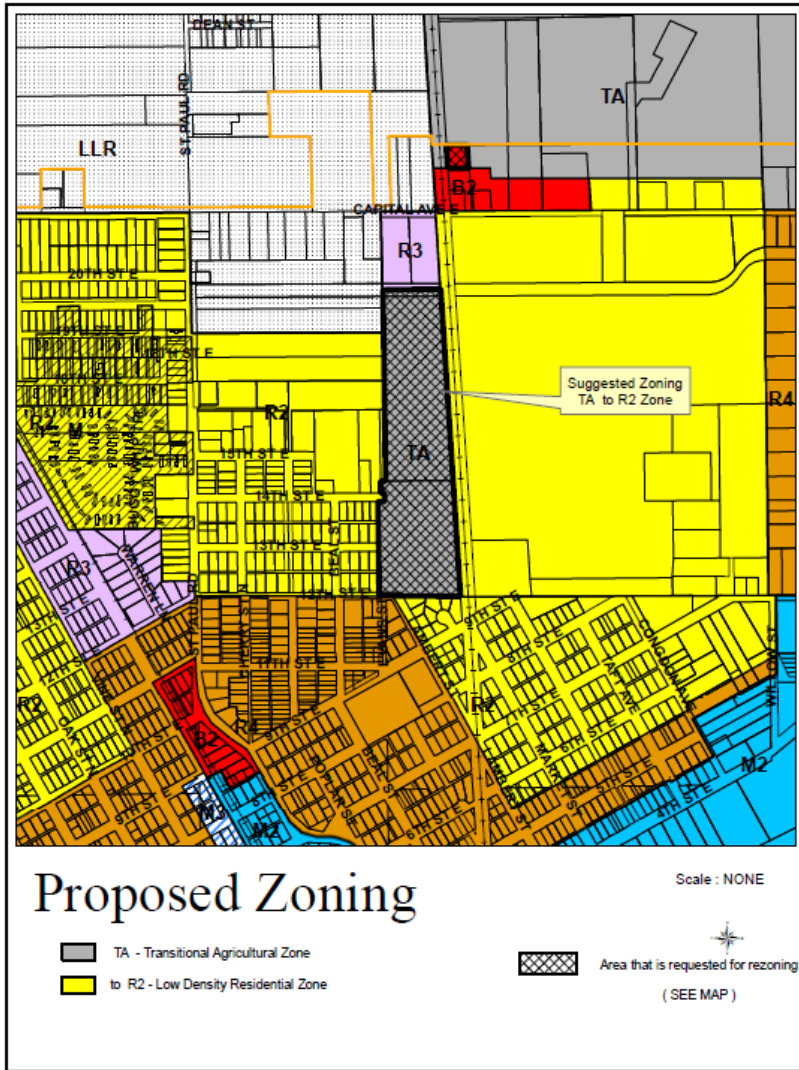
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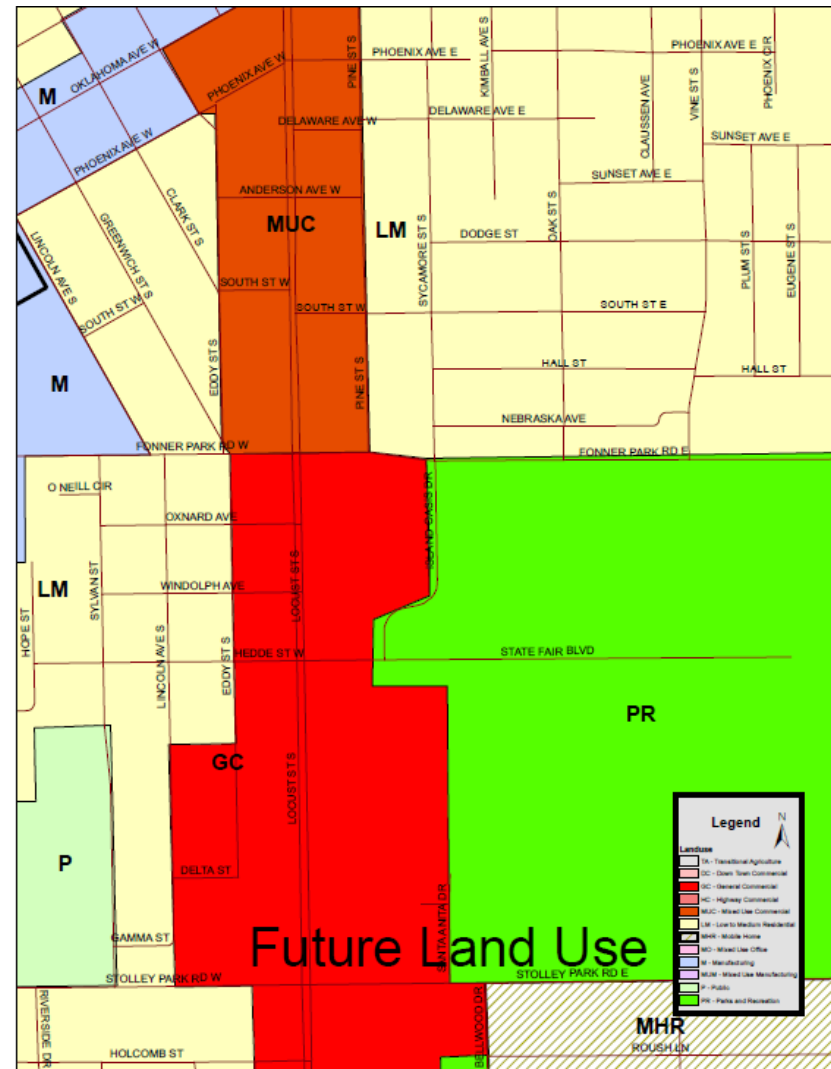
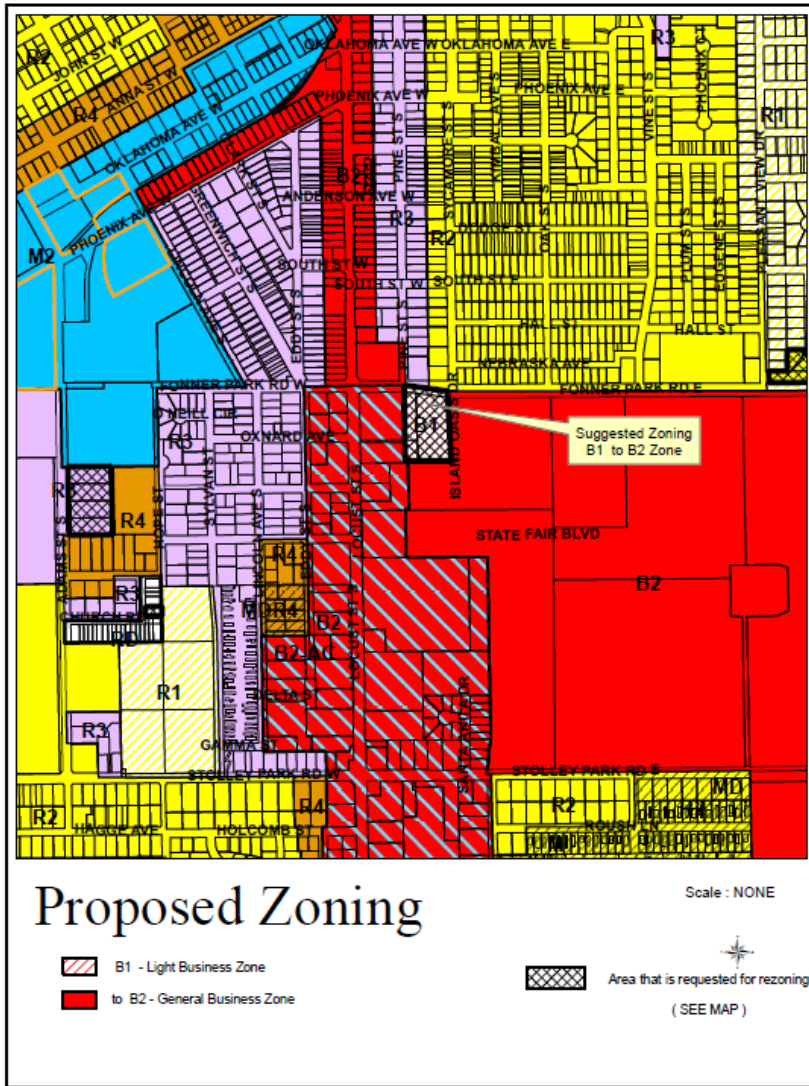
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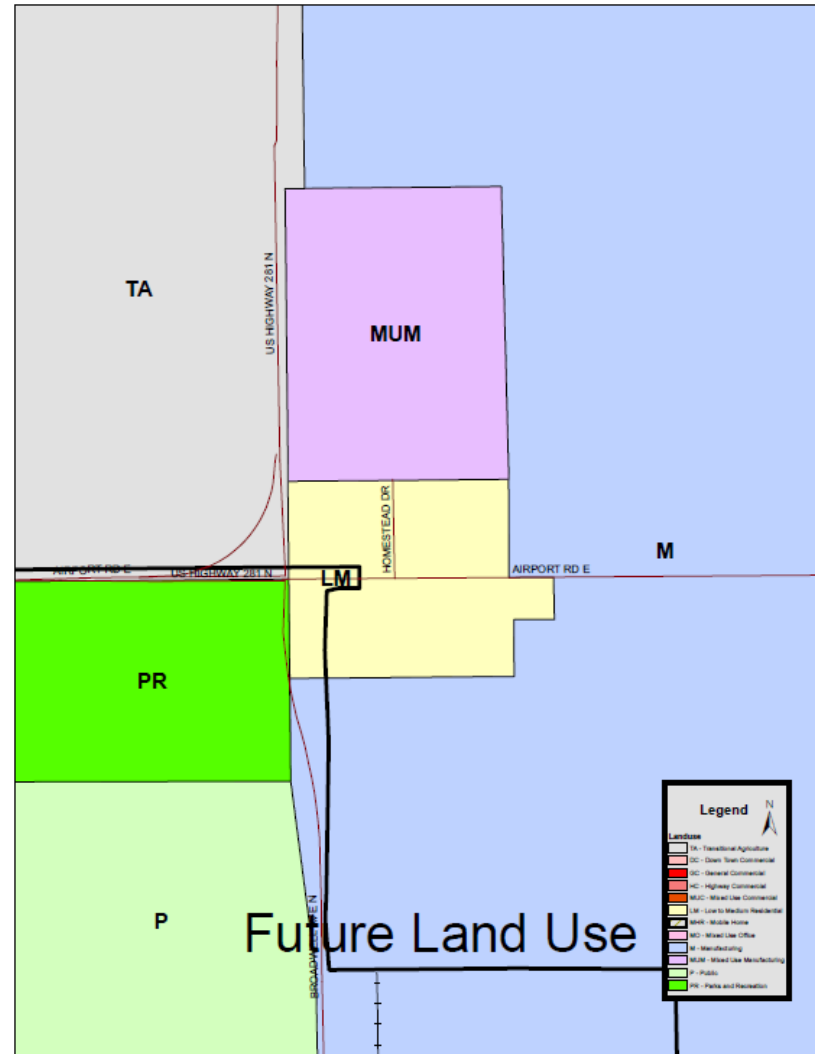
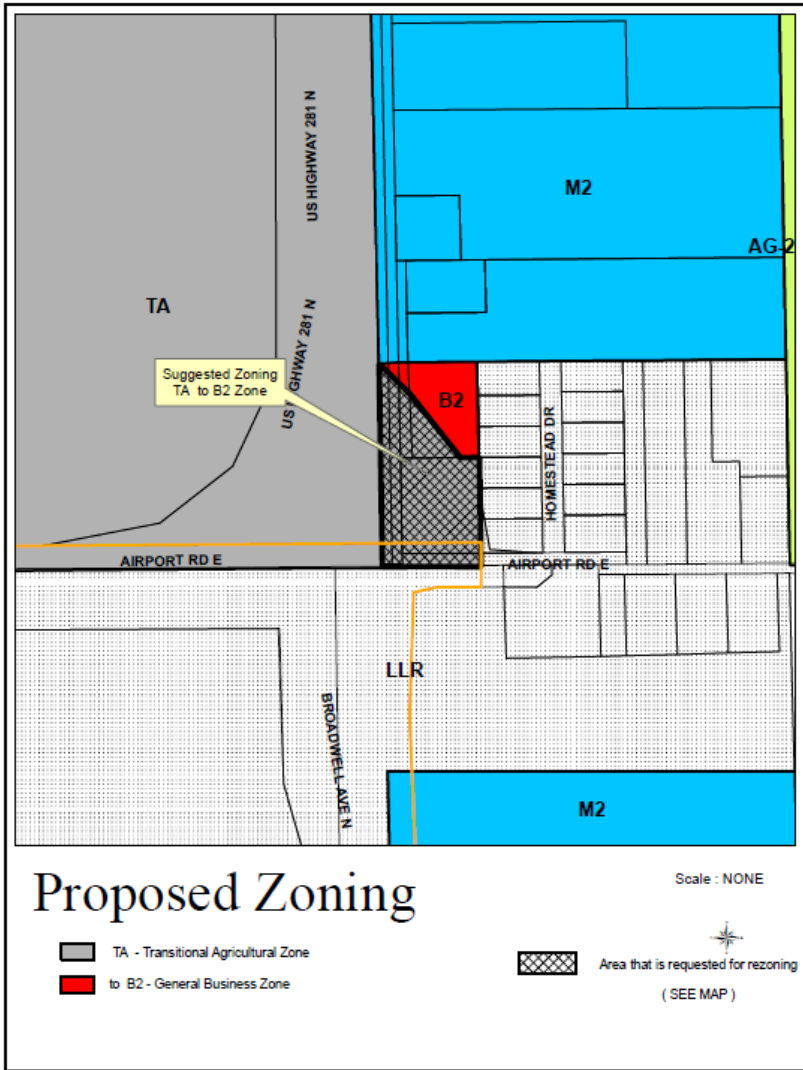
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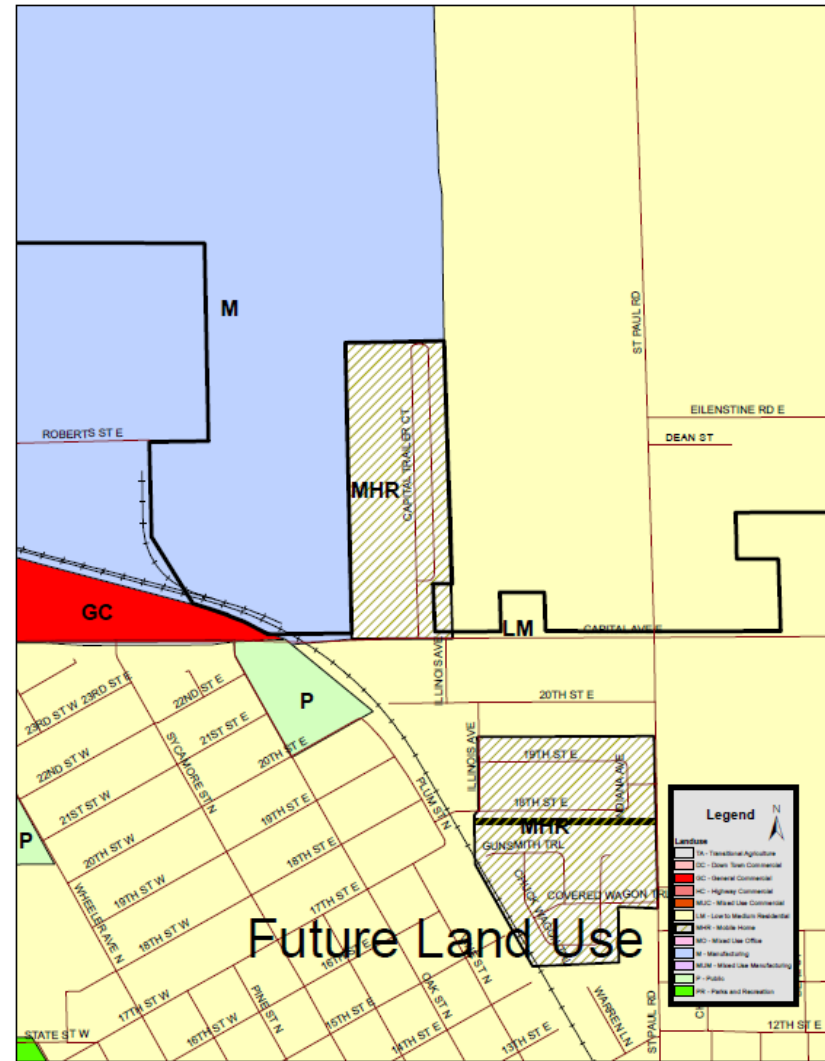
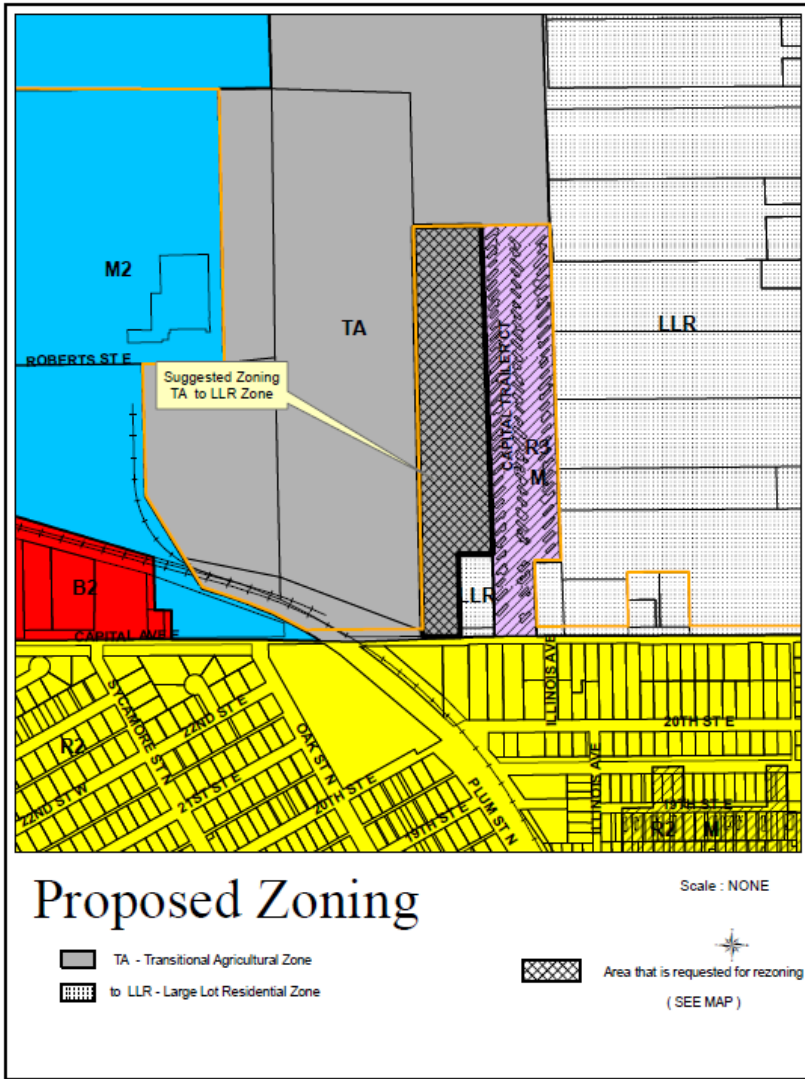
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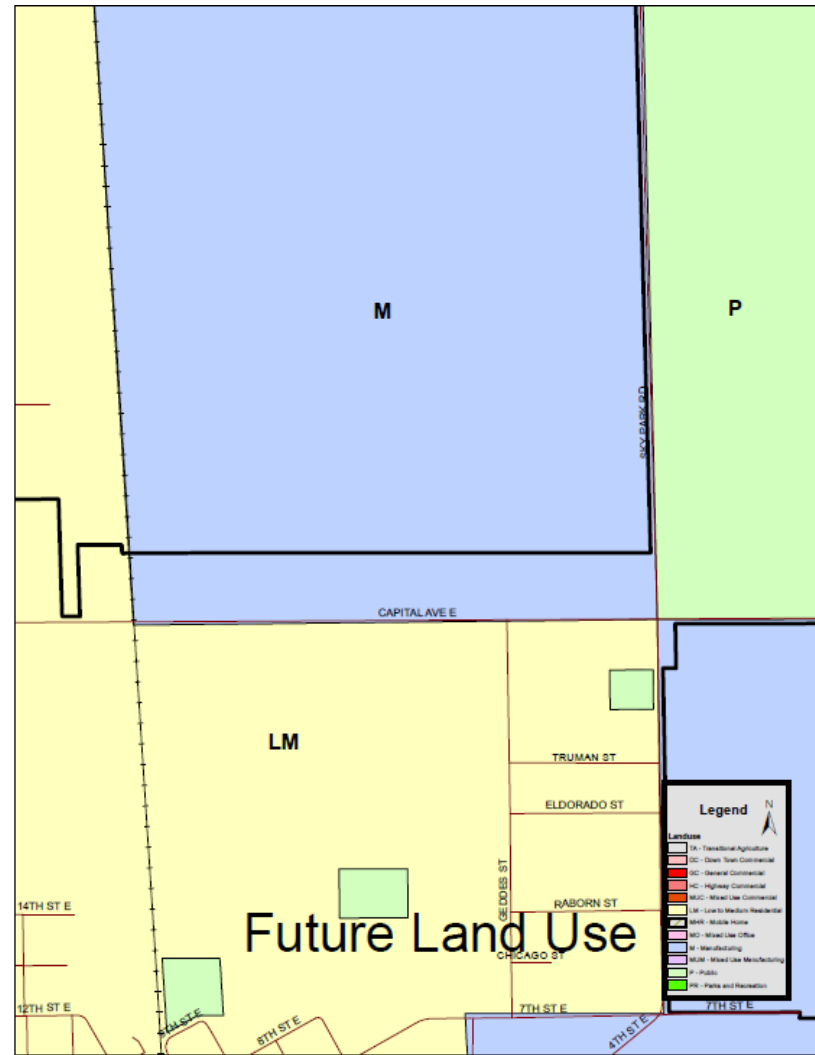
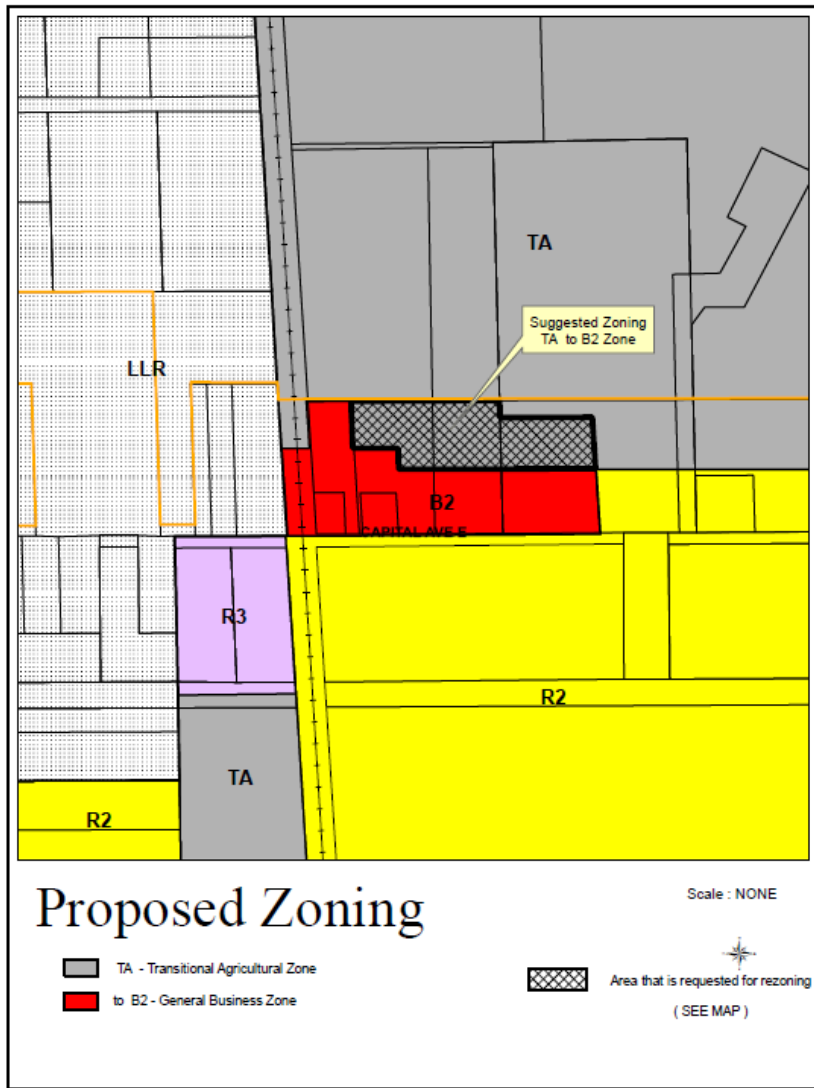
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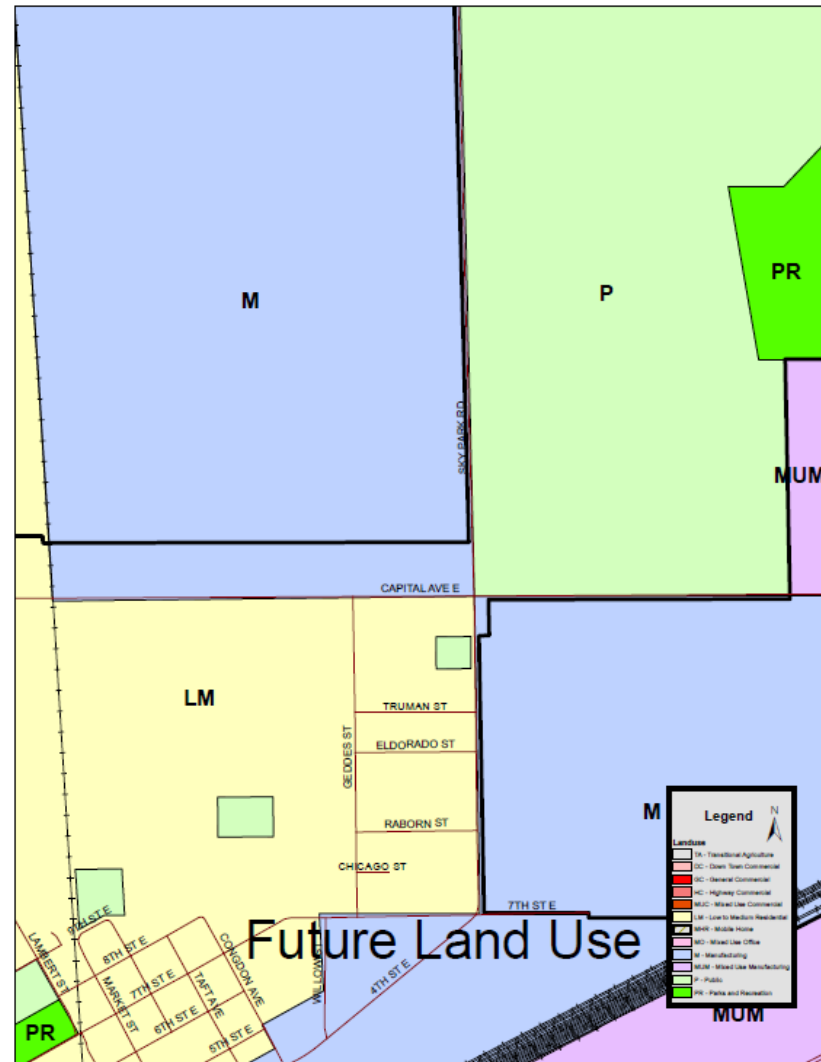
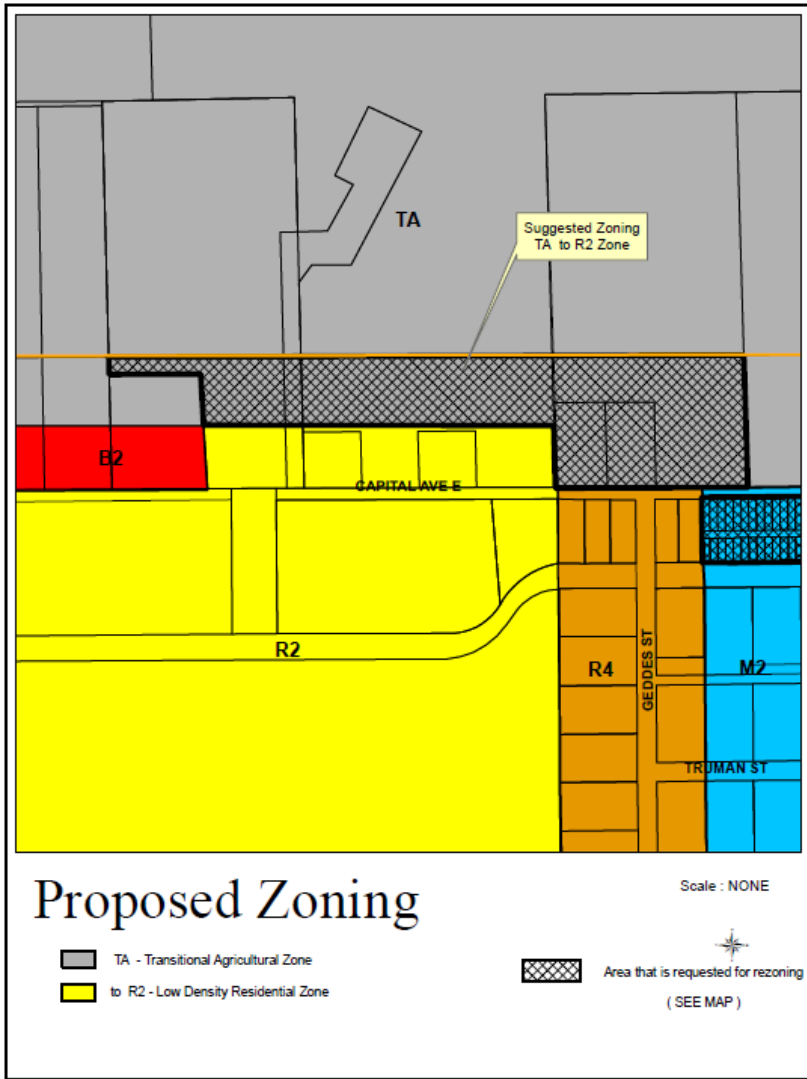
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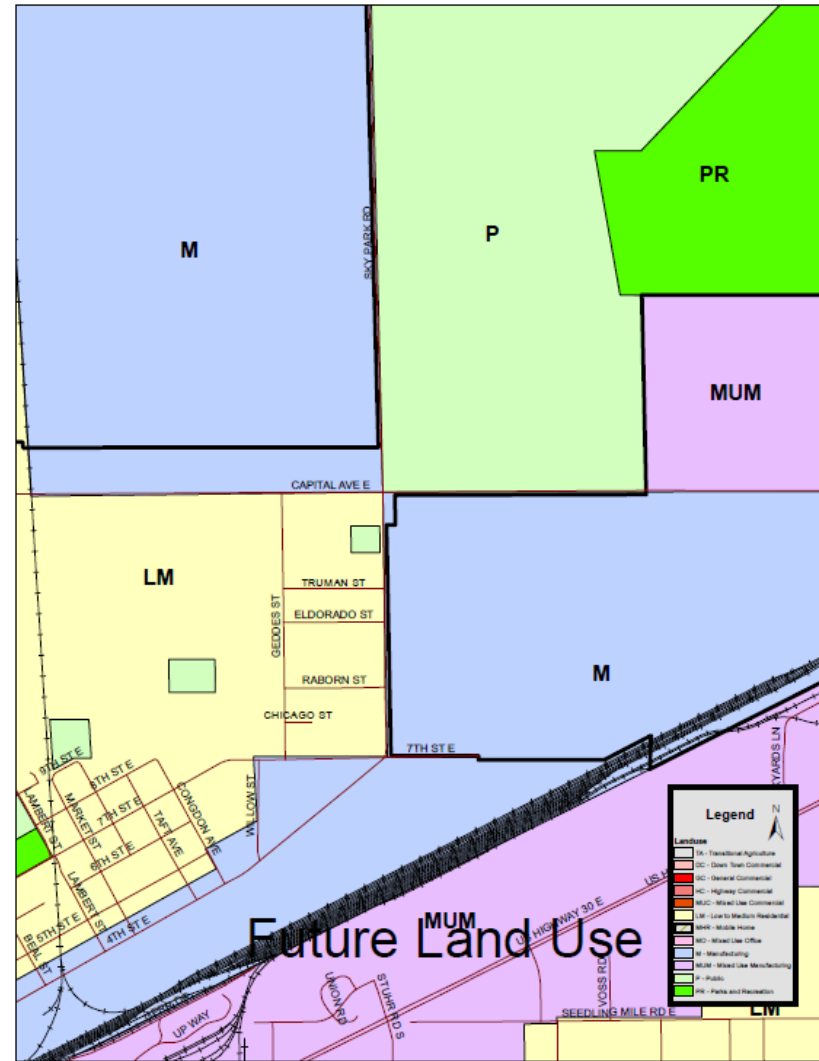
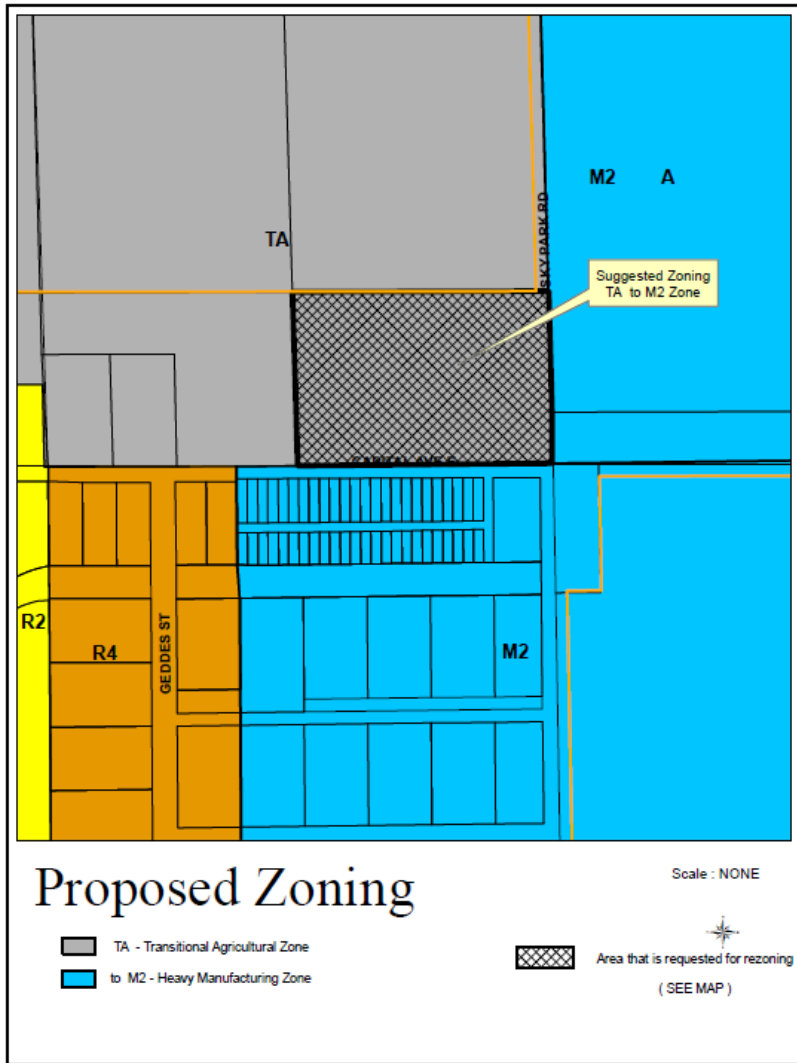
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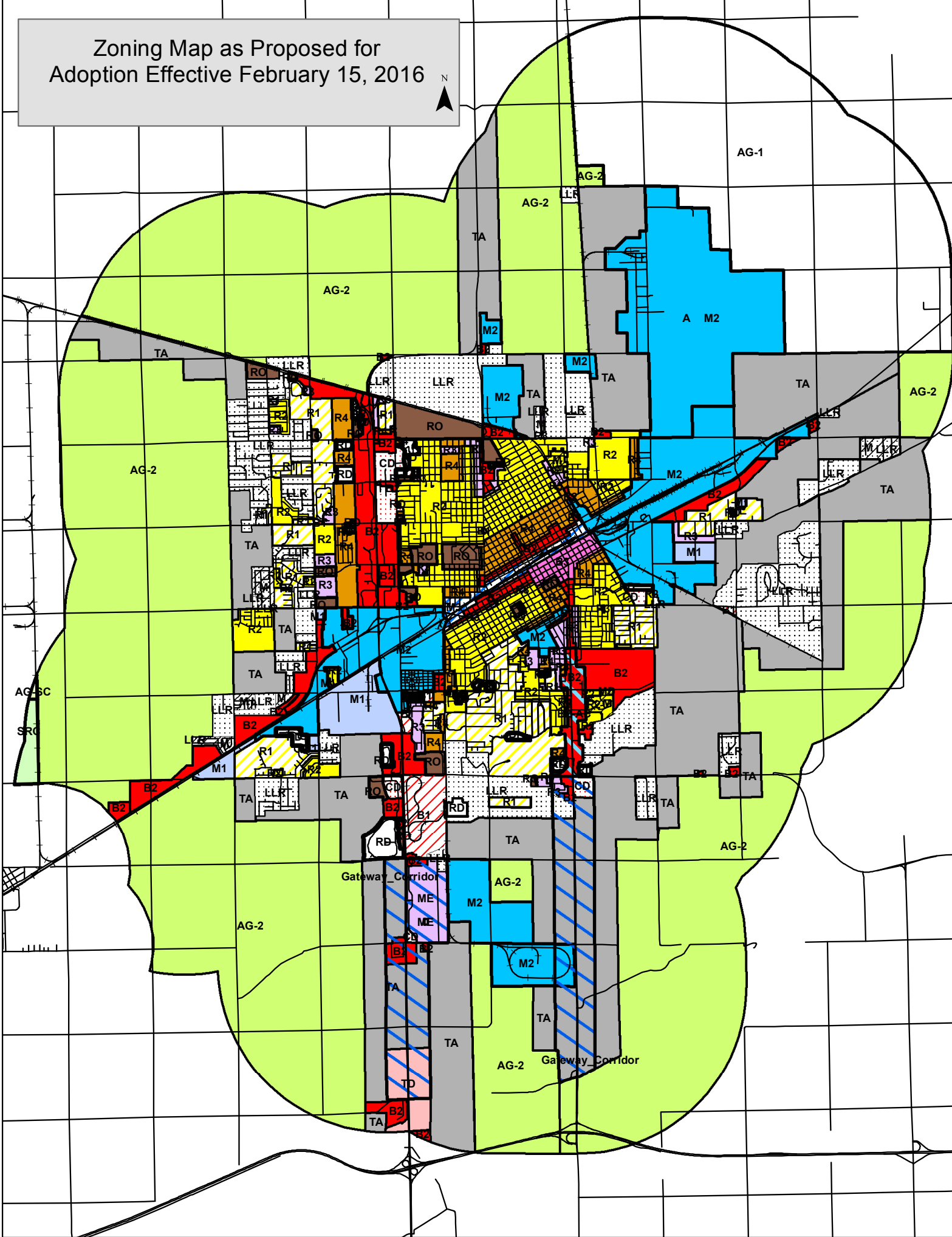
Area 25



Area 26



Zoning Map as Proposed for
Adoption Effective February 15, 2016





City of Grand Island

Tuesday, January 24, 2017

Council Session

Item E-2

Public Hearing on Acquisition of Lot 2, Pedcor Subdivision located at the Northeast Corner of James Road and Husker Highway (4.0 Investments LLC)

Council action will take place under Consent Agenda item G-11.

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: January 24, 2017

Subject: Public Hearing on Acquisition of Lot 2, Pedcor Subdivision (4.0 Investments LLC); Northeast Corner of James Road and Husker Highway

Presenter(s): John Collins PE, Public Works Director

Background

Currently Lift Station No. 20 sits just south of Lot Two (2) in Pedcor Subdivision. This particular piece of land is the best candidate for the lift station upgrade and partial forcemain replacement due to its close proximity to the existing lift station. Wastewater staff is working through plans to upgrade Lift Station No. 20, which will include a larger wet well, upgraded pumps and controls. In order for such lift station upgrades to take place the City needs to acquire the lot shown on the attached sketch.

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council.

Discussion

Engineering staff of the Public Works Department have worked with the property owner, who has agreed to a purchase price of \$150,000.00 for the City's acquisition of Lot Two (2) in Pedcor Subdivision. This piece of property will allow for the larger footprint made by the Lift Station No. 20 upgrade and partial forcemain replacement, as well as accommodate anticipated growth to the south and west.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of Lot Two (2) in Pedcor Subdivision.

Sample Motion

Move to conduct a Public Hearing and approve the acquisition.

**LOCAL POLITICAL SUBDIVISION
TOTAL ACQUISITION CONTRACT - INDIVIDUAL**

Copies to:
1. Owner
2. Buyer

Project No.: Grand Island Lift Sta. No. 20
Control No.: N/A
Tract No.: N/A

THIS CONTRACT, made and entered into this _____ day of _____, 2017, by and between, 4.0 Investments LLC, a Nebraska Limited Liability Company, organized and existing under and by virtue of the laws of the State of Nebraska Address: P.O. Box 423, Grand Island, NE 68802 hereinafter called the OWNER, and The City of Grand Island, Nebraska, hereinafter called the BUYER.

TOTAL ACQUISITION

1. In consideration of the payment or payments specified below, the OWNER hereby agrees to execute to the BUYER a deed which will be prepared and furnished by the BUYER to certain real estate described in:

LOT 2, PEDCOR SUBDIVISION, an addition to the City of Grand Island, Hall County, Nebraska

2. As the entire consideration for the above described property, the BUYER agrees to pay to the OWNER the sum of **ONE HUNDRED FIFTY THOUSAND and NO/100 DOLLARS (\$150,000.00)** upon receipt of a deed from the OWNER and said OWNER authorizes the BUYER to withhold, deduct and pay on behalf of the OWNER those amounts due and owing for taxes, claims of record, and judgments to claimant, county or city. That the OWNER agrees that payment of the above sum by the BUYER to the OWNER shall relieve the BUYER of all further obligations of claims on this property and account and any further claims arising shall be the responsibility of the OWNER and the BUYER shall be held harmless by the OWNER on any future claims, taxes or judgments on this property.

3. The date of execution of this contract shall be the date when the same is signed on behalf of the BUYER as set out below. Possession shall be deemed relinquished upon the OWNER delivering the keys, to the premises, to the BUYER or by notifying the BUYER in writing that the premises have been vacated and upon payment by the BUYER, of the payment herein specified at which time, the OWNER shall not refuse the BUYER entry or in any way hinder the BUYER from entering.

a. If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the deed, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrances shall in writing waived his/her right to receive such payment. The OWNER agrees not to further encumber the property in any manner, nor create any other interests therein. It is expressly understood that time is of the essence in this contract.

b. Rental agreements, modification or extensions of time pertaining to entry or to possession, if any, shall be made by separate written contract and the time and terms of entry or for taking possessions set forth in such separate contract shall prevail.

4. Until the BUYER shall take possession and the OWNER or tenant continues to occupy the property during such period, the OWNER agrees: to keep the property free of damage and waste during such period; to assign the policy of insurance in force on this property to the BUYER; to notify such insurance carrier of such assignment.

5. The BUYER agrees to pay all expenses for abstracts of title and title insurance.

6. This contract shall be binding on both parties as soon as it is signed by both parties and, in signing this contract, the OWNER places no reliance upon any promises, verbal agreements or understanding except as set forth in this contract.

7. This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

OWNER: 4.0 Investments LLC
Limited Liability Company

By [Signature]
Managing Partner

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
COUNTY OF Hall) ss.

Dated this 12 day of January, 2017, before me, a General Notary Public duly commissioned and qualified, came Gordon Glade Managing Partner of 4.0 Investments LLC, a Nebraska Limited Liability Company, to me personally known to be the respective officer of said Limited Liability Company and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his respective voluntary act and deed as such officer and the voluntary act and deed of said Limited Liability Company.

WITNESS my hand and Notarial Seal the day and year above written.



[Signature]
NOTARY PUBLIC

BUYER: The City of Grand Island, Nebraska

BY: _____

STATE OF _____)
COUNTY OF _____) ss.

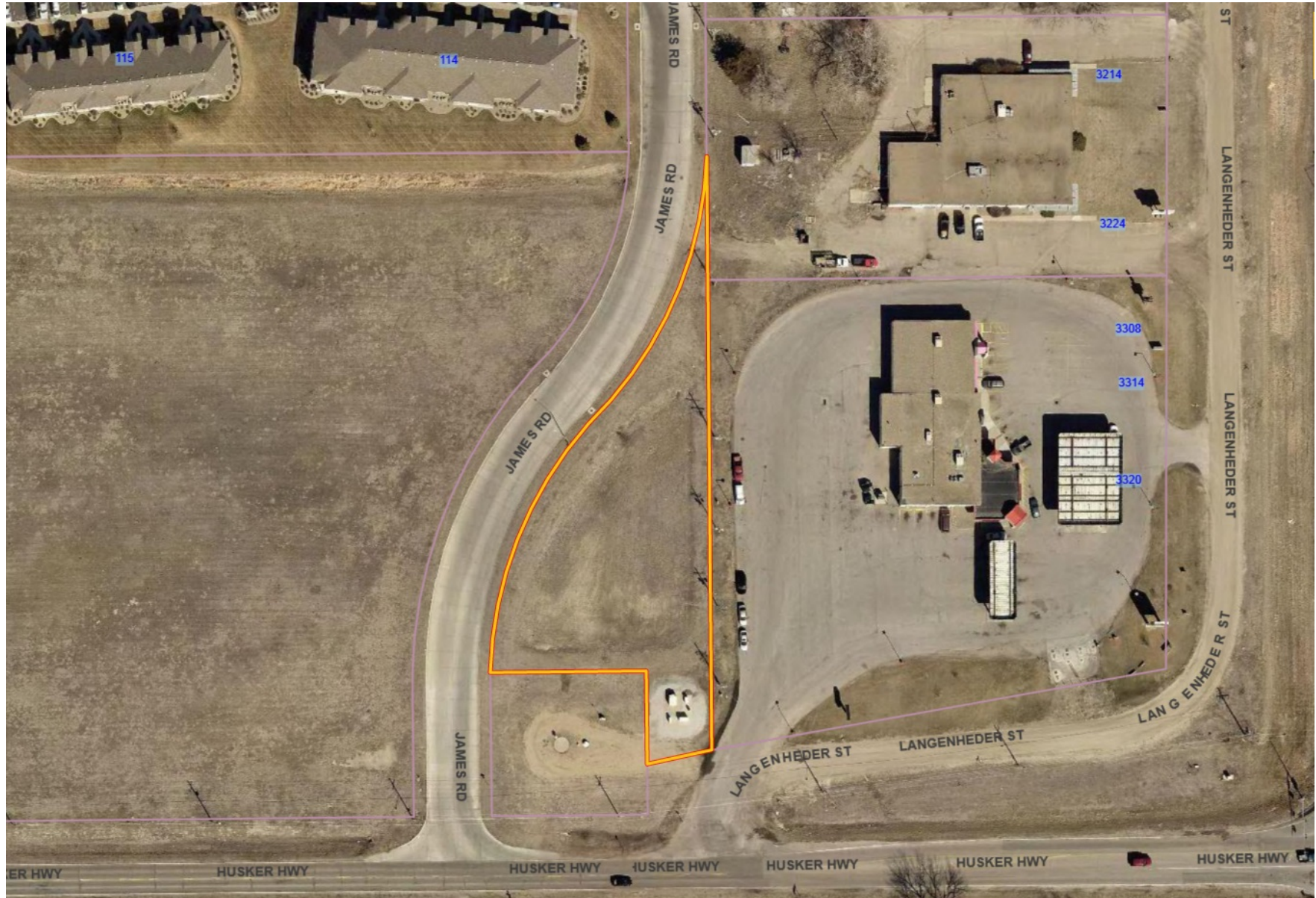
Dated this ____ day of _____, 2017, before me, a General Notary Public, duly commissioned and qualified, personally came _____

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

(SEAL)

NOTARY PUBLIC





City of Grand Island

Tuesday, January 24, 2017

Council Session

Item F-1

#9619 - Consideration of Amending Chapter 26 of the Grand Island City Code Regarding Licensing of Plumbing Contractors

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: January 24, 2017

Subject: Amending Chapter 26 of the Grand Island City Code to Update the General Rules for Plumbing Licenses

Presenter(s): Craig Lewis, Building Department Director

Background

The City of Grand Island has adopted and enforced plumbing regulations for several decades. Currently sections 26-34 and 26-43 of the Grand Island City Code establish requirements for the licensing of the plumbing trades. The proposed amendments help to clarify and update the requirements.

Section 26-43 has since 1998 allowed for an exemption from an examination if licensed in an equivalent capacity with the City of Hastings or Kearney, basically providing for a reciprocal licensing between the three Cities.

In 2012 Hastings was removed from the exemption as they no longer recognized a Grand Island plumbing license.

This proposal is to amend the City code to remove the City of Kearney as they no longer recognize a Grand Island plumbing license.

Discussion

The City codes that provide for licensing requirements for plumbing licenses are from time to time revised to keep current in codes, practices and licensing requirements. These proposed amendments are minor in nature.

These modifications have been before the Grand Island Plumbing Board and received their approval and endorsement.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the ordinance.
2. Disapprove or /Deny the ordinance.
3. Modify the ordinance to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the ordinance and modify Chapter 26 of the City Code.

Sample Motion

Move to approve Ordinance #9619 to amend Chapter 26 of the City Code.

ORDINANCE NO. 9619

An ordinance to amend Chapter 26 of the Grand Island City Code; specifically to amend Section 26-34 pertaining to general rules and Section 26-43 pertaining to examinations; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. Chapter 26, Section 26-34 of the Grand Island City Code is hereby amended to read as follows:

§26-34. General Rules

(1) All plumbing apprentices actively engaged under a master plumber will be required to register with the City Building Department. Experience accrued towards taking the journeyman plumbers test will only be accepted as a registered apprentice. Time accrued previous to registration will be approved and noted.

(2) Time required for an apprentice to be actively engaged in the trade under the supervision of a master, journeyman, or qualified shop will be a minimum of three years. Proof of qualifications will be submitted to the Board in writing for consideration and approval for the journeyman examination. Any academical time to be considered by the Board in place of actual apprenticeship time in the trade must be from a State accredited college or Technical school.

(3) Applicants must hold a journeyman license for a minimum of four years before taking the Master exam, and be actively engaged in the trade for the full four years. Proof of qualifications will be submitted to the Board in writing for consideration and approval for the master examination.

(4) The minimum age limit for a Journeyman examination will be Twenty (20) years of age unless approved by the Board.

(5) The allotted time for the Master and Journeyman examination will be four hours ~~(two hours open book and two hours closed book).~~

(6) Request for Master and Journeyman examination will be filed in the City of Grand Island Building Department Office prior to the examination date for the consideration of the Board. Examination fee will be paid with the application. No exam fee will be refunded after taking the examination.

(7) All applicants will submit, along with their request for examination, letters of proof of the required apprenticeship time actively engaged in the trade.

(8) In the event that an applicant fails to pass the examination given, he may make application for a subsequent exam after eighty-five (85) days have passed.

(9) At the discretion of the Board, experience gained at an industrial plant or outside the ~~tri-city~~ Grand Island jurisdiction may be considered as apprenticeship time to qualify for a Journeyman examination. Information considered by the Board shall include written proof of previous experience record and oral examination.

(10) All examination papers are the property of the examining Board. Applicants will not be permitted to remain during grading or to review examination papers after they have been submitted for grading. Test results will be sent by mail.

(11) Applicant must obtain a passing score on ~~each part of the exam (written as well as drawing).~~ A passing score for a Journeyman Plumber is 70% and for a Master Plumber is 80%.

(12) An applicant with a passing score will have a 30 day grace period to pick up a new license dated from the test date.

Approved as to Form	☐ _____
January 18, 2017	☐ City Attorney

ORDINANCE NO. 9619 (Cont.)

(13) An applicant must supply his own copy of this Code; the Grand Island Building Department will not supply copies to anyone during the test. Photocopies, reference books, or any other reference materials will not be allowed in the testing area during the test.

Amended by Ordinance No. 9118, effective 05-15-2007

SECTION 2. Chapter 26, Section 26-43 of the Grand Island City Code is hereby amended to read as follows:

§26-43. Examinations; Fee; Exemptions

Any person desiring to be licensed as a master plumber or as a journeyman plumber pursuant to this chapter shall make written application for an examination to the Board. Examination fees shall be in accordance with the City of Grand Island Fee Schedule.

Examination fees shall accompany such application and shall be accounted for and turned over to the City Treasurer. Examination fees are not returned but shall be forfeited in the event the applicant fails the examination.

~~Any person validly registered or licensed as a master plumber or journeyman plumber or equivalent capacity by the City of Kearney shall be exempt from taking the foregoing examination, and provided the applicant is otherwise qualified pursuant to this code, shall be issued an equivalent license upon application and payment of fees.~~

Amended by Ordinance No. 9118, effective 05-15-2007
mended by Ordinance No. 9379, effective 05-15-2012

SECTION 3. Sections 26-34 and 26-43 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: January 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 24, 2017

Council Session

Item F-2

#9620 - Consideration of Approving Power Participation Agreement with Prairie Hills Wind L.L.C.

Staff Contact: Tim Luchsinger, Jerry Janulewicz

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Jerry Janulewicz, City Attorney

Meeting: January 24, 2017

Subject Ordinance # 9620 - Power Participation Agreement with
Prairie Hills, LLC

Presenter(s): Timothy Luchsinger, Utilities Director

Background

State statute requires that public utilities in Nebraska provide its customers with adequate electric service at as low of an overall cost as possible, consistent with sound business practices. To do so, public utilities must look at long-term, in addition to immediate issues in an overall context.

The Utilities Department has taken an approach in its energy supply strategy to incorporate multiple facilities using a blend of fuel sources. This allows flexibility in managing costs that can occur because of market conditions due to industry issues or environmental concerns. Energy supply planning must also take into account the long timeframes that are common in electric generation development, therefore, utilities plan for conditions projected at least five to ten years in the future, sometimes even longer.

Traditional energy sources in Nebraska have been based on coal because of the close proximity of mines in Wyoming and a robust railroad system through this area. These have been supplemented with hydro, natural gas and nuclear facilities, resulting in low cost power to Nebraska customers.

Due to developing environmental concerns, the State's utilities have been developing facilities with renewable energy sources, primarily wind generation because of its potential compared to solar or biofuels. Grand Island has participated in some of these projects on a minor basis to learn more of the details of wind generation costs and operational issues.

On May 8, 2012 Council approved a resolution to direct the Utilities Department to evaluate potential renewable energy projects and provide to Council recommendations for participation as needed to maintain a balanced energy portfolio. On June 9, 2015, the Council approved execution of a Power Purchase Agreement with Invenergy for the Prairie Breeze III Project located at Elgin, Nebraska, with subsequent agreements between the City and the Nebraska City Utilities and the City of Neligh for minority positions in the Project.

In order to evaluate the current renewable energy market, the Utilities Department issued a Request for Proposals for Renewable Energy Sources and received responses from twelve power project developers. The developers proposing large scale wind projects were evaluated, with the intent of evaluating the smaller scale wind and solar projects at a later date.

Discussion

Although one of the factors influencing interest in renewable energy is potential environmental regulations, the responses to the RFP provided energy pricing that, only considering economics, is very favorable with current and projected energy market pricing. Based on a matrix including company experience, economics, and commercial terms, the Department evaluation team selected Prairie Hills, LLC as the best respondent to the RFP.

Sempra Renewables, the parent company of Prairie Hills, proposed a project that they are developing at Callaway, Nebraska. Sempra is also the developer of the Broken Bow II Wind Project in partnership with the Nebraska Public Power District. In addition to Utilities and Legal Department staff, the City engaged the services of Fraser Stryker for legal counsel in the PPA negotiations with Prairie Hills, resulting in the final PPA enclosed for Council review under separate confidential cover.

The PPA includes a twenty-five year term with annual pricing based on an escalation factor for energy produced by the Project. The cost to the City is that for the actual energy produced and does not require any upfront capital cost or on-going operation and maintenance costs. Included in the energy transaction is the transfer to the City for Renewable Energy Credits (REC's) which are used by utilities to apply against any renewable energy requirements and may be bought or sold.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Power Participation Agreement with Prairie Hills, LLC.

Sample Motion

Move to approve the Power Participation Agreement with Prairie Hills, LLC.

ORDINANCE NO. 9620

An ordinance to approve the Power Participation Agreement with Prairie Hills, LLC, to provide renewable energy to the City of Grand Island for a twenty-five year term with annual pricing based on an escalation factor for energy produced by the Project.

SECTION 1. On May 3, 2012 Council approved a resolution to direct the Utilities Department to evaluate potential renewable energy projects and provide to Council recommendations for participation as needed to maintain a balanced energy portfolio.

SECTION 2. The Utilities Department issued a Request for Proposals for Renewable Energy Sources and received responses from twelve power project developers.

SECTION 3. Based on a matrix including company experience, economics, and commercial terms, the Utilities Department evaluation team selected Prairie Hills, LLC as the best respondent to the Request for Proposals.

SECTION 4. The Power Participation Agreement with Prairie Hills, LLC provides for a twenty-five (25) year term with annual pricing based on an escalation factor for energy produced by the Project.

SECTION 5. The cost to the City is that for the actual energy produced and does not require any upfront capital cost or on-going operation and maintenance costs.

SECTION 6. Included in the energy transaction is the transfer to the City for Renewable Energy Credits (REC's) which are used by utilities to apply against any renewable energy requirements and may be bought or sold.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA: that the Power Participation Agreement with Prairie Hills LLC is hereby approved and this ordinance shall be in force and take effect from and after its passage

Approved as to Form January 20, 2017	by _____ City Attorney
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ORDINANCE NO. 9620 (Cont.)

and publication, within fifteen days in on issue of the Grand Island Independent as provided by law.

Enacted: January 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 24, 2017

Council Session

Item F-3

#9621 - Consideration of Approving the Grand Island Zoning Map

This item relates to the aforementioned Public Hearing item E-1.

Staff Contact: Chad Nabity

ORDINANCE NO. 9621

An ordinance amend the Official Zoning Map of the City of Grand Island; to re-adopt the Zoning Map, with changes and amendments thereto as shown on maps produced by the Hall County Geographic Information System as the Official Zoning Map of the City of Grand Island as provided for in Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Mayor and City Council of the City of Grand Island are committed to the orderly plan necessary to accommodate future growth and transportation needs; and

WHEREAS, on July 13, 2004, by Ordinance #8922, the City of Grand Island approved and adopted the Official Zoning Map as prepared by the firm of JEO Consulting, Inc. of Wahoo, Nebraska; and

WHEREAS, on April, 14 2015, by Resolution 2015-97, the City Council approved the use of a map produced from the Hall County Geographic Information System as the official zoning map for the City of Grand Island based on the 2004 comprehensive plan of JEO consulting, Inc. along with subsequent changes as separately approved; and

WHEREAS, since the adoption of Resolution 2015-97, numerous changes and amendments to the Plan, the municipal limits and the zoning map have been approved by ordinances and resolutions enacted or adopted by the City; and

WHEREAS, on January 4, 2017, the Regional Planning Commission held a public hearing on proposed zoning map amendments 1 through 23 and recommended approval of zoning map amendments 1 through 23 and recommended approval of an updated official zoning map; and

WHEREAS, on January 24, 2017 the Grand Island City Council held a public hearing on amendments to the Official Zoning Map and the updated Official Zoning Map.

Approved as to Form	☐ _____
January 20, 2017	☐ City Attorney

ORDINANCE NO. 9621 (Cont.)

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. Zoning map amendments 1 through 23, as depicted on the proposed zoning map for the City of Grand Island dated January 24, 2017, should be and the same are hereby approved.

SECTION 2. The City of Grand Island hereby adopts as the Official Zoning Map of the City of Grand Island the zoning map adopted on July 13, 2004, by Ordinance #8922, incorporating subsequent changes and amendments thereto approved by Council and amendments 1 through 23 hereinabove approved. The Official Zoning Map, re-issued January 24, 2017 and produced using the Hall County Geographic Information System, shall be the Official Zoning Map of the City of Grand Island and shall supersede all prior official versions of the Official Zoning Map.

SECTION 3. The Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-44 of the Grand Island City Code and as adopted hereby shall be kept in the records of the Hall County Regional Planning Department.

SECTION 4. This ordinance shall be in force and take effect on February 15, 2017 and after its passage and publication, in one issue of the Grand Island Independent as provided by law.

Enacted: January 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 24, 2017

Council Session

Item G-1

Approving Minutes of January 10, 2017 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

January 10, 2017

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on January 10, 2017. Notice of the meeting was given in *The Grand Island Independent* on January 4, 2017.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following City Council members were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Assistant Finance Director William Clingman, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Katelyn Hill and board member Lori Arterburn.

INVOCATION was given by Pastor Sheri Lodel, Calvary Lutheran Church, 1304 North Custer Avenue followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement - SW Corner of Schimmer Drive & Blaine Street - Hatchery Holdings, LLC. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at the southwest corner of Schimmer Drive and Blaine Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would allow the Utilities Department to install the padmount transformer and high voltage power lines necessary to serve the chicken hatchery facility at this location. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - Copper Creek Eighth Subdivision - The Guarantee Group, L.L.C. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located on the east side of Engleman Road and south of Old Potash Highway in Copper Creek Eighth Subdivision was needed in order to have access to install, upgrade, maintain, and repair water mains. This easement would allow the Utilities Department to operate and maintain the water main that will serve the area. Staff recommended approval. No public testimony was heard.

ORDINANCES:

Councilmember Minton moved “that the statutory rules requiring ordinances to be read by title on three different days are suspended and that ordinance numbered:

#9618 - Consideration of Vacation of Utility Easement and Right-of-Way in part of Outlot 'A' Copper Creek Eighth Subdivision
be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of this ordinance on second reading and then upon final passage and call for a roll call vote on each reading and then upon final passage.” Councilmember Nickerson seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

Utilities Director Tim Luchsinger reported that an existing twenty foot wide easement needed to be vacated due to design changes for a water main in this area.

Motion by Paulick, second by Donaldson to approve Ordinance #9618.

City Clerk: Ordinance #9618 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9618 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9618 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-4 (Resolution #2017-3) was pulled for further discussion. Motion by Stelk, second by Fitzke to approve the Consent Agenda excluding item G-4. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of December 27, 2016 City Council Regular Meeting.

#2017-1 - Approving Acquisition of Utility Easement - SW Corner of Schimmer Drive and Blaine Street - Hatchery Holdings, L.L.C.

#2017-2 - Approving Acquisition of Utility Easement - Copper Creek Eighth Subdivision - The Guarantee Group, L.L.C.

#2017-3 - Approving Bid Award - Coal Handling Upgrade at Platte Generating Station with Martin Engineering of Neponset, Illinois in an Amount of \$49,764.11. Utilities Director Tim Luchsinger answered questions concerning the coal handling upgrade.

Motion by Steele, second by Nickerson to approve Resolution #2017-3. Upon roll call vote, all voted aye. Motion adopted.

#2017-4 - Approving Final Plat and Subdivision Agreement for Brewer Subdivision. It was noted that Marlene Leece, Hidden Farms, Inc. owner, had submitted the Final Plat and

Subdivision Agreement for Brewer Subdivision located north of Sixth Street and west of Elm Street for the purpose of creating 2 lots on 0.2 acres.

#2017-5 - Approving Final Plat and Subdivision Agreement for Lake Heritage Fourth Subdivision. It was noted that Doralene Niedfelt, owner, had submitted the Final Plat and Subdivision Agreement for Lake Heritage Fourth Subdivision located south of Highway 34 and east of Blaine Street for the purpose of creating 2 lots on 9.54 acres.

#2017-6 - Approving Intent to Create Fonner Park Business Improvement District.

#2017-7 - Approving Intent to Create South Locust Business Improvement District.

#2017-8 - Approving 2016 Storm Water Management Plan Program Grant.

#2017-9 - Approving Agreements with NDOR-Intermodal Planning Division for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2017 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program.

PAYMENT OF CLAIMS:

Motion by Minton, second by Hehnke to approve the Claims for the period of December 28, 2016 through January 10, 2017 for a total amount of \$1,118,238.04. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Hehnke, Haase, Jones, Stelk, and Nickerson voted aye. Motion adopted. Councilmember Paulick abstained. Councilmember Haase voted no on the following claims: Gilmore & Bell - \$12,500 and Municipal Capital Advisors - \$25,000.

ADJOURNMENT: The meeting was adjourned at 7:15 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, January 24, 2017

Council Session

Item G-2

Approving Minutes of January 17, 2017 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

January 17, 2017

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on January 17, 2017. Notice of the meeting was given in the *Grand Island Independent* on January 11, 2017.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following Councilmembers were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Michelle Fitzke was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director Renae Griffiths, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Megan Woods.

INVOCATION was given by Community Youth Council member Megan Woods followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEMS:

Recognition of Life Saving Award to Police Officer's O'Connor and McFarland. Police Chief Robert Falldorf presented the Life Saving Award to Police Officer's Hank McFarland and Andre O'Connor for saving the life of Shawn D. Lehn on November 27, 2016. Officer's McFarland and O'Connor were present for the recognition.

Presentation and Discussion Concerning the Grand Island Police Department. Police Chief Robert Falldorf presented the operations of the Police Department. He gave a brief history of the Police Department which was formed in April 1877. There were currently 109 total personnel, 85 sworn positions and 24 civilian positions. The 2017 budget for salaries was \$6,696,433.

Captain Dean Elliott presented the Patrol Division. The following positions were mentioned: 10 Sergeants, 42 patrol officers, 5 SRO's, 4 full-time CSO's and 3 part-time CSO's, 1 Housing and Urban Development (HUD) officer, 1 Cyber Crime Investigator, 1 Crime Analysis (civilian), and 2 K9 Unit Officers. There were 4 new Officers in training. Training for the Officers was reviewed.

The majority of the officers answer calls for service which included investigating criminal complaints, accidents and disturbances. They are a proactive enforcement such as traffic stops, DUI's, patrol high crime areas, stolen vehicles, bar checks, house checks, and patrol city parks. Special operations officers target problem areas such as State Fair traffic control and Harvest of Harmony Parade. They also provide coverage at the Central NE Regional Airport.

Discussion was held regarding the area of town the officers cover. Captain Elliott stated half of the shift is assigned north and half assigned south of the Union Pacific Railroad tracks.

Captain Jim Duering gave a presentation of the Administration Division. This division covered the administration and support of police functions; budgeting and grants; records and service desk; training, recruiting, hiring, and retention; victim/witness services; building maintenance; and fleet services. There were 2 Sergeants in Fleet and Training, 1 training officer, 1 office manager, 6 records clerks, 2 victim/witness advocates, 1 full-time building maintenance employee and 2 part-time custodians.

Explained were the duties of the Training and Hiring Division, Records Division, Fleet Services, Building Maintenance, and Victim Witness Unit.

Captain Duering answered questions regarding the Fleet Services. Maintenance was done by the City shop.

Captain Kerry Mehlin gave a presentation of the Criminal Investigation Division (CID). There were four areas of duties: General investigations, Child Abuse investigations, Drug Task Force, and Evidence Section. There were 2 Sergeants, 5 General investigators, 3 Drug Task Force investigators, 2 Child Abuse investigators, 1 Evidence and Property investigator, 2 civilian Evidence Technicians, and 1 Records Clerk.

Explained were the duties of the General Investigations, Child Abuse Investigations, Central Nebraska Drug and Safe Street Task Force, Evidence, Pawn & 2nd Hand Goods Stores, Social Media, Liaison with outside agencies (SCALES), Liquor License investigations, Adult Abuse investigations, Nebraska Fusion Information Network (NFIN) entries, cell phone account management, Nation Crime Information Center (NCIC) validations, department subpoenas, and Crime Stoppers.

Chief Falldorf commented on the 2011 citizen survey of the Police Department being reactive instead of proactive. This was the same year the International City/County Management Association (ICMA) did a study for the City of Grand Island. At that time the crime rate in Grand Island was high. ICMA recommended an increase of 10 officers from forty-two officers assigned to patrol to fifty-two officers assigned to patrol. This had taken place. Reviewed were calls for services and offenses from 2009-2016 which decreased in all areas.

The following concerns moving forward were:

- ICMA set recommended minimum staffing.
- Property Crime Rates and Violent Crime Rates may continue to rise if we move back to reactive policing.
- Increasing population/diversity.
- Grand Island Area Metropolitan Planning Organization (GIAMPO) Goals include:
 - Increasing the safety of the Transportation System (ranked #2 goal).
 - Increasing the security of the Transportation System (ranked #3 goal)
- Police Departments don't generally provide many revenue generating services.
- Fees are pretty much set at comparable standards across profession.

- Grants/Interlocal Agreements.
- Airport Security.

Chief Falldorf answered questions concerning the Police Department being at full-staff. Currently they were 6 officers short. Mayor Jensen recommended the Councilmembers take the opportunity to do a ride-a-long.

Jarrett Daugherty, 1605 East 17th Street, Aurora, NE representing the FOP stated they supported the report that had just been given. He commented on the importance of keeping the number of sworn officers at the IMCA recommended level. Mentioned were changes in state statutes that impacted the Police Department in a negative way.

Council took a recess at 8:21 p.m. and reconvened at 8:27 p.m.

Presentation and Discussion Concerning the Grand Island Public Library. Library Director Steve Fosselman introduced Alan Lepler, President of the Grand Island Library Board of Trustees. Mr. Lepler reported that there were seven Grand Island citizens appointed by the Mayor and confirmed by the City Council on the Library Board. They establish regulations for the government of the library for preservation, usefulness, efficiency, and exercise power to carry out State Statutes. The first Library Board was appointed prior to 1884.

The Library Board had authority over all money collected or donated to the credit of the library funds established within the City of Grand Island. There were two funds: donations from the Myrtle Grimminger estate in the Edith Abbott Memorial Library project fund of the city's Special Revenue Fund for projects outside the scope of the Library's general fund budget and the Abbott Trust fund was for purchase of nonfiction books.

Mr. Lepler reviewed the GILIBRARY 2020 Plan mission statement and guiding principles. In 2013 a report to the Council included the building space modifications. The Edith Abbott Memorial Library was especially designed to accommodate modifications as needs change and evolve. Several strategic planning initiatives may involve some modifications to better serve our patrons through use of donated funds.

Mr. Fosselman reviewed the 2016 highlights which included: restoration of County funding; uniform year-round hours of operation; partnership with Stuhr Museum and Hall County Historical Society; partnership with Humanities Nebraska and Moonshell Council; preliminary work with City PIO on library web sub-site; progress on implementing advanced technologies for more efficient patron services; participation in UNL Innovation Campus satellite makerspace grant application; work on design concepts for needed facility renovations; continued improvements to Children's Area in partnership with Sixpence program; and staff reorganization.

Mentioned were changes in Library services due to technology. 70% of the budget was for personnel. Currently there were 25 full-time employees.

Presented was the following 2017 GILIBRARY 2020 Plan:

- Registration of additional County Patrons
- Additional Nebraska 150, Nebraska Warrior Writers Project and other community programming partnerships
- Roll-out of library web sub-site
- Full implementation of advanced technologies for more efficient patron services and examination of other technological efficiencies
- Improvements in collection development and utilization
- Continued improvements to Children's Area including designated Ready-to-Read and after/out-of-school programming space
- Moving forward with current project for needed facility renovations and development of a multi-faceted long-range facilities master plan

Reviewed were the four major components of needed non-tax supported facility renovations:

1. Meeting Rooms/Friends-Internet Café
2. Admin Area Flip
3. Teen/Makerspace/Study Rooms
4. ADA Parking and Patron Walkway Access

Mr. Lepler stated the preliminary costs for the interior renovations were estimated at \$850,000 plus contingencies and architect/engineering to be determined. The preliminary costs for the ADA parking and patron walkway access would be completed soon. The next steps would be the issuance of an RFP for Architectural Design & Build and presentation to Council for approval to proceed with non-tax funding sources fully secured and the implementation of long-range library facilities master plan beyond 2020.

Discussion was held regarding building partnerships. Mentioned were exploring business and county partnerships. Access to the library through transportation was being looked at along with getting books to neighborhoods with no transportation to the library.

Discussion was held regarding the Library Foundation. Mentioned was that the Library Board was responsible for the finances, funding, and paying bills for the library. Comments were made that libraries were created under State Statutes §16 and §51.

ADJOURNMENT: The meeting was adjourned at 9:45 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, January 24, 2017

Council Session

Item G-3

#2017-10 - Approving Adoption of Alternate 457 Deferred Compensation Plan

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: January 24, 2017

Subject: Approving Adoption of Alternate 457 Deferred Compensation Plan

Presenter: Aaron Schmid, Human Resources Director

Background

The City sponsors a deferred compensation plan as established by Code 457 of the 1986 Internal Revenue Code. This is an optional plan City employees may elect, in addition to the mandatory 401(a) deferred compensation plan. There is no City match to the 457 plan.

Discussion

In April of 2016, Police and Fire Department employees selected Union Bank and Trust (UBT) for their retirement plan services. Following adoption of the plan, UBT has requested to also offer a voluntary 457 plan. This would allow employees to participate in both plans using the same vendor. The City currently offers four vendors that employees can choose from if they desire to participate in the 457 plan. Fees and expenses incurred by the plans are paid by participating employees.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve to allow Union Bank and Trust to offer a 457 plan to City employees.

Sample Motion

Move to approve Union Bank and Trust to offer a 457 deferred compensation plan to City employees, in addition to current plan providers.

RESOLUTION 2017-10

WHEREAS, the Grand Island City Council, pursuant to its authority to adopt employee benefit programs, wishes to adopt and approve plan documents to make the benefits of Union Bank and Trust's ("UBT") Deferred Compensation Plan (the "Plan") available to employees of the City of Grand Island; and

WHEREAS, the Council desires to take and authorize action necessary to adopt such trust accounts, annuity contracts or custodial accounts as are necessary to establish funding vehicles with UBT or its affiliates for the Plan and to permit it or them to receive and invest contributions in such investment options as are selected by Employees participating in the Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that:

The form of the plan documents for the Plan provided by UBT is hereby approved and adopted for the benefit of Employees of the City of Grand Island; and

FURTHER RESOLVED, that pursuant to the Plan, the Council further establishes funding accounts with UBT for receipt of the investment contributions made under the Plan, as directed by participating Employees; and

FINALLY RESOLVED, that the City Finance Director in coordination with the Human Resources Department, is hereby authorized and directed to execute the plan documents for the Plan in substantially the form presented to this council, to communicate the terms of the Plan to Employees, to designate Employees as eligible for participation in the Plan in accordance with terms of the Plan, to enter into agreement with the Plan participants for participation, including Salary Reduction Agreements, and to take such further actions as may be necessary and appropriate to implement these Plans and effectuate the terms and intent of the resolution.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 24, 2017.

Jeremy L. Jensen, Mayor

ATTEST:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 20, 2017	☐ City Attorney



City of Grand Island

Tuesday, January 24, 2017

Council Session

Item G-4

**#2017-11 - Approving Purchase of 2018 Truck with 55 Foot
Articulating Overcenter Aerial Device - Electric Overhead Division
(Unit #1541)**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Stacy Nonhof, Assistant City Attorney

Meeting: January 24, 2017

Subject: 2018 Truck with 55 Foot Articulating Overcenter Aerial Device - Electric Overhead Division

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Electric Overhead Division of the Utilities Department has a 2005 Freightliner Model M2106 truck with a Terex Telelect Model TC-55 aerial device. This vehicle has approximately 50,000 miles and 10,300 hours, which is equivalent to approximately 309,000 miles on the engine and power transmission equipment. This vehicle is due to be replaced based upon its maintenance and operating history and the Department vehicle replacement schedule.

Discussion

The Grand Island City Council approved the use of the National Joint Powers Alliance Buying Group (NJPA) on October 28, 2014 with Resolution 2014-326. To meet competitive bidding requirements, the Utilities Department obtained pricing from the NJPA Contract No.031014-ALT awarded to Altec Industries, Inc.

Specifications for replacement of Unit #1541 were prepared by Department staff resulting in a recommendation of a 2018 truck with an articulating overcenter aerial device from Altec Industries Inc., of St. Joseph Missouri, in the amount of \$254,844.00.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the purchase of the 2018 Truck with 55 Foot Articulating Overcenter Aerial Device for the Line Division of the Utilities Department, from Altec Industries St. Joseph, Missouri, in the amount of \$254,844.00.

Sample Motion

Move to approve the purchase of a 2018 Truck with 55 Foot Articulating Overcenter Aerial Device from Altec Industries St. Joseph, Missouri, in the amount of \$254,844.00.



RESOLUTION 2017-11

WHEREAS, the City of Grand Island Overhead Line Division of the Utilities Department budgeted for a 2018 Truck with 55 Foot Articulating Overcenter Aerial Device in the current budget; and

WHEREAS, on October 28, 2014 with Resolution 2014-326, the City Council approved the use of the National Joint Powers Alliance Buying Group (NJPA) to meet competitive bidding requirements; and

WHEREAS, to meet competitive bidding requirements, the Utilities Department obtained pricing from the NJPA Contract No. 031014-ALT awarded to Altec Industries, Inc., such bid being in the amount of \$254,844.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a 2018 Truck with 55 Foot Articulating Overcenter Aerial Device from the NJPA Contract No. 031014-ALT, in the amount of \$254,844.00, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
January 20, 2017	☒ City Attorney



City of Grand Island

Tuesday, January 24, 2017

Council Session

Item G-5

**#2017-12 - Approving Engineering Consulting Agreement for Cell
3 Liner Construction at the Grand Island Regional Landfill**

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Jeff Wattier, Solid Waste Superintendent

Meeting: January 24, 2017

Subject: Approving Engineering Consulting Agreement for Cell 3 Liner Construction at the Grand Island Regional Landfill

Presenter(s): John Collins PE, Public Works Director

Background

The Grand Island Landfill Phase I development is comprised of four cells (Cells 1, 2, 3, and 4) of lateral expansion that are located within a 52 acre landfill footprint. Cell 1 was constructed in 1993 and Cell 2 was constructed in 1998. Landfilling will continue in Cells 1 and 2 until intermediate and final grades are achieved. Cell 3 will be constructed when filling in Cells 1 and 2 nears completion within the next several years. Cell 4 will be constructed when filling in Cell 3 nears completion or as facility operations warrant.

On October 19, 2016 the Engineering Division of the Public Works Department advertised for Engineering Services for Cell 3 Liner Construction at the Grand Island Regional Landfill, with eighteen (18) potential respondents.

Discussion

Three (3) engineering firms submitted qualifications for the engineering services for Cell 3 Liner Construction at the Grand Island Regional Landfill. HDR Engineering, Inc. of Omaha, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Firm experience and qualifications on similar work (50%)
- Proposed project schedule / approach (40%)
- Past experience working with the City of Grand Island Public Works Department (10%)

Compensation for HDR Engineering, Inc. services will be provided on a time and expense basis not to exceed \$126,570.00.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the agreement with HDR Engineering, Inc. of Omaha, Nebraska, in the amount of \$126,570.00.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
CELL 3 LINER CONSTRUCTION**

RFQ DUE DATE: November 1, 2016 at 4:00 p.m.
DEPARTMENT: Public Works
PUBLICATION DATE: October 19, 2016
NO. POTENTIAL BIDDERS: 15

SUMMARY OF PROPOSALS RECEIVED

HDR
Omaha, NE

Cornerstone Environmental Group
Kansas City, MO

SCS Engineers
Omaha, NE

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Renae Griffiths, Finance Director
Jeff Wattier, Solid Waste Supt.

P1909

**SHORT FORM AGREEMENT BETWEEN OWNER
AND HDR ENGINEERING, INC.
FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER 1**

THIS AGREEMENT is made as of this _____ day of _____, 2017, between City of Grand Island, Nebraska (“OWNER”) a municipality, with principal offices at 100 East First Street, Grand Island, Nebraska 68801, and HDR ENGINEERING, INC., (“ENGINEER”) a Nebraska corporation, with principal offices at 8404 Indian Hills Drive, Omaha, Nebraska, 68114 for services in connection with the project known as the Grand Island Regional Landfill Cell 3 Liner Design and Construction (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The “HDR Engineering, Inc. Terms and Conditions for Professional Services,” which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of Per Diem. Compensation for this Project is described in attached Exhibit A.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Per Diem shall mean an hourly rate equal to Direct Labor Cost times a multiplier of three and eighteen hundredths (3.18) to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expense.

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add five percent (5%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time periods described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

None identified.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

"ENGINEER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
TERMS AND CONDITIONS

Exhibit A
Scope of Services
Grand Island Regional Landfill
Cell 3 Liner Design & Construction Phase Services

SCOPE OF SERVICES

HDR will provide design, bid solicitation and administrative support, and construction services for the Cell 3 Liner at the Grand Island Regional Landfill. This and the understandings listed below serves as the foundation for the scope of services.

Task 1 - Basic Final Design Services

Objective:

The key objective of this task is to review and evaluate data, make decisions necessary to initiate the liner design activities, and incorporate survey(s) into design documents for the liner project.

HDR Activities:

HDR will set up a Dropbox.com folder account for the Cell 3 Liner project for the sharing of files and collaboration throughout design and construction.

HDR will meet with the City to review the project approach, schedule, and confirm or identify other project requirements. This **project initiation meeting** will include a site visit, a meeting agenda and notes (which will serve as the Design Memorandum and basis for subsequent tasks). HDR will use site sequence, roadway, and liner information from the existing facility permit and Cell 2 design drawings, in combination with the pre-design survey provided by the City, to further define design requirements and prepare a concept layout for inclusion in the Design Memorandum. This project initiation meeting will serve to establish the final areas for construction and bidding strategies. Topics to be addressed at the initiation meeting will include the following subjects:

- Confirm liner footprint (extent of area)
- Leachate sump and extraction riser location, control system and data management requirements
- Access during construction – construction contractor, landfill equipment operations and customer traffic
- Access after construction – landfill equipment operations and customer traffic
- Signage requirements
- Soil management and stockpile preferences
- Areas of potentially unsuitable soils (along old drainageway and along current storm water management drainage)
- Management of storm water during and following construction
- Leachate mitigation and management of storm water in completed Cell 3 (rain flap) – coordination with filling operations
- Areas for topsoiling/seeding
- Review latest on bidding environment in 2017 – refine bidding and construction schedule

HDR will evaluate the costs of the permitted 4-foot recompacted clay liner versus a traditional composite liner (2-foot recompacted clay and geomembrane). Cost evaluation will include the cost savings on bulk excavation for the composite liner, along with the additional costs associated for a permit modification.

Immediately after receipt of landfill topographic survey from the City, HDR will initiate a comprehensive utilities survey. The utilities survey will consist of initiating One-call; locating utilities associated with the existing leachate forcemain, manholes and stormwater lift station in the Cell 3 and Cell 4 area, including leachate line cleanouts (edge of Cell 2), electrical poles, transformers and control panels; locating leachate lagoon pipe penetrations; and survey of the alternate entrance roadway on northwest side of the facility. The landfill topographic survey provided by the City and the utilities survey prepared under this task will be utilized for the design in Task 2.

Meetings:

HDR anticipates a project initiation/kick-off meeting with site visit to discuss and finalize the design approach and resolve ancillary issues.

Deliverables:

- Dropbox.com project folder for use in document exchange
- Agenda for meeting and meeting notes (Design Memorandum)
- Utilities survey

Key Understandings:

- The City will provide a topographic survey of the landfill, including the Cells 1, 2, 3 and 4 areas and applicable surrounding area, in AutoCAD (*.dwg) format with data surfaces, breaklines, and coordinate geometry (COGO) points.
- Design drawings from Cell 2 can be relied on as representative of existing conditions for the Cell 3 design. No changes from utilities shown in the Cell 2 design drawings. City will provide data on available on-site electrical service.
- Decisions made in this Task will serve as the basis of design for subsequent tasks.
- HDR's past experience does not suggest the need for additional major permit modifications and approvals, unless the liner system evaluation shows a composite liner more cost effective. Preparation of such major permit modification would be provided as Additional Services under optional Task 1B.
- HDR will assist the City in communicating with NDEQ on potential minor permit modifications. Documentation required for possible minor permit modification is anticipated to be completed as part of the design efforts in Task 2.
- Drawings will be prepared in AutoCAD format (as agreed to by the City). All other documents will be transmitted to the City in PDF, MSWord, MSEXcel formats or other standard business software, as appropriate.
- HDR's subconsultant Benesch will provide surveying services.

Task 1B – Permit Modification (Optional)

This task is implemented only if the liner cost evaluation in Task 1 shows that a composite liner will be more cost effective than the currently permitted alternative 4-foot recompacted clay liner and the City desires to pursue the permit modification.

Objective:

The key objective of this task is to prepare a permit modification package to the NDEQ for a composite liner system (2-foot recompacted clay with geomembrane) for Cells 3 and 4.

HDR Activities:

HDR will facilitate a meeting with NDEQ and the City to refine the permit modification requirements.

Prepare a permit modification to the existing facility permit for composite liner design. The following items are anticipated to be required by NDEQ for this permit modification.

- Permit Application – Revise Section 3.4 Liner Design and 3.9 Soil Balance/Landfill Volume for composite liner design for Cells 3 and 4.
- Appendix A – Operational Plan: Add description of leachate recirculation procedures and application rates over composite liner cells.
- Appendix C – Leachate Management Plan: Prepare HELP model runs for leachate recirculation over Cells 3 and 4. Confirm the leachate drainage layer depth. Complete calculations for leachate pump sizing.
- Appendix I – Construction Quality Assurance Plan: Update the CQA Plan for geomembrane in the liner system.
- Appendix K – Permit Drawings: Update 5 permit drawings for composite liner details.
- Appendix T – Slope Stability: Prepare slope stability calculations for the composite liner.

HDR will electronically submit the draft permit modification documents to the City for review. HDR will attend a review meeting with the City to go over comments and identify final changes to the permit modification. Minutes for the review meeting will refer to the revisions incorporated into the permit documents, where appropriate. Upon receipt of City's comments, the permit modification application will be finalized and prepared for submittal to NDEQ. HDR will respond to NDEQ comments as noted under Key Understandings.

Meetings:

Task kick-off meeting with NDEQ and the City at NDEQ offices in Lincoln, Nebraska. Review meeting with the City at the Transfer Station office. Both meetings will be attended by one (1) HDR personnel.

Deliverables:

- Draft permit modification for City review
- Final permit modification package for submittal to NDEQ
- Responses to NDEQ

Key Understandings:

- City will pay the NDEQ permit modification fee, if required by NDEQ.
- City will provide copy of the permit drawings in AutoCAD.
- NDEQ will have minimal comments on the permit modification submittal. An allowance of \$5000 has been included in the fee to respond to comments.
- NDEQ will public notice the permit modification. A public hearing is not anticipated. If a public hearing is required, HDR can provide assistance to the City as Additional Services if requested.
- The design and bidding schedule in the section below would need to be revised if this optional task is initiated.

Task 2 – Specific Final Design – Cell 3 Liner and Leachate Collection System

Objective:

The key objective of this Task is to complete the design of a constructible lateral expansion of the facility's liner and leachate collection system.

HDR Activities:

Conduct regular progress meetings to obtain City input and inform the City of the progress and any decisions, issues or cost considerations that arise during the course of the design. Documents for review and discussion will be placed in the project Dropbox folder. Communications will include bi-weekly conference calls with City staff during design.

After review of historic data and development of the Design Memorandum, HDR will refine the design and confirm or identify other project requirements and issues. Based on discussion/decisions in the initiation meeting, technical areas of refined design will include:

- Identification of the final liner acreage and areas to be graded
- Refine construction schedule and construction sequencing for new leachate header, abandonment of old leachate header, and extension of the existing lateral leachate line (coordinated with customer and City traffic in the area)
- Bidding strategies and unit bid items that will allow the project area to be optimized based on costs
- Verification of storm water routing integrated with existing control measures, control of silt/erosion, leachate minimization, and management of storm water prior to and after cell being covered with waste
- Access for construction, coordination with City, and laydown/staging areas
- Initial identification of traffic routing and soil stockpiles
- Post-construction roads to the disposal area and relationship to existing and future disposal areas
- Liner terminations, overbuilds and offsets
- Leachate sump, pump, extraction riser and electrical power for pumping requirements design and specifications – HDR will communicate with Southern Power to coordinate electrical service requirements and division of responsibility
- Other design alternatives identified in the project initiation meeting

Review prior design calculations previously developed by others for adequacy in areas of side slopes and leachate pump sizing.

Utilize the City's Front End Documents and prepare applicable supplemental Project Requirements-Special Provisions and specifications for Division 1, technical specifications, drawings and construction contract documents and assist in identifying bidding attributes (for the on-line bidding process). Assist the City in developing the lump sum and unit bid items for the bid form. Supplemental specifications anticipated to be developed and coordinated with the City's General Specifications include:

- Project Requirements-Special Provisions to include project specific terms and conditions, order of construction schedule, project meetings, special considerations and description of bid items
- Supplemental instructions
- Summary of work & job conditions
- Product substitutions
- Submittals

- Environmental protection and special controls
- Product delivery, storage and handling
- Demolition, abandonment, removal and salvage

Provide design documents and technical specifications for City review at required intervals (e.g., 50% and 90% design) and meet with the City following each submittal to review and discuss these documents. Incorporate City comments, as applicable, and revise the design documents. Finalize the design and prepare 100% design level documents for City legal review. Incorporate the City legal review comments and provide final contract documents under Task 3.

During City legal review and just prior to bidding, HDR will conduct a topographic survey of the Cell 3 area of approximately 12 acres to account for soil excavations and pre-grading work completed by the City since completion of the original pre-design survey. This will be utilized to refine the bid form quantities.

Based on the concept level liner cost evaluation completed in Task 1, HDR will prepare opinions of probable construction costs for the Cell 3 liner project at the 50%, 90% and 100% design levels.

On behalf of the City, HDR will notify the NDEQ of the intended liner construction project and anticipated construction schedule. HDR will also identify any pertinent features that vary from the permit.

Meetings:

Progress meetings will include face-to-face meetings at key design milestones (e.g., 50% and 90% design levels) with two (2) HDR personnel. Additional communications will be conducted through conference calls on a bi-weekly basis.

Deliverables:

- Agenda for meetings and meeting notes including distribution to meeting attendees
- Cost Opinions at 50%, 90% and 100% design levels
- Electronic copy of design drawings and specifications at 50% and 90% levels
- Electronic copy of contract deliverables, drawings, and final design level plans and specifications for City legal review
- One (1) hard copy of final contract documents (full-size drawings and specifications) to City
- Pre-bid topographic survey
- Notification letter/communications with NDEQ

Key Understandings:

- Decisions made in Task 1 will serve as the basis of design. Efforts in this task based on current permitted 4-foot recompacted clay liner.
- Drawings will be prepared in AutoCAD format and drawing size 22x34.
- The City will be responsible for preparing the City forms and front-end documents. City will provide a copy of these documents to HDR for coordination with the specifications.
- The contract documents are required to be reviewed by City legal department prior to bid advertisement. The proposed schedule described in section below, allows up to six weeks for legal review. City legal review will not have substantial changes to the contract documents that significantly affect the specifications or drawings.
- Specifications will utilize the standard 6-digit, 50-division numbering system.
- HDR does not anticipate modifications to the City's existing NPDES permit.

- The bid documents (design plans) and related analysis will be submitted to NDEQ, if different from the existing Title 132 permit and submittal required by NDEQ, for inclusion in the existing Grand Island Regional Landfill permit. No additional figures or calculations beyond those prepared for the design will be required.
- No major modifications to the site's existing permit are included in this Task. Based on the recent permit renewal, the area and features of Cell 3 are not anticipated to change significantly during the design process.
- HDR's subconsultant Benesch will provide surveying services.

Task 3 – Bidding Assistance

Objective:

The key objective of this task is to assist the City with bidding of the Grand Island Regional Landfill Cell 3 Liner project and to provide a technical evaluation of bids received.

HDR Activities:

Provide the City with complete drawings and specifications in electronic format for issuance through the City's on-line bidding system.

Assist the City in conducting a pre-bid conference and in soliciting bids for construction, including assisting the City Clerk's Office in answering technical questions from prospective bidders, preparing bid addenda, reviewing and evaluating bids. Lump sum and select unit costs will be used in bidding the project to minimize risk to the parties and to encourage competitive bidding.

Evaluation of bids will include bid tabulation, telephone calls to references of apparent responsible lowest bidder, communications to bidder to confirm availability and schedule, and preparation of recommendation letter.

Meetings:

Pre-bid meeting with one (1) HDR personnel.

Deliverables:

- Electronic copies of contract documents (drawings, specifications including supplemental information) for incorporation in the City's on-line bidding process
- Pre-bid meeting agenda and meeting notes
- Addenda and responses to bidders' questions
- Recommendation letter with bid evaluation and bid tabulation

Key Understandings:

- The City will coordinate with their on-line bidding tool, QuestCDN, for placement of bidding documents on-line.
- Addenda will be provided to the City in electronic format for placement in the City's on-line bidding system. HDR has assumed up to 36 personnel hours to respond to bidder questions and prepare addenda. If efforts appear to exceed these hours, the City will be notified and estimation of additional fee will be provided.
- City will print and distribute hard copies of Contract Documents from the City Clerk's Office for those bidders who walk in and pick up hard copies.
- Bid tabulation will be for internal City use only and will not be published with the recommendation letter.

Additional Services

Additional Services will include construction period services for construction contract administration, observation of Cell 3 liner construction, quality assurance testing and documentation, and preparation of the construction documentation report necessary for the NDEQ to approve the liner construction. Services will include:

- Task 4 – Basic Construction Phase Services
- Task 5 – Resident Construction Observation and Inspection Services

The scope of these services and compensation will be further detailed and defined during bidding assistance period based on final design.

Schedule

Engineering Services associated with this project will commence upon Notice to Proceed from the City of Grand Island. The schedule below provides detail for Tasks 1 through 3 described in Scope of Services; target (calendar) dates have been included to illustrate completion timeframes based upon assumed Notice to Proceed, Advertisement for Bid and Award of Construction Contract. The dates for bid advertisement and receipt of bids may be adjusted to target a desired bidding environment.

ACTIVITY	DATE
Notice to Proceed	January 25, 2017
Background Data Review, Receipt of Survey & Liner System Cost Evaluation	January 25 – February 28, 2017
M Initiation Meeting	February 8, 2017
Draft Design Memorandum	February 9 – 22, 2017
City Review of Design Memorandum	February 22 – March 1, 2017
M Conference Call Review Meeting	March 1, 2017
Design Memorandum and Concept Layout	March 1 – 15, 2017
Final Liner Design & Contract Document Development	March 15 - July 31, 2017
Preparation of 50% Design	March/April 2017
M 50% Review Meeting	April 19, 2017
Preparation of 90% Design Plans and Specifications	April/May 2017
M 90% Review Meeting	May 31, 2017
Preparation of 100% Design Plans and Specifications	June 2017
Final Bid Document Review – City Legal	June 14 – July 26, 2017
Address City Legal Comments	July/August 2017
Advertisement for Bid	August 8, 2017
M Pre-Bid Conference	August 23, 2017
Bid Receipt	September 19, 2017
Contractor Notice of Award/Contract Agreement	October 2017
Cell 3 Liner – Bulk Excavation	October 2017 or March 2018 start
Cell 3 Liner Construction	March 2018 – July 2018
Submission of CQA Report to NDEQ	July/August 2018

Compensation

The following table is provided to illustrate level of service anticipated with Tasks 1 through 3. This table was developed as a result of preliminary discussions and meeting between the City of Grand Island and HDR. The estimated fee for Tasks 1 through 3, not-to-exceed without written authorization of the City, is Ninety-Four Thousand Four Hundred and Thirty dollars (\$94,430.00). The estimated fee for optional Task 1B, if authorized by the City to complete, is Thirty-Two Thousand One Hundred Forty dollars (\$32,140.00).

HDR proposes to invoice the City on a per diem plus Reimbursable Expenses basis pursuant to the Agreement. Compensation terms are defined in the Agreement between the City and HDR.

Grand Island Regional Landfill Cell 3 Liner Design & Construction Engineering Fee Estimate

	Category Totals			TOTAL
	Hours	Labor Fee	Expenses	
Task 1 - Basic Final Design Services	97	\$12,940	\$5,540	\$18,480
Task 2 - Specific Final Design Cell 3 Liner & Leachate Collection	508	\$60,620	\$4,760	\$65,380
Task 3 - Bidding Assistance	76	\$10,340	\$230	\$10,570
TOTAL Tasks 1-3	681	83,900	10,530	94,430
Optional Task 1B - Permit Modification				
TOTAL Optional Task 1B	258	31,780	360	32,140

HDR Engineering, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any

OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support

of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate,

remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$100,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

RESOLUTION 2017-12

WHEREAS, on October 19, 2016 the Engineering Division of the Public Works Department advertised for Engineering Services for Cell 3 Liner Construction at the Grand Island Regional Landfill; and

WHEREAS, on November 1, 2016 three (3) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria HDR Engineering, Inc. of Omaha, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and HDR Engineering, Inc. wish to enter into an Engineering Services Agreement to provide engineering consulting services for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and HDR Engineering, Inc. of Omaha, Nebraska for engineering services related to Cell 3 Liner Construction at the Grand Island Regional Landfill, in the amount of \$126,570.00, is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 20, 2017	☐ City Attorney



City of Grand Island

Tuesday, January 24, 2017

Council Session

Item G-6

#2017-13 - Approving Agreement for the Nebraska Public Transportation Assistance Program

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: January 24, 2017

Subject: Approving Agreement for the Nebraska Public Transportation Assistance Program

Presenter(s): John Collins PE, Public Works Director

Background

Funds are available through the State of Nebraska Public Transportation Assistance Program to aid the City financially in providing public transit services.

On August 23, 2016, by Resolution No. 2016-203, City Council approved the application for the maximum amount of state funds the City is eligible for in the amount of \$152,385.00 for the period of July 1, 2016 to June 30, 2017. The State funds will be used towards the City's local matching obligation for Section 5307 Urban Transit funds.

The City is required to apply for this grant each year.

Discussion

The State of Nebraska Public Transportation Assistance Program has approved an agreement with the City of Grand Island for an amount not to exceed State funds of \$152,385.00 or 50% of eligible operating costs, whichever is smaller. This grant will provide partial funding of the Senior Citizens Industries, Inc. agreement with the City for public transit services.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the agreement with the Nebraska Department of Roads through the State of Nebraska Public Transportation Assistance Program to aid the City financially in providing public transit services.

Sample Motion

Move to approve the resolution.

AGREEMENT

THIS AGREEMENT made and entered into by the State of Nebraska, Department of Roads, hereinafter referred to as "Department," and the City of Grand Island, hereinafter referred to as "Contractor," is for the purpose of providing partial funding of Contractor's Public Transportation System (hereinafter referred to as "Project"), from July 1, 2016 until June 30, 2017.

WHEREAS, the Nebraska Public Transportation Act as provided by Neb.Rev.Stat. §13-1201 through 13-1214 (Reissue 2012), established a public transportation assistance program to provide State financial assistance to qualified eligible recipients, and

WHEREAS, the Contractor qualifies as an eligible recipient of public transportation assistance, and

WHEREAS, the Contractor has agreed to operate, or contract for the operation of, a public transportation system for the duration of this Agreement; and

WHEREAS, the Contractor has the capability to provide local matching funds of an amount equal to that provided by the Department;

NOW THEREFORE, in consideration of these facts the parties agree as follows:

Section 1 PROJECT SCOPE

The Contractor shall undertake and complete the Project as described in its Application for the Nebraska Public Transportation Assistance Program, hereinafter referred to as "Project Application", filed with and approved by the Department, and in accordance with the terms and conditions of this Agreement.

Section 2 REDUCED FARES

The Contractor agrees to offer, on city bus systems included in this Project and operating over regularly scheduled routes, a reduced fare to the elderly and handicapped not to exceed one-half of

City of Grand Island
RPT-M401(2017)
CN 42845

Page 1

the rates generally applicable to other persons at peak hours for each one way trip. The Contractor may designate certain peak hours during which this section shall not apply.

Section 3 AGREEMENT PERFORMANCE TERM

The Agreement performance term shall be from July 1, 2016 until June 30, 2017.

Section 4 FUNDING

The Department's share shall not exceed State funds of \$152,385.00 or 50% of eligible operating costs whichever is smaller. The fulfillment of this dollar amount will be contingent upon the availability of State funds during the Agreement performance term referred in Section 3.

Section 5 PROJECT COST

The Department shall subsidize a percentage of the eligible operating deficit and the Contractor agrees to provide, from local sources, funds in an amount equal to the Department subsidy. The Contractor shall initiate and pursue to completion all actions necessary to enable the Contractor to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs. The Contractor further agrees no refund or reduction of the amount so provided will be made, unless there is at the same time, a refund to the Department of a proportionate amount.

Section 6 PROJECT EQUIPMENT USES

The Contractor agrees the Project equipment shall be used as described in the approved Project Application for the duration of its useful life. If, during such useful life, any Project equipment is not used in this manner or is withdrawn from service, the Contractor shall immediately notify the Department and shall dispose of such equipment in accordance with procedures acceptable to the Department.

Section 7 LEASES OR SUBCONTRACTS

Anytime the Contractor leases or subcontracts with a third party for the operation of public transportation, the requirements and stipulations contained herein shall be held applicable to the third party. All third party subcontracts shall be approved by the Department, prior to execution by the Contractor.

Section 8 RECORDS AND REPORTS

(a) ESTABLISHMENT AND MAINTENANCE OF ACCOUNTING RECORDS

The Contractor shall keep and maintain satisfactory records with regard to the use of the property in accordance with the Accounting Manual and submit to the Department upon request such information as is required in order to assure compliance with this Section and shall immediately notify the Department in all cases where the service offered is changed substantially from that described in the Project Application. The Contractor shall establish and maintain, in accordance with requirements established by the Department in the Accounting Manual, separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account.

(b) PROJECT COSTS DOCUMENTATION

All charges to the Project Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the Accounting Manual.

(c) CHECKS, ORDERS AND VOUCHERS

Any check or order drawn by the Contractor with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Contractor stating in proper detail the purpose for which such check or order is drawn. All checks, invoices, contracts, vouchers, orders or other accounting documents

pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

(d) REPORTS

The Contractor shall advise the Department regarding the progress of the Project at such times and in such manner as the Department may require, including, but not limited to meetings and monthly reports. The Contractor shall submit to the Department, at such time as may be required, such financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by the Department, and shall permit extracts and copies thereof to be made, during the Agreement period and for three (3) years after the date of final payment.

Section 9 PAYMENTS

(a) The Department shall pay for the eligible costs incurred under the terms of this Agreement and only those costs properly documented and itemized on the Contractor's invoice.

(b) Payments shall be made once each month and shall be for costs incurred within the scope of this Agreement. The Contractor shall submit monthly invoices and such invoices, or supplements thereto, shall be the basis of payment. The final invoice (for the month of June) must be submitted to the Department no later than August 15th following the close of the Agreement performance term. Any invoices received after that date will be paid from funds authorized for the following fiscal year's agreement. The invoices shall be signed by a duly authorized representative of the Contractor, certifying that all of the items therein are true and correct. Payment shall be made subject to pre-audit processes by duly authorized representative(s) of the Department. The Department, upon receipt of the proper invoices, will make every reasonable effort to provide payment to the Contractor within (15) calendar days.

Section 10 INSPECTIONS AND AUDIT

The Contractor shall permit the Department, or its duly authorized representative(s), to inspect all vehicles, facilities and equipment engaged by the Contractor as part of the Project, all transportation services rendered by the Contractor by the use of such vehicles, facilities and equipment and all relevant Project data and records. The Contractor shall also permit the Department or its duly authorized representative(s) to conduct audit procedures of the financial records and accounts of the Contractor pertaining to the Project.

Section 11 TERMINATION

Either party may, by written notice to the other party, terminate the Project and cancel this Agreement after thirty (30) days notice for any of the following reasons:

- (1) The Contractor discontinues providing the transportation services as agreed;
- (2) The Contractor takes any action pertaining to this Agreement without the approval of the Department and which under the procedures of this Agreement would have required the approval of the Department;
- (3) The commencement, prosecution or timely completion of the Project by the Contractor is, for any reason, rendered improbable, impossible or illegal;
- (4) The Contractor shall be in default under any provision of this Agreement;
- (5) The Contractor fails to provide sufficient matching funds as defined in its Project Application; or
- (6) The Contractor desires termination for any reason.

Section 12 AGREEMENT CHANGES

Any proposed change in this Agreement shall be submitted to the Department for its prior approval.

Section 13 PROHIBITED INTERESTS

Any member, officer, or employee of the Contractor shall comply with appropriate State Statutes concerning any interest, direct or indirect in this Agreement or the proceeds thereof.

Section 14 NONDISCRIMINATION

The Contractor agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Neb.Rev.Stat. §48-1101 through 48-1126 (Reissue 2010), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "A" attached hereto and hereby made a part of this Agreement.

Section 15 CLAIMS

The Contractor indemnifies, saves and holds harmless the Department and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the work to be performed by the Contractor hereunder and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of the action taken hereunder by the Contractor. It is further agreed that any and all employees of the Contractor and all other employees except employees of the Department while engaged in the performance of any work or services required or provided for herein to be performed by the Contractor shall not be considered employees of the Department, and that any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the Department.

Section 16 INSURANCE

City of Grand Island
RPT-M401(2017)
CN 42845

The Contractor shall maintain in amount and form satisfactory to the Department such insurance or, if permitted by law, Contractor shall maintain a self-insurance program as will be adequate to protect it and the subcontractor, if any, in case of accident. As a minimum, the coverage shall consist of not less than the following amounts:

- 1. Workers' Compensation - Statutory
 - 2. Bodily Injury and Property Damage - with a combined single limit of liability of \$500,000 each occurrence
- or
- Bodily Injury
 - General and Automobile \$250,000 each person
 - General and Automobile \$500,000 each occurrence
 - Property Damage
 - General and Automobile \$250,000 each occurrence
 - General \$500,000 each aggregate

The insurance referred to in Number 2 above shall be written under Comprehensive General and Comprehensive Automobile Liability Policy Forms, including coverage for all owned, hired, and non-owned automobiles. The Contractor may at his option provide the limits of liability as set out above by a combination of the above-described policy forms and excess liability policies. Contractor shall verify compliance with this section by submitting a copy of its Certificate of Insurance, or if self-insured, a letter to this effect.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representative of the Contractor and Department effective the day and year below written.

EXECUTED by the Contractor this _____ day of _____, 2017

CITY OF GRAND ISLAND

BY _____

TITLE _____

EXECUTED by the Department this _____ day of _____, 2017

STATE OF NEBRASKA
DEPARTMENT OF ROADS

Abraham Anshasi, P.E.
Assistant Intermodal Engineer

EXHIBIT A

NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

(1) Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of handicap, race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C" of Part 21 of the Regulations.

(3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontractor, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

City of Grand Island
RPT-M401(2017)
CN 42845

Page 9

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions of noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the Department, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2017-13

WHEREAS, on June 14, 2016 via Resolution No. 2016-138 City Council approved the agreement between the City of Grand Island and Senior Citizens Industries, Inc. of Grand Island, Nebraska for public transit services; and

WHEREAS, such approval consisted of an agreement providing compensation to Senior Citizens Industries, Inc. in the total amount of \$638,430 for the period of July 1, 2016 to June 30, 2017; and

WHEREAS, the City has the option to renew the agreement for a maximum of two years beyond June 30, 2017 in increments of two months; and

WHEREAS, funds are available through the State of Nebraska Public Transportation Assistance Program to aid the City financially in providing public transit services; and

WHEREAS, the maximum amount of funds the City is eligible for through this funding is \$152,385.00 for the period of July 1, 2016 to June 30, 2017, which is the requested amount on the Application for the Nebraska Public Transportation Assistance Program; and

WHEREAS, upon the State's review of all submitted requests the applicants are notified of the exact amount they are to receive, based on funds available vs. funds requested.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign the Agreement for the Nebraska Public Transportation Assistance Program for the State Funds requested of \$152,385.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 20, 2017	☐ City Attorney



City of Grand Island

Tuesday, January 24, 2017

Council Session

Item G-7

#2017-14 - Approving Bid Award for Asphalt Hot-Mix 2017

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Shannon Callahan, Streets Superintendent
Meeting: January 24, 2017
Subject: Approving Bid Award for Asphalt Hot-Mix 2017
Presenter(s): John Collins PE, Public Works Director

Background

Asphalt Hot-Mix is used by the Streets Division's asphalt crew throughout the construction season to patch potholes and full-depth patch sections of roadways that are showing signs of failure.

Bidders are given the opportunity to write-in mixes that they know they will be producing this season. This allows a wider variety of mixes with set prices to be available to the Streets Division. The purchase of asphalt can then be based on the type of mix best suited for each patching job.

A primary and secondary bid award is being recommended for each mix type which sets prices for more than one producer so the optimal material can be purchased in the event the other producer(s) are not making that mix type or the plant is not running.

Discussion

Bids were advertised on December 12, 2016 and sent to three (3) potential bidders. Two (2) bids were received and opened on January 12, 2017.

Asphalt Hot-Mix 2017
Bid Award Recommendation

Standard Mix Id	Binder	Primary Award	Secondary Award
SPR	64-34	Gary Smith Construction Co. \$42.50 per ton	J.I.L. Asphalt Paving Co. \$45.35 per ton
Alternate Mix Id	Binder	Primary Award	Secondary Award
SPR	64-22	Gary Smith Construction Co. \$42.50 per ton	J.I.L. Asphalt Paving Co. \$45.35 per ton
Type C	64-22	Gary Smith Construction Co. \$49.35 per ton	No bid

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the purchase of Asphalt Hot-Mix 2017 according to the bid award recommendation; primary award of both Standard Mix and Alternate Mix to Gary Smith Construction Company of Grand Island, Nebraska and secondary award of both Standard Mix and Alternate Mix to J.I.L. Asphalt Paving Company of Grand Island, Nebraska.

Sample Motion

Move to approve the purchase of the Asphalt Hot-Mix 2017 according to the bid award recommendation.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: January 12, 2017 at 2:30 p.m.
FOR: Asphalt Hot-Mix for 2017
DEPARTMENT: Public Works
ESTIMATE: \$65.00 per ton, Type SPR
FUND/ACCOUNT: 21033503-85547
PUBLICATION DATE: December 16, 2016
NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>Gary Smith Construction Co.</u> Grand Island, NE	<u>J.I.L. Asphalt Paving Co.</u> Grand Island, NE
Exceptions:	Noted	Noted
Bid Price:		
Type SPR:	\$42.50 per ton	\$45.35
Type B:	---	
Type A:	---	
Type C:	\$49.35 per ton	
Type SPR:	---	

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Renaef Griffiths, Finance Director
Shannon Callahan, Street Superintendent

P1930

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2017, by and between **Gary Smith Construction Company, Inc.** hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for furnishing of **Asphalt Hot-Mix for 2017**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum of **Forty-Two and 50/100 Dollars per ton, \$ 42.50/ton for Type SPR with 64-34 binder, Forty-Two and 50/100 Dollars per ton, \$ 42.50/ton for Type SPR with 64-22 binder, and Forty-Nine and 35/100 Dollars per ton, \$ 49.35/ton for Type C with 64-22 binder,** For all services, materials and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Asphalt Hot-Mix for 2017**.

ARTICLE IV. That the Contractor shall start work as soon as possible after the contract is signed, and that the terms of the contract shall expire **December 31, 2017**.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. Gratuities and Kickbacks. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE VII, Fiscal Year Budget. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

GARY SMITH CONSTRUCTION COMPANY, INC.

By _____

Date _____

Title _____

CITY OF GRAND ISLAND NEBRASKA

By _____

Date _____

Mayor

Attest _____

City Clerk

The contract is in due form according to law and is hereby approved.

Date _____

Attorney for the City

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2017, by and between **J.I.L. Asphalt Paving Company**, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for furnishing of **Asphalt Hot-Mix for 2017**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum of **Forty-Five and 35/100 Dollars per ton, \$ 45.35/ton for Type SPR with 64-34 binder, Forty-Five and 35/100 Dollars per ton, \$ 45.35/ton for Type SPR with 64-22 binder,** For all services, materials and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Asphalt Hot-Mix for 2017**.

ARTICLE IV. That the Contractor shall start work as soon as possible after the contract is signed, and that the terms of the contract shall expire **December 31, 2017.**

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. Gratuities and Kickbacks. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE VII, Fiscal Year Budget. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

J.I.L. ASPHALT PAVING CO.

By _____

Date _____

Title _____

CITY OF GRAND ISLAND NEBRASKA

By _____

Date _____

Mayor

Attest _____

City Clerk

The contract is in due form according to law and is hereby approved.

Date _____

Attorney for the City

R E S O L U T I O N 2017-14

WHEREAS, the City of Grand Island invited sealed bids for furnishing Asphalt Hot-Mix for 2017, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on January 12, 2017 bids were received, opened and reviewed; and,

WHEREAS, Gary Smith Construction Co. and J.I.L. Asphalt Paving Co. submitted responsible bids within the bid specifications for Asphalt Hot-Mix 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the below bids for asphalt hot-mix purchased in the 2017 calendar year, are hereby approved;

Asphalt Hot-Mix 2017

Standard Mix Id	Binder	Primary Award	Secondary Award
SPR	64-34	Gary Smith Construction Co. \$42.50 per ton	J.I.L. Asphalt Paving Co. \$45.35 per ton
Alternate Mix Id	Binder	Primary Award	Secondary Award
SPR	64-22	Gary Smith Construction Co. \$42.50 per ton	J.I.L. Asphalt Paving Co. \$45.35 per ton
Type C	64-22	Gary Smith Construction Co. \$49.35 per ton	No bid

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____ January 20, 2017 ✕ City Attorney



City of Grand Island

Tuesday, January 24, 2017

Council Session

Item G-8

#2017-15 - Approving Bid Award for Concrete Ready-Mix for 2017

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Shannon Callahan, Street Superintendent
Meeting: January 24, 2017
Subject: Approving Bid Award for Concrete Ready-Mix for 2017
Presenter(s): John Collins PE, Public Works Director

Background

On December 16, 2016 the Street Division of the Public Works Department advertised for bids for the purchase of Portland Cement Concrete Ready-Mix to be used in conjunction with in-house concrete repairs throughout the 2017 calendar year. The concrete ready-mix is used by the City's concrete patching crew.

Discussion

Two (2) bids were received and opened on January 12, 2017. The bids were submitted in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein with no exceptions. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Unit Prices</i>
Gerhold Concrete Co., Inc. of Grand Island, NE	None	\$91.00 per cubic yard
Consolidated Concrete Co. of Grand Island, NE	None	\$98.50 per cubic yard

Gerhold Concrete Co., Inc. of Grand Island, Nebraska provided the lowest responsible bid.

The estimated quantity of Portland Cement Concrete Ready-Mix required for 2017 calendar year is 3,200 cubic yards; for an estimated total cost of \$291,200.00.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve awarding the purchase of the Concrete Ready-Mix to Gerhold Concrete Co., Inc. of Grand Island, Nebraska in the amount of \$91.00 per cubic yard.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: January 26, 2017 at 2:15 p.m.
FOR: Concrete Ready-Mix for 2017
DEPARTMENT: Public Works
ESTIMATE: \$96.00 per cubic yard
FUND/ACCOUNT: 21033503-85547
PUBLICATION DATE: December 16, 2016
NO. POTENTIAL BIDDERS: 2

SUMMARY

Bidder:	<u>Gerhold Concrete Co, Inc.</u> Grand Island, NE	<u>Consolidated Concrete</u> Grand Island, NE
Bid Price:	\$91.00	\$98.50

cc: John Collins, Public Works Director
Stacy Nunhof, Purchasing Agent
Marlan Ferguson, City Administrator

Catrina DeLosh, PW Admin. Assist.
Shannon Callahan, Street Supt.
Renae Griffiths, Finance Director

P1929

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2017, by and between **Gerhold Concrete Company, Inc.** hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for furnishing of **Concrete Ready-Mix for 2017**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum of

Ninety-One and 00/100 Dollars per cubic yard, \$ 91.00 /cy

For all services, materials and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Concrete Ready-Mix for 2017**.

ARTICLE IV. That the Contractor shall start work as soon as possible after the contract is signed, and that the terms of the contract shall expire **December 31, 2017.**

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. Gratuities and Kickbacks. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE VII, Fiscal Year Budget. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

GERHOLD CONCRETE COMPANY, INC.

By _____ Date _____

Title _____

CITY OF GRAND ISLAND NEBRASKA

By _____ Date _____

Mayor

Attest _____

City Clerk

The contract is in due form according to law and is hereby approved.

_____ Date _____

Attorney for the City

RESOLUTION 2017-15

WHEREAS, the City of Grand Island invited sealed bids for furnishing Portland Cement Concrete Ready-Mix for 2017 for the Streets Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on January 12, 2017, bids were received, opened and reviewed; and

WHEREAS, Gerhold Concrete Co., Inc. of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$91.00 per cubic yard; and

WHEREAS, the total cost based on the estimated usage of 3,200 cubic yards for the 2017 construction season at the above-identified price, is estimated at \$291,200.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Gerhold Concrete Co., Inc. of Grand Island, Nebraska, in the amount of \$91.00 per cubic yard for Portland Cement Concrete Ready-Mix for 2017 is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
January 20, 2017 ✕ City Attorney



City of Grand Island

Tuesday, January 24, 2017

Council Session

Item G-9

#2017-16 - Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2017

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: January 24, 2017

Subject: Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2017

Presenter(s): John Collins PE, Public Works Director

Background

On December 16, 2016 the Streets Division of the Public Works Department advertised for bids for concrete pavement and storm sewer repairs for the 2017 calendar year. The contracted concrete pavement and storm sewer work supplements the repair work that is performed by the City's crews.

Discussion

Four (4) bids were received and opened on January 12, 2017. All bids were submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids received is attached.

OK Paving, Inc. of Hordville, Nebraska provided the lowest responsible bid in the amount of \$878,400.00.

There are sufficient funds in Account No. 21033506-85351 (Concrete Repair), 21033504-85318 (Storm Sewer Repair), and 21033503-85318 (Curb & Gutter) to fund this contract. This is a calendar year contract that extends beyond the current fiscal year. In the event that funds become unavailable in the fiscal year 2017/2018, the scope of work for this contract will be scaled down accordingly.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve awarding the contract to O.K. Paving, Inc. of Hordville, Nebraska in the amount of \$878,400.00.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: January 12, 2017 at 2:00 p.m.

FOR: Concrete Pavement & Storm Sewer Repair 2017

DEPARTMENT: Public Works

ESTIMATE: \$600,000.00 2016/2017
\$300,000.00 2017/2018
 \$900,000.00

FUND/ACCOUNT: 10033503-85318 (Curb, Gutter & Sidewalk)
 10033504-85318 (Storm Sewer Repair)
 10033506-85351 (Contract Concrete Repair)

PUBLICATION DATE: December 16, 2016

NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder:	<u>The Diamond Engineering Co.</u> Grand Island, NE	<u>Starostka Group Unlimited, In.c</u> Grand Island, NE
Bid Security:	Universal Surety Co.	Western Surety Co.
Exceptions:	None	None
Bid Price:	\$952,930.00	\$1,333,355.50
Labor:	\$55.00 per hour	\$65.00 per hour
Sid Steer Loader:	\$75.00 per hour	\$77.00 per hour
Front End Loader:	\$90.00 per hour	\$95.00 per hour
Backhoe:	\$75.00 per hour	\$93.00 per hour
Dump Truck-10 CY:	\$65.00 per hour	\$109.00 per hour

Bidder:	<u>OK Paving, Inc.</u> Hordville, NE	<u>Myers Construction, Inc.</u> Broken Bow, NE
Bid Security:	Cashier's Check	Merchants Bonding Co.
Exceptions:	None	None
Bid Price:	\$878,400.00	\$1,706,095.00
Labor:	\$75.00 per hour	\$55.00 per hour
Sid Steer Loader:	\$75.00 per hour	\$95.00 per hour
Front End Loader:	\$125.00 per hour	\$125.00 per hour
Backhoe:	\$125.00 per hour	\$110.00 per hour
Dump Truck-10 CY:	\$125.00 per hour	\$95.00 per hour

cc: John Collins, Public Works Director
Stacy Nonhof, Purchasing Agent
Marlan Ferguson, City Administrator

Catrina DeLosh, PW Admin. Assist.
Shannon Callahan, Street Superintendent
Renae Griffiths, Finance Director

P1928

THIS AGREEMENT made and entered into this _____ day of _____, 2017, by and between **OK PAVING, INC.** hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of Grand Island **Concrete Pavement & Storm Sewer Repair 2017, Various Locations**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself or themselves, and its or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of ***EIGHT HUNDRED SEVENTY EIGHT THOUSAND FOUR HUNDRED & 00/100 Dollars (\$878,400.00)*** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Concrete Pavement & Storm Sewer Repair 2017, Various Locations**.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bond is approved, and that the work in this contract shall expire December 31, 2017.

ARTICLE V. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

ARTICLE VII. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE VIII. Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE IX. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE X. The City reserves the right to terminate this contract at any time upon 60 days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

ARTICLE XI. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

OK PAVING, INC.

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Date _____
Mayor

Attest: _____
City Clerk

The contract and bond are in due form according to law and are hereby approved.

_____ Date _____
Attorney for the City

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subagreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2017-16

WHEREAS, the City of Grand Island invited sealed bids for Concrete Pavement and Storm Sewer Repairs 2017, according to plans and specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on January 12, 2017, bids were received, opened and reviewed; and

WHEREAS, OK Paving of Hordville, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$878,400.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of OK Paving of Hordville, Nebraska, in the amount of \$878,400.00 for Concrete Pavement and Storm Sewer Repairs 2017 is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 20, 2017	☐ City Attorney



City of Grand Island

Tuesday, January 24, 2017

Council Session

Item G-10

#2017-17 - Approving Award of Proposal for Consulting Services for Geospatial Data Collection of Grand Island's Public Sanitary Sewer System - 2017

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: January 24, 2017

Subject: Approving Award of Proposal for Consulting Services for Geospatial Data Collection of Grand Island's Public Sanitary Sewer System - 2017

Presenter(s): John Collins PE, Public Works Director

Background

A Request for Proposals (RFP) for consulting services for Geospatial Data Collection of Grand Island's Public Sanitary Sewer System was advertised in the Grand Island Independent on November 17, 2016. The RFP was also sent to seven (7) potential proposers by the Engineering Division of the Public Works Department.

The collection of this geospatial data for the City's sanitary sewer system will improve the accuracy and completeness of the digital sanitary sewer collection system features and attributes housed within the City's Geographical Information System (GIS) database. The mapping will also give the City information on locations and elevations of all sanitary sewer structures. This information will be utilized for wastewater capital improvement planning. This survey will provide an accurate, electronic, easily-accessible sanitary sewer system map and GIS database from which the staff can quickly access valuable physical and historical information.

Discussion

Two (2) proposals were opened on December 6, 2016 and reviewed and scored.

The estimate for this work was \$50,000.00, which was based on the first phase of this work. Funds for the consulting services are in the approved 2016/2017 Wastewater Division budget.

The proposal submitted by JEO Consulting Group of Grand Island, Nebraska was scored as the best firm to complete the required work. The agreement will be for surveying approximately 1,286 sanitary sewer structures at \$58.00 each, for a potential amount up to \$74,588.00. This is the initial phase of surveying the sanitary sewer structures; all subsequent phases will be bid separate from this.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the award of the proposal to JEO Consulting Group of Grand Island, Nebraska, for an amount up to \$74,588.00.

Sample Motion

Move to approve the award of the proposal.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
GEOSPATIAL DATA COLLECTION SANITARY SEWER PHASE II**

RFP DUE DATE: December 6, 2016 at 4:00 p.m.
DEPARTMENT: Public Works
PUBLICATION DATE: November 10, 2016
NO. POTENTIAL BIDDERS: 7

SUMMARY OF PROPOSALS RECEIVED

JEO Consulting Group
Wahoo, NE

EA Engineering
Lincoln, NE

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Renaef Griffiths, Finance Director
Matt Kennedy, Main. Worker, WWTP

P1922

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between **JEO Consulting Group** hereinafter called the Consultant, and the **City of Grand Island, Nebraska**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused agreement documents to be prepared and an advertisement of a **Request for Proposals for Professional Engineering Consulting Services for Geospatial Data Collection of Grand Island's Sanitary Sewer Conveyance System for the City of Grand Island-2017**, and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined that the aforesaid Consultant submitted the best proposal based on the evaluation criteria listed in the Request For Proposals, a copy thereof being attached to and made a part of this agreement, and has duly awarded to the said Consultant an agreement therefore, for the sum or sums named in the **Geospatial Data Collection Proposal Form-2017** with terms & conditions submitted by the Consultant, a copy thereof being attached to and made a part of this agreement;

NOW, THEREFORE, in consideration of the compensation to be paid to the Consultant and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Consultant for itself, himself/herself, or themselves, and its, his/hers, or their successors, as follows:

ARTICLE I. That the Consultant shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the agreement documents as listed in the attached **Request for Proposals for Professional Engineering Consulting Services for Geospatial Data Collection of Grand Island's Public Sanitary Sewer Conveyance System for the City of Grand Island-2017** and in the attached **Geospatial Data Collection Proposal Form-2017** as Submitted by the Consultant; said documents forming the agreement and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this agreement to the said Consultant, such award being based on the acceptance by the City of the Consultant's proposal;

ARTICLE II. That the City shall pay to the Consultant for the performance and quantity of the work embraced in this agreement and the Consultant will accept as full compensation therefore the dollar amount of actual work performed (\$58.00/structure surveyed)[subject to adjustment as provided by the agreement] for a potential amount of up to **SEVENTY FOUR THOUSAND FIVE HUNDRED EIGHTY EIGHT AND 00/100 Dollars (\$74,588.00)** for all services, materials and work covered by and included in the agreement award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the agreement.

ARTICLE III. The Consultant hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the consultant shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Consultant. Title to all

materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Consultant shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the consultant's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of attached **Request for Proposals for Professional Engineering Consulting Services for Geospatial Data Collection of Grand Island's Sanitary Sewer Conveyance System for the City of Grand Island-2017**.

ARTICLE IV. That the Consultant shall start work as soon as possible after the agreement is signed.

ARTICLE V. The Consultant agrees to comply with all applicable State fair labor standards in the execution of this agreement as required by Section 73-102, R.R.S. 1943. The Consultant further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this agreement, the Consultant and all Sub Consultants agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, national origin, age or disability. The Consultant agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VII. GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or an agreement or sub agreement, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub Consultant under an agreement to the prime Consultant or higher tier Sub Consultant or any person associated therewith, as an inducement for the award of a Sub Consultant to order.

ARTICLE VIII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE IX. LB 403: Every public consultant and his, her or its subconsultants who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

JEO CONSULTING GROUP

By _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Jeremy L. Jensen, Mayor

Attest: _____
RaNae Edwards, City Clerk

The agreement is in due form according to law and is hereby approved.

Stacy R. Nonhof, Asst. City Attorney

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subagreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2017-17

WHEREAS, the City Of Grand Island invited proposals for consulting services for Geospatial Data Collection of Grand Island's Sanitary Sewer System, according to the Request For Proposals (RFP) on file with the Engineering Division of the Public Works Department; and

WHEREAS, on December 6, 2016 proposals were received, reviewed, and evaluated in accordance with established criteria in the RFP; and

WHEREAS, JEO Consulting Group of Grand Island, Nebraska submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code with the work performed at \$58.00 each for a possibility of 1,286 units for a potential total of \$74,588.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of JEO Consulting Group, Grand Island, Nebraska for consulting services for Geospatial Data Collection of Grand Island's Sanitary Sewer System is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 20, 2017	☐ City Attorney



City of Grand Island

Tuesday, January 24, 2017

Council Session

Item G-11

#2017-18 - Approving Acquisition of Lot 2, Pedcor Subdivision located at the Northeast Corner of James Road and Husker Highway (4.0 Investments LLC)

This item relates to the aforementioned Public Hearing item E-2.

Staff Contact: John Collins, P.E. - Public Works Director

RESOLUTION 2017-18

WHEREAS, property is being acquired by the City of Grand Island from 4.0 Investments, LLC to provide sufficient space for Lift Station No. 20 upgrades and partial forcemain replacement, described as follows:

LOT TWO (2), PEDCOR SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

WHEREAS, an agreement for the acquisition has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the acquisition on the above described tract of land, in the amount of \$150,000.00.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 20, 2017	☐ City Attorney





City of Grand Island

Tuesday, January 24, 2017

Council Session

Item J-1

Approving Payment of Claims for the Period of January 11, 2017 through January 24, 2017

The Claims for the period of January 11, 2017 through January 24, 2017 for a total amount of \$8,612,377.83. A MOTION is in order.

Staff Contact: Renae Griffiths