
City of Grand Island



Tuesday, June 13, 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 Scott Jones, Third City Christian Church, 4100 West 13th 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, June 13, 2017

Council Session

Item E-1

Public Hearing on Acquisition of Utility Easement - 2819 Engleman Road - Skarka & Janicek- Skarka

Council action will take place under Consent Agenda item G-3.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: June 13, 2017

Subject: Acquisition of Utility Easement – 2819 Engleman Road - Skarka

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of Randall J. Skarka, Trustee of the Randall James Skarka Revocable Trust and Brenda S. Janicek-Skarka, Trustee of the Brenda Sue Janicek-Skarka Revocable Trust, located through a part of Lot One (1), Miracle Valley Second Subdivision, in the City of Grand Island, Hall County, Nebraska(2819 Engleman Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

A single family home is being built on the east side of Engleman Road and north of Michigan Avenue. The requested sixteen foot (16') easement will allow the Utilities Department to extend, operate and maintain the new underground power lines and transformer for the property.

Alternatives

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

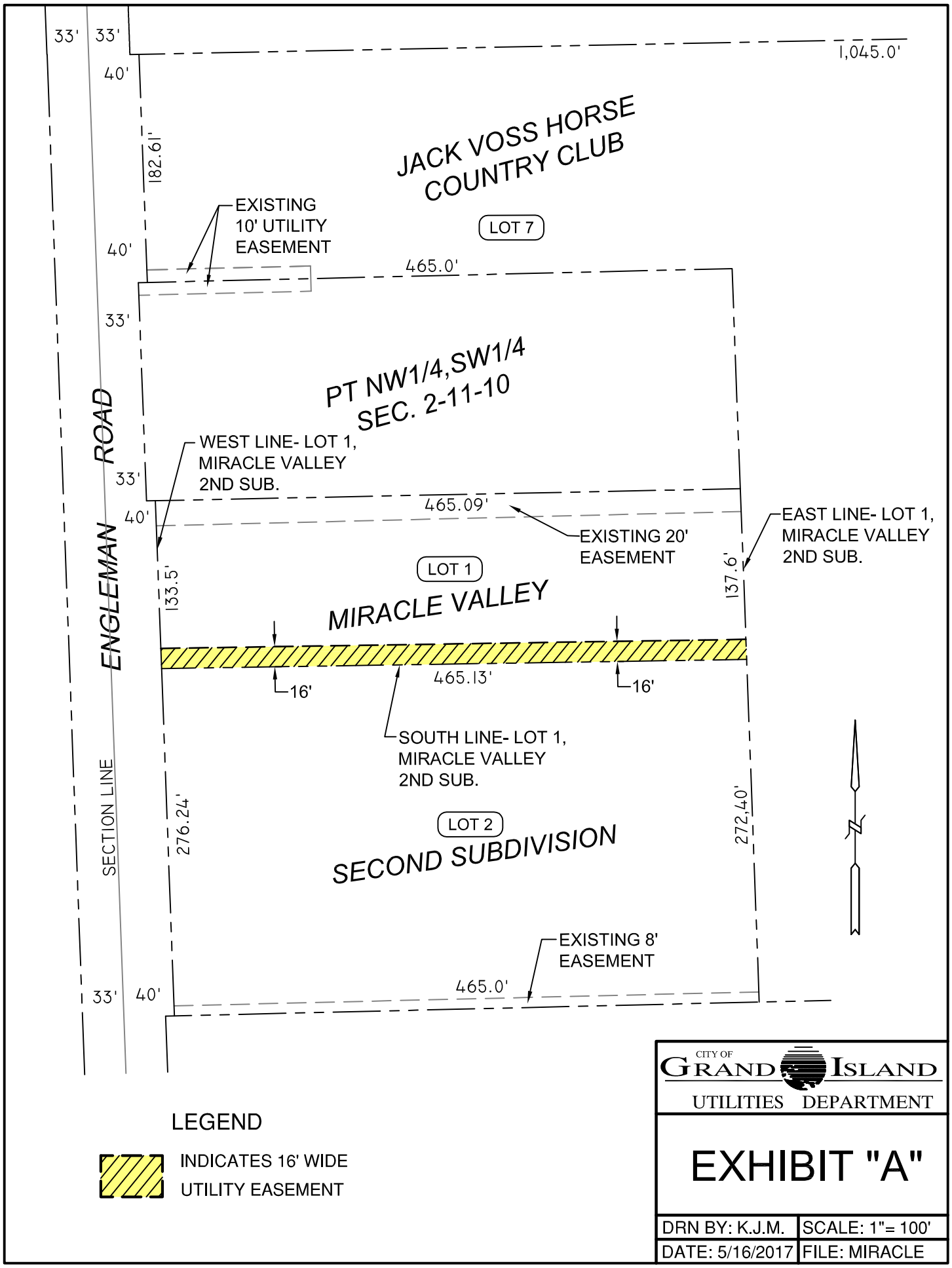
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, June 13, 2017

Council Session

Item E-2

Public Hearing on Request from Christine Stimple for a Conditional Use Permit to Allow for the Storage of Wrecked Cars at 1321 East 4th Street

Council action will take place under Requests and Referrals item H-1.

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Department Director

Meeting: June 13, 2017

Subject: Request of Christine Stimple for Approval of a Conditional Use Permit to Allow a Vehicle Storage and Salvage Yard at 1321 East 4th Street

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request for approval of a conditional use permit to allow for the construction and operation of a vehicle storage and salvage yard at 1321 E. 4th Street. The legal description of the property is lots 12, 13, & 14, Concept Subdivision. The lots are currently zoned M-2 Heavy Manufacturing and automobile wrecking and salvage yards are a listed conditional use within that zoning classification.

Conditional uses must be approved by the City Council. City Code identifies the following conditions for salvage yards;

36-106. Conditional Uses; Salvage Yards

All salvage yards shall be subject to the following conditions as part of their permitted conditional use:

(A) In addition to the information required pursuant to §36-88, an application for a conditional use for a salvage yard shall include a site plan for the premises showing the layout of the proposed operation, building and infrastructure locations, property dimensions, drainage and landscaping.

(B) All structures located or constructed on the salvage yard premises shall comply with the Grand Island City Code and all applicable building, electrical, plumbing and fire codes.

(C) All hazardous materials and regulated waste shall be received, stored, and disposed of in accordance with state and federal laws and the rules and regulations of the U.S. Environmental Protection Agency and the Nebraska Department of Environmental Quality.

(D) All operations of a salvage yard, including those which are ancillary and indirectly related to the salvage yard such as administration, parking, equipment and/or container storage shall be conducted on the premises subject to the permitted conditional use.

(E) All premises on a salvage yard shall be kept and maintained in a clean and orderly manner, using the best practices of the industry, with no loose garbage, litter, refuse or waste materials on the premises except those kept in short term storage for processing. The persons operating the salvage yard shall on a regular and routine basis inspect all areas adjacent to the salvage yard and clean up any materials which originated from the salvage yard.

(F) Physical Appearance: Salvage yards and other similar operations shall be effectively enclosed or shielded from adjacent properties on all sides by means of a sight-obscuring fence at least eight (8) feet in height, in good repair, and constructed of conventional fence building materials and techniques as approved by the chief building official. No inventory or salvage materials of any nature may be stacked within fifty (50.0) feet of the fence to a height greater than said fence.

Amended by Ordinance No. 9151, effective 12-18-2007

Discussion

This application was initiated by a request from the City to bring the existing property into conformance with zoning regulations as it is currently being utilized as a storage yard for wrecked or junk vehicles. The City Code requires salvage yards to come before the City Council at a public hearing to allow for Public comment and provide discussion and deliberation such that the City Council may determine the approval or denial of the application and use.

This application is on property zoned to allow for a salvage yard if determined by the City Council that the location is appropriate. Currently there are no buildings on the site, future buildings are proposed. Surface waters naturally flowing through the site should not be restricted or altered by the storage of vehicles. Landscaping regulations would be required of this property and would specify plantings of three canopy trees, three understory trees and nine shrubs within the ten foot street-yard.

Alternatives

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

1. Approve the conditional use permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to public health, safety, and the general welfare of the community.

2. Disapprove or Deny the conditional use permit, finding that the proposal does not conform to the purpose of the zoning regulations.
3. Modify the conditional use to meet the wishes of the Council.
4. Refer the matter to a special committee for a determination of a finding of fact.

Recommendation

City Staff recommends that the Council approve the request for a conditional use permit to construct and operate a storage and salvage yard, finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the request for a conditional use permit as specified in the staff recommendation published in the Council packet and presented at the City Council meeting and finding that the application will conform with the purpose of the zoning regulations.

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: STORAGE OF WRECKED CARS
2. The owner(s) of the described property is/are: Christine Stimple
3. The legal description of the property is: ~~see attached papers~~ CONCEPT SUB
4. The address of the property is: 1321 E 4TH STREET
5. The zoning classification of the property is: ~~M-2~~ M-2
6. Existing improvements on the property is: FENCED IN AREA FOR WRECKED CARS
7. The duration of the proposed use is: PERMANENT
8. Plans for construction of permanent facility is: COMPLETE FENCING - FUTURE BUILDING
9. The character of the immediate neighborhood is: COMMERCIAL
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: COMPLIANCE OF CITY CODE TO STORE
WRECKED CARS
WITH FUTURE PLANS TO DEVELOP LAND WITH BUILDINGS

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

5-19-17

Date

308-850-5850

Phone Number

Christine Stimple

Owners(s)

412 E 13th St

Address

Grand IS

City

NE

State

68801

Zip

Please Note: Delays May Occur if Application is Incomplete or Inaccurate.





City of Grand Island

Tuesday, June 13, 2017

Council Session

Item F-1

#9633 - Consideration of Vacation of Sidewalk Easement in Westwood Park Twelfth and Thirteenth Subdivisions; 620 Redwood Road (Schulte) & 626 Redwood Road (Ratliff)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: June 13, 2017

Subject: Consideration of Vacation of Sidewalk Easement in Westwood Park Twelfth and Thirteenth Subdivisions; 620 Redwood Road (Schulte) & 626 Redwood Road (Ratliff)

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

Background

A sidewalk easement was dedicated with each plat of Westwood Park Twelfth and Thirteenth Subdivision and filed with Hall County Register of Deeds on July 17, 2012 as Document No. 201205826 and on December 4, 2014 as Document No. 201407641, respectively.

Discussion

The current property owners of 620 Redwood Road and 626 Redwood Road are requesting to vacate such dedicated easement that now lies between their properties. There is no sidewalk currently or proposed within this easement that will be affected by the vacation. The attached sketch details the referenced easement to be vacated.

The Shoemaker hike/bike trail is located on the west side of each lot and has access from both the northern end of this area, off of Faidley Avenue, and the southern end at Shoemaker School. All Redwood Road lots north of Shoemaker School/Shoemaker Park proceeding north to Faidley Avenue along Redwood Road are bordered on the west by vinyl or chain link fences. There are not any streets or sidewalks running east and west that feed into the subject sidewalk easement.

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 pass an ordinance vacating the sidewalk easement in Westwood Park Twelfth and Thirteenth Subdivision; 620 Redwood Road (Schulte) and 626 Redwood Road (Ratliff).

Sample Motion

Move to pass an ordinance vacating the easement.

ORDINANCE NO. 9633

An ordinance to vacate an existing sidewalk easement and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; 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. That existing sidewalk easement located in Westwood Park Twelfth and Thirteenth Subdivisions, in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

The south 5 feet of Lot 16, Westwood Park Twelfth Subdivision, City of Grand Island, Hall County, Nebraska

and

The north 5 feet of Lot 9, Westwood Park Thirteenth Subdivision, City of Grand Island, Hall County, Nebraska

is hereby vacated. Such easement to be vacated is shown and more particularly described on Easement Vacation Exhibit 1 attached hereto.

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the real estate upon which the easement is located.

Approved as to Form	▣ _____
June 9, 2017	▣ City Attorney

ORDINANCE NO. 9633 (Cont.)

SECTION 3. This ordinance is directed to be filed, with the drawing, in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 4. 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: June 13, 2017

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, June 13, 2017

Council Session

Item G-1

Approving Minutes of May 23, 2017 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

May 23, 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 May 23, 2017. Notice of the meeting was given in *The Grand Island Independent* on May 17, 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, Assistant to the City Administrator Nicki Stoltenberg, Finance Director Renae Griffiths, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Jackson Richling.

INVOCATION was given by Reverend Dr. Trudy Kenyon-Anderson of First Faith United Methodist Church followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Request to Rezone Property located at 4072 and 4074 North Point Circle from RO – Residential Office to B2 – General Business (Riedy Enterprises). Regional Planning Director Chad Nabity reported that an application has been made to rezone all of Lot 10 in the Northview Ninth Subdivision, known as 4072 and 4074 North Point Circle, from RO Residential Office Zone to B-2 General Business Zone in the City of Grand Island, Hall County, Nebraska. City Administration recommended that the Council approve the proposed changes as recommended.

John Sellers, 4045 Ann Marie Avenue, Paul Watson, 4071 North View Dr., spoke in opposition of the rezoning.

Juan Diaz, 4067 Northview Drive and Paul Reidy, 136 Ponderosa Drive, spoke in favor of the rezoning.

Public Hearing on CRA Area 23 Blighted and Substandard Study for 1.25 Acres located South of Memorial Drive and East of Vine Street (Tim Plate). Regional Planning Director Chad Nabity reported that Tim Plate commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 23. The study was prepared by Marvin Planning Associates of David City, Nebraska. The study area includes approximately 1.25 acres referred to as CRA Area No. 23. The study focused on property located south of Memorial Drive and east of Vine Street. On April 11, 2017, Council referred the attached study to the Planning Commission for its review and recommendation. Staff recommended approval.

Keith Marvin spoke in favor of the study.

Public Hearing on Acquisition of Utility Easement - 3029 S. Shady Bend Road - B.D.N. Farm Enterprises Preferred L.L.C. Utilities Director Tim Luchsinger reported that the Utilities Department needs to acquire a utility easement relative to the property of B.D.N. Farm Enterprises Preferred, L.L.C., located through a part of the West Half (W ½) of the Southwest Quarter (SW ¼), Section Twenty Five (25), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska (3029 S. Shady Bend Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement will be used to provide underground electric line and a new pad mount transformer to the property. 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 number:

#9632 - Consideration of Request to Rezone Property located at 4072 and 4074 North Point Circle from RO – Residential Office to B2 – General Business (Riedy Enterprises)

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.

Regional Planning Director Chad Nabity mentioned that this is the action item from the Public Hearing.

Motion by Haase, second by Hehnke to approve Ordinance #9632.

Jason Urbanski, 4066 Northview Drive spoke in opposition of the rezoning.

Rob Reidy, 136 Ponderosa Drive spoke in favor of the rezoning.

City Clerk: Ordinance #9632 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote Councilmember Haase voted aye. Councilmembers Paulick, Steele, Minton, Fitzke, Donaldson, Hehnke, Jones, Stelk and Nickerson voted no. Motion fails.

CONSENT AGENDA: Consent Agenda items G-4 (Resolution #2017-146) and G-8 (Resolution #2017-150) were removed for further discussion. Motion by Paulick, second by Donaldson to approve the Consent Agenda excluding items G-4 and G-8. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of May 9, 2017 City Council Regular Meeting.

Approving Minutes of May 16, 2017 City Council Study Session.

#2017-145 - Approving Final Plat and Subdivision Agreement for Wilson's Second Subdivision.

#2017-146 - Approving Renewal of Interlocal Agreement with Hall County for Ambulance Services. Russ Blackburn, EMS Division Chief, reported that the proposed agreement stipulates ambulance service being provided by the Grand Island Fire Department in exchange for \$206,620 per year for a two year period commencing on July 1, 2017 and ending on June 30, 2019. The Hall County Board approved the agreement on May 16, 2017.

Motion by Haase, second by Paulick to approve Resolution #2017-146. Upon roll call vote, all voted aye. Motion adopted.

#2017-147 - Approving Acquisition of Utility Easement located at 3029 S. Shady Bend Road (B.D.N. Farm Enterprises Preferred, LLC).

#2017-148 - Approving Bid Award - Turbine Generator Inspection and Repair at Platte Generating Station – 2017 in the amount of \$892,891.79 from Reliable Turbine Services of Sullivan, Missouri.

#2017-149 - Approving Change Order #1 with Watts Electric Company for Transmission Line Work - Line 1093 with a reduction to the original contract in the amount of \$21,417.78, for a final contract total of \$1,472,483.01.

#2017-150 - Approving Agreement for Engineering Consulting Services Related to GIAMPO Bicycle and Pedestrian Master Plan. John Collins, Public Works Director presented the plan on behalf of the GIAMPO. This project is identified in GIAMPO's Unified Planning Work Program (UPWP) for FY 2017 and FY 2018. Eighty percent of the master plan costs are federally funded with a local match via the City of Grand Island. Staff recommends approving the agreement with RDG Planning and Design of Omaha, Nebraska, in the amount of \$79,819.28.

Paul Wicht, 1708 Jerry Drive, spoke in opposition of the Master Plan.

Motion by Donaldson, second by Minton to approve Resolution #2017-150. Upon roll call vote, Councilmembers Paulick, Steele, Minton, Fitzke, Donaldson, Henke, Jones, Stelk, and Nickerson voted aye. Councilmember Haase voted no. Motion adopted.

#2017-151 - Approving Bid Award for Sanitary Sewer Collection System Rehabilitation – Various Locations; Project No. 2017-S-2A to The Diamond Engineering Company of Grand Island, Nebraska in the total amount of \$304,380.16.

#2017-152 - Approving Amendment No. 1 to 2016 Storm Water Management Plan Program Grant.

#2017-153 - Approving MPO Performance Measures for Transit.

#2017-154 - Approving Change Order #1 with Platte River Designs, Columbus, Nebraska for Vinyl Sea Wall Construction - Sucks Lake South Shore \$4,220.00, increasing the total to \$142,000.00.

REQUESTS AND REFERRALS:

Consideration of Forwarding Blighted and Substandard Area #24 (TAM, LLC) to the Hall County Regional Planning Commission. Regional Planning Director Chad Nabity reported that Marvin Planning Consultants prepared a Substandard and Blight Study for TAM LLC. The study is for approximately 0.74 acres of property in north central Grand Island located north of Faidley Avenue and east of Howard Avenue across from St. Francis Medical Center. If the blight and substandard designation is approved, a TIF application will likely be submitted for residential development on the property.

Keith Marvin with Marvin Planning Consultants spoke in favor of the study.

Motion by Paulick, second by Minton to approve the request as presented. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2017-155 - Consideration of Approving CRA Area 23 Blighted and Substandard Study for 1.25 Acres located South of Memorial Drive and East of Vine Street (Tim Plate). Regional Planning Director Chad Nabity indicated this was the action item from the Public Hearing.

Motion by Haase, second by Stelk to approve Resolution #2017-155. Upon roll call vote Paulick, Minton, Hehnke, Haase, Jones, Stelk and Nickerson voted aye. Councilmembers Steele, Fitzke and Donaldson voted no. Motion adopted.

#2017-135 - Approving Change Order #1 with Advantage Engineering for Transmission and Substation Engineering Services. Utilities Director Tim Luchsinger reported that in 2006 Advantage Engineering was contracted to provide transmission and substation engineering services. The last project under this contract was completed in March 2017. In order to complete the last project, Advantage Engineering had to go above the contracted amount of hours. The total amount for this change order was \$4,390.21. The original contract total was \$2,383,000.00.

Motion by Haase, second by Nickerson to approve Resolution #2017-135. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Jones to approve the Claims for the period of May 10, 2017 through May 23, 2017 for a total amount of \$6,839,678.50.

Upon roll call vote, Councilmembers Steele, Minton, Donaldson, Fitzke, Hehnke, Jones, Stelk, and Nickerson voted aye. Councilmember Haase voted no on the \$3,922.88 claim from Bank of America. Councilmember Paulick abstained. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 9:01p.m.

Nicki Stoltenberg
City Clerk Pro Tem



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item G-2

**#2017-156 - Approving Final Plat and Subdivision Agreement for
Leifeld Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Interjurisdictional Planning Commission

Meeting: June 13, 2017

Subject: Leifeld Subdivision – Final Plat

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

Background

This property is located north of D Road and west of Worms Road in the two-mile extraterritorial jurisdiction of Grand Island, in Merrick County, Nebraska. Consisting of (1 Lot) and 7.51 acres.

Discussion

The plat for Leifeld Subdivision, Final Plat was considered by the Interjurisdictional Planning Commission at the June 7, 2017 meeting.

A motion was made by Riblett and seconded by Apfel to approve the plat as presented.

A roll call vote was taken and the motion passed with 5 members present and voting in favor (Riblett, Wiegert, Gamblin, Sears, Apfel) and no members abstaining.

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 Council approve the final plat as presented.

Sample Motion

Move to approve as recommended.

Developer/Owner

Lawrence Leifeld Estate
858 Worms Road
Grand Island, NE 68801

To create 1 lot north of D Road and west of Worms Road in the two-mile extraterritorial jurisdiction of Grand Island, in Merrick County, Nebraska.

Size: 7.51 acres

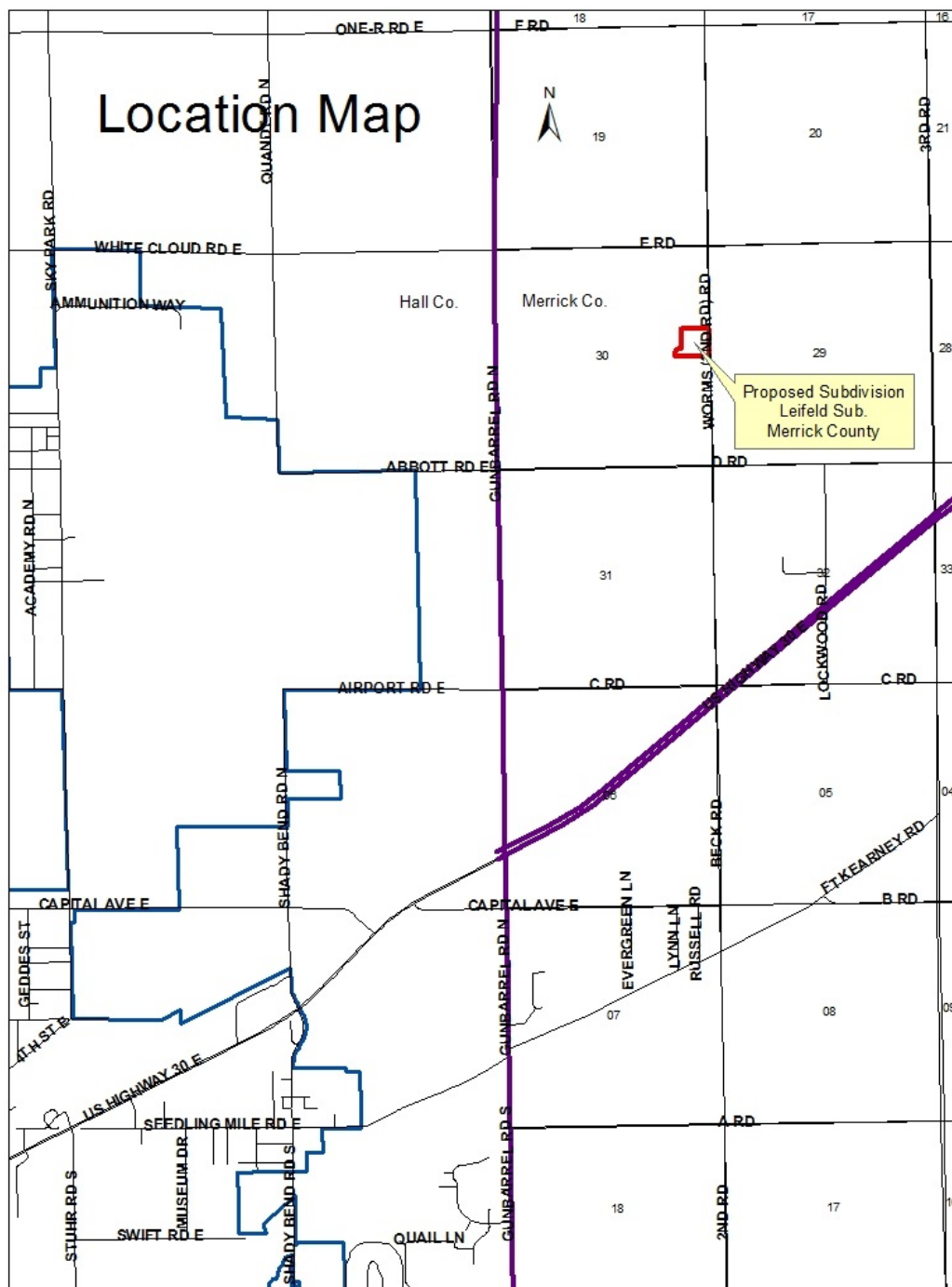
Zoning: CD – Commercial Development

Road Access: County Roads

Water Public: City water is not available.

Sewer Public: City sewer is not available.



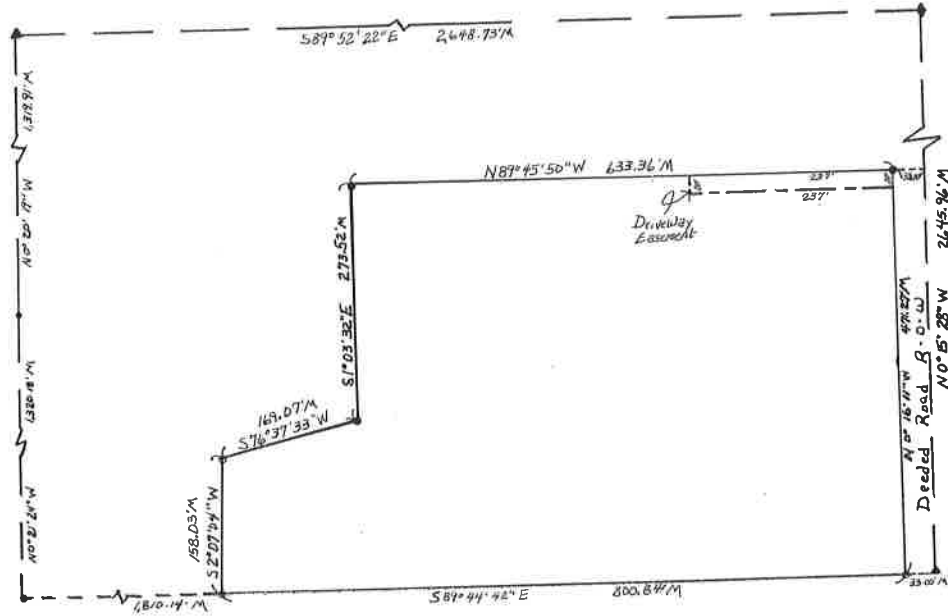


N1/4 cor. Sec. 30,12-8
Found 1" pipe
S-32.94' Conc. WC
N-32.84' Conc. WC
SW-37.07' Nail top of
sawed off PP
Corner in line with
powerline south

C1/4 cor. Sec. 30,12-8
Found 1" Iron Pipe
N-33.7' Nail in PP
N-1320.05' Nail in PP
S-4.40' Nail in FCP
SE-12.75' 1.5' Adan.
Gas Riser Pipe

NE cor. Sec. 30,12-8
Found 1" pipe in oil mat
NW-46.98' Conc. WC
NE-59.62' Conc. WC
SW-46.65' Conc. WC
SE-58.88' Conc. WC

E1/4 cor. Sec. 30,12-8
Found Brass Cap In Asphalt
W-35.90' Nail in FCP
E-2668.70' 1" Iron pipe
NW-81.30' Nail in FP
SW-86.02' Nail in PP



SCALE 1" = 100 feet
= indicates corners found
= indicates 1" pipe placed
M = indicates measured distance

Legal Description

A tract of land comprising a part of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) in Section Thirty (30), Township Twelve (12) North, Range Eight (8) West of the 6th P.M., Merrick County, Nebraska, more particularly described:

First to ascertain the actual point of beginning, start at the Southeast corner of said Southeast Quarter of the Northeast Quarter (SE1/4NE1/4); thence North 89°44'42" West a distance of Thirty-Three (33.00) feet to the actual point of beginning; thence North 0°16'11" West along and upon the West line of Deeded Road right-of-way a distance of Four Hundred Seventy-One and Twenty-Seven Hundredths (471.27) feet; thence North 89°45'50" West a distance of Six Hundred Thirty-Three and Thirty-Six Hundredths (633.36) feet; thence South 01°03'32" East a distance of Two Hundred Seventy-Three and Fifty-Two Hundredths (273.52) feet; thence South 76°37'33" West a distance of One Hundred Sixty-Nine and Seven Hundredths (169.07) feet; thence South 02°07'04" West a distance of One Hundred Fifty-Eight and Three Hundredths (158.03) feet to a point on the South line of said Southeast Quarter of the Northeast Quarter (SE1/4NE1/4); thence South 89°44'42" East along and upon the South line of said Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) a distance of Eight Hundred and Eighty-Four Hundredths (800.84) feet to the point of beginning and containing 7.51 acres, more or less.

Surveyor's Certificate

I hereby certify that on May 12, 2017 I have surveyed and staked as shown on the above plat, and that the measurements as shown are true and correct to the best of my knowledge and belief.

Michael L. Meyer, L.S. No. 543
County Surveyor

Approvals

Submitted to and approved by the Inter Jurisdictional Planning Commission of the City of Grand Island and Merrick County, Nebraska.

Chairman _____ Date _____

Approved and accepted by the Merrick County Board of Supervisors, Merrick County, Nebraska, this _____ day of _____, 2017.

Chairman Of The Board _____ County Clerk _____

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2017.

Mayor _____ City Clerk _____

Dedication

KNOW ALL MEN BY THE PRESENTS, that Lawrence J. Leifeld, Estate, being the owner of the land described hereon, have caused same to be surveyed, subdivided, plotted and designated as "LEIFELD SUBDIVISION", Merrick County, Nebraska, as shown on the accompanying plat thereof, and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

IN WITNESS WHEREOF, we have affixed her signature hereto at _____, Nebraska, this _____ day of _____, 2017.

Judith Lammert

Acknowledgement

State Of Nebraska
County Of _____ s.s.

On the _____ day of _____, 2017, before me _____, a Notary Public within and for said County, personally appeared Judith Lammert, personal representative, and to me personally known to be the identical person whose signature are affixed hereto, and that did acknowledge the execution thereof to be her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal of _____, Nebraska on the date last above written.

My commission expires _____
Notary Public _____

State of Nebraska)
County of Merrick)

This is to certify that this instrument was filed for record in the Registered of Deeds office this _____ day of _____, 2017 at _____ o'clock, and is duly recorded in Plat Book _____ Page _____

Instrument Number _____
Register of Deeds _____ Deputy _____

LEIFELD SBDIVISION
MERRICK COUNTY, NEBRASKA

RESOLUTION 2017-156

WHEREAS, Judith Lammert, Jannan McLellan, and Joan Buffington, members of the Lawrence J. Leifeld Estate, being the said owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "LEIFELD SUBDIVISION", to be laid out into 1 lot, a tract of land comprising a part of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) in Section Thirty (30), Township Twelve (12) North, Range Eight (8) West of the 6th P.M., in the two mile jurisdiction of the City of Grand Island, Merrick County Nebraska, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of LEIFELD SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 9, 2017	☐ City Attorney



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item G-3

#2017-157 - Approving Acquisition of Utility Easement - 2819 Engleman Road - Skarka & Janicek-Skarka

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2017-157

WHEREAS, a public utility easement is required by the City of Grand Island from Randall J. Skarka, Trustee of the Randall James Skarka Revocable Trust and Brenda S. Janicek-Skarka, Trustee of the Brenda Sue Janicek-Skarka Revocable Trust, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on June 13, 2017 for the purpose of discussing the proposed acquisition of a utility easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The southerly sixteen (16.0) feet of Lot One (1), Miracle Valley Second Subdivision, in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing 0.171 acres more or less, as shown on the plat dated 5/16/2017, marked Exhibit "A", attached hereto and incorporated herein by reference.

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 acquire a public utility easement from Randall J. Skarka, Trustee of the Randall James Skarka Revocable Trust and Brenda S. Janicek-Skarka, Trustee of the Brenda Sue Janicek-Skarka Revocable Trust on the above-described tract of land.

- - -

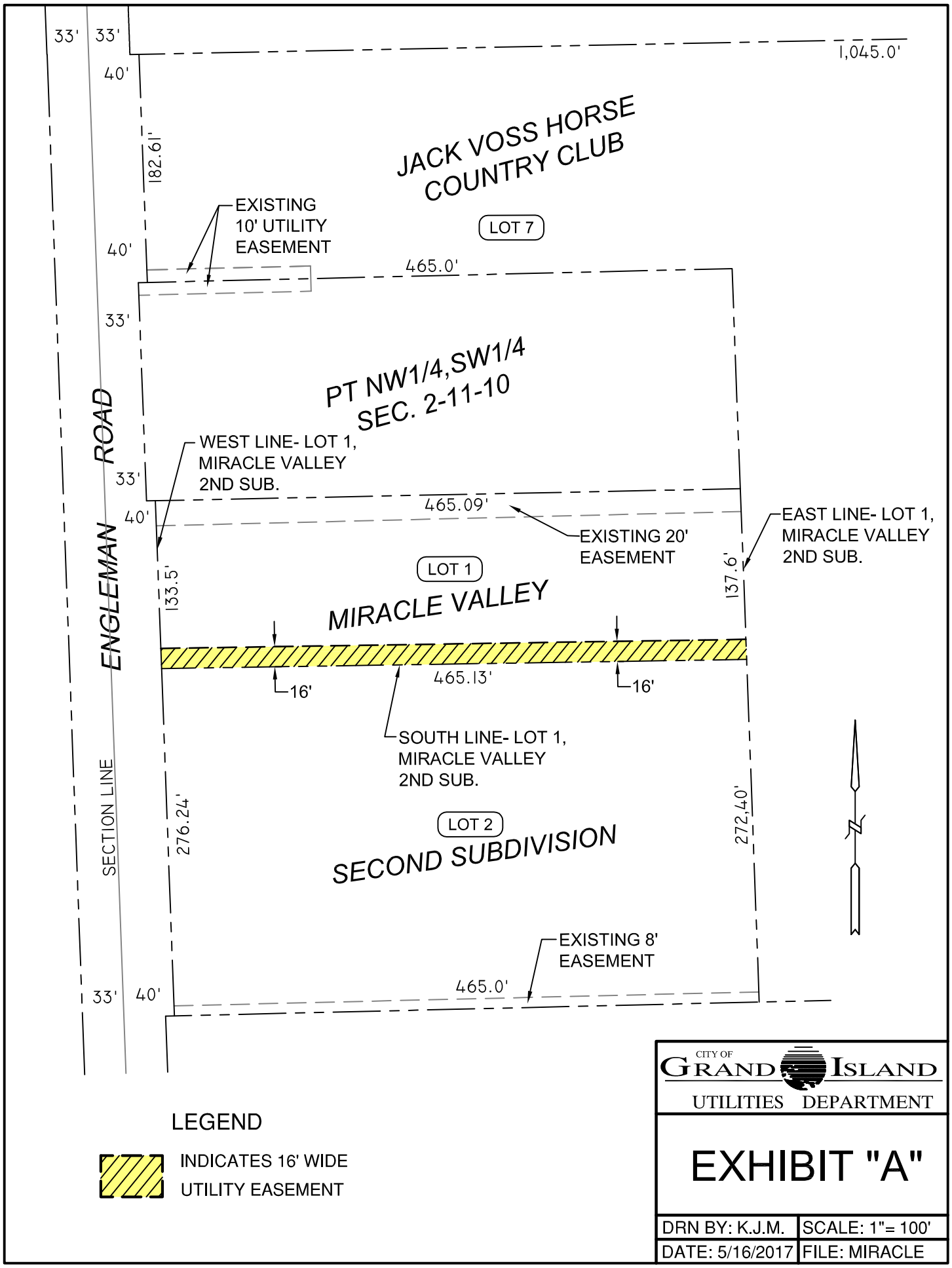
Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 9, 2017	☐ City Attorney





City of Grand Island

Tuesday, June 13, 2017

Council Session

Item G-4

#2017-158 - Approving Bid Award - Bottom Ash Conveyor System Controls Upgrade at Platte Generating Station

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: June 13, 2017

Subject: Bottom Ash Conveyor System Controls Upgrade

Presenter(s): Timothy G. Luchsinger, Utilities Director

Background

Platte Generating Station utilizes a hydraulic conveyor system to transport bottom ash from inside the plant to a loading area outside the plant. The electronic system that controls the operation of the hydraulic conveyor is the original that was commissioned in 1982 and is outdated. Plant engineering staff developed specifications to update the electronic control system to a modern system that will be more reliable, easier to troubleshoot, and easier to operate. Updating this system will also give plant operations the ability to make adjustments and make the Bottom Ash system more efficient.

Discussion

Specifications for the Bottom Ash Conveyor System Controls Upgrade were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on May 30, 2017. The engineer's estimate for this project was \$200,000.00.

Bidder	Bid Price
Huffman Engineering, Inc. Lincoln, Nebraska	\$159,644.00
ABB, Inc. Wickliffe, Ohio	\$257,938.00
Power Services Group Anderson, South Carolina	\$345,615.00
Overland Contracting, Inc. Overland Park, Kansas	\$395,000.00

Bids were reviewed by plant engineering staff. The bid from Huffman Engineering is compliant with specifications and less than the engineer's estimate.

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 Council award the Contract for the Bottom Ash Conveyor System Controls Upgrade to Huffman Engineering, Inc., of Lincoln, Nebraska, as the low responsive bidder, with the bid in the amount of \$159,644.00.

Sample Motion

Move to approve the bid in the amount of \$159,644.00 from Huffman Engineering, Inc., of Lincoln, Nebraska for the Bottom Ash Conveyor System Controls Upgrade.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: May 30, 2017 at 2:00 p.m.
FOR: Bottom Ash Conveyor System Controls Upgrade
DEPARTMENT: Utilities
ESTIMATE: \$200,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: April 21, 2017
NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>Huffman Engineering, Inc.</u> Lincoln, NE	<u>Power Services Group</u> Anderson, SC
Bid Security:	North American Specialty Ins. Co.	SureTec Insurance Co.
Exceptions:	None	None

Bid Price:		
Material:	\$ 77,500.00	\$166,445.00
Labor:	\$ 71,700.00	\$179,170.00
Sales Tax:	\$ 10,444.00	---
Total Bid:	\$159,644.00	\$345,615.00

Bidder:	<u>Overland Contracting, Inc.</u> Overland Park, KS	<u>ABB, Inc.</u> Wickliffe, OH
Bid Security:	Federal Insurance Co.	Liberty Mutual
Exceptions:	None	Noted

Bid Price:		
Material:	\$ 92,264.00	\$ 88,400.00
Labor:	\$296,278.00	\$163,350.00
Sales Tax:	\$ 6,458.00	\$ 6,188.00
Total Bid:	\$395,000.00	\$257,938.00

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent
Karen Nagel, Utilities Secretary

Pat Gericke, Utilities Admin. Assist.
Renae Griffiths, Finance Director
Tylor Robinson, Production Engineer

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RESOLUTION 2017-158

WHEREAS, the City of Grand Island invited sealed bids for Bottom Ash Conveyor System Controls Upgrade at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, May 30, 2017, bids were received, opened and reviewed; and

WHEREAS, Huffman Engineering, Inc., of Lincoln, 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 \$159,644.00; and

WHEREAS, the bid of Huffman Engineering, Inc., is less than the estimate for Bottom Ash Conveyor System Controls Upgrade at Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Huffman Engineering, Inc., in the amount of \$159,644.00 for Bottom Ash Conveyor System Controls Upgrade, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 9, 2017	▣ City Attorney



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item G-5

#2017-159 - Approving Bid Award - Water Distribution System Improvements - 2017

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: June 13, 2017

Subject: Water Distribution System Improvements - 2017

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The contract for Water Distribution System Improvements - 2017 involves construction in various locations throughout the City. The work will install approximately 3,300 linear feet of ductile iron water main by horizontal directional drilling and open trenching methods.

The projects will resolve issues in areas identified as having maintenance problems; provide proper clearance between existing piping systems; improve capacity for developing areas and supplement fire protection in existing parts of the City.

Discussion

Bidding documents were advertised in accordance with City Procurement Codes. A total of thirteen plan service firms and construction companies were notified of the project. Two bids were received and publicly opened at 2:00 p.m. on May 11, 2017. Tabulated below is the evaluated bid price from each of the bidders. The estimate for this contract is \$945,000.

Bidder	Bid Security	Exceptions	Evaluated Bid Price
The Diamond Engineering Co. Grand Island, NE	Universal Surety Co.	Noted	\$955,440.74
Myers Construction, Inc. Broken Bow, NE	Inland Insurance Co.	None	\$678,685.23

The bids have been reviewed and evaluated. The Diamond Engineering Company did take exception to the completion date for two project areas and the use of solid sleeves in lieu of sleeve couplings. The bid from Myers Construction was compliant with the specifications.

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 bid from the low bidder, Myers Construction, Inc., of Broken Bow, Nebraska in the amount of \$678,685.23 for Water Distribution System Improvements - 2017.

Sample Motion

Move to approve the bid from Myers Construction, Inc., in the amount of \$678,685.23 for Water Distribution System Improvements - 2017.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: May 11, 2017 at 2:00 p.m.
FOR: Water Distribution System Improvements 2017
DEPARTMENT: Utilities
ESTIMATE: \$945,000.00
FUND/ACCOUNT: 525
PUBLICATION DATE: April 20, 2017
NO. POTENTIAL BIDDERS: 13

SUMMARY

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Myers Construction, Inc.</u> Broken Bow, NE
Bid Security:	Universal Surety Co.	Inland Insurance Co.
Exceptions:	Noted	None
Bid Price:	\$955,440.72	\$678,685.23

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent
Christy Leshner, Utilities Dept.

Pat Gericke, Utilities Admin. Assist.
Renae Griffiths, Finance Director
Tom Barnes, Utilities Engineering Manager

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Water Distribution System Improvements 2017 **Grand Island Utilities Department**

WATER DISTRIBUTION SYSTEM IMPROVEMENTS 2017

Water Main Project 2017-W-1, 16th Street

Water Main Project 2017-W-2, 3rd Street

Water Main Project 2017-W-3, State Street

Water Main Project 2017-W-5, Vine Street

Water Main Project 2017-W-7, Oak Street

Item	Description	Estimated		Diamond Engineering Co.		Myers Construction, Inc.	
		Quantity	Unit	Grand Island, NE		Broken Bow, NE	
				Unit Price	Total Price	Unit Price	Total Price
D.1.01	12" r.j. d.i. pipe trenchlessly installed	1374.6	l.f.	\$194.00	\$266,672.40	\$85.40	\$117,390.84
D.1.02	10" r.j. d.i. pipe trenchlessly installed	783.9	l.f.	\$172.00	\$134,830.80	\$78.60	\$61,614.54
D.1.03	10" r.j. d.i. pipe	60.0	l.f.	\$101.00	\$6,060.00	\$78.00	\$4,680.00
D.1.04	10" s.j. d.i. pipe	5.9	l.f.	\$134.00	\$790.60	\$75.00	\$442.50
D.1.05	8" r.j. d.i. pipe trenchlessly installed	376.0	l.f.	\$166.00	\$62,416.00	\$74.00	\$27,824.00
D.1.06	8" r.j. d.i. pipe	64.0	l.f.	\$81.00	\$5,184.00	\$60.00	\$3,840.00
D.1.07	6" r.j. d.i. pipe	10.0	l.f.	\$120.00	\$1,200.00	\$50.00	\$500.00
D.1.08	6" s.j. d.i. pipe	524.5	l.f.	\$72.00	\$37,764.00	\$46.00	\$24,127.00
D.1.09	12"x12" tapping sleeve	1.0	ea.	\$3,660.00	\$3,660.00	\$4,880.00	\$4,880.00
D.1.10	10"x10" tapping sleeve	2.0	ea.	\$3,225.00	\$6,450.00	\$4,420.00	\$8,840.00
D.1.11	10"x6" tapping sleeve	1.0	ea.	\$2,415.00	\$2,415.00	\$2,840.00	\$2,840.00
D.1.12	8"x8" tapping sleeve	1.0	ea.	\$2,555.00	\$2,555.00	\$2,800.00	\$2,800.00
D.1.13	8"x6" tapping sleeve	1.0	ea.	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00
D.1.14	6"x6" tapping sleeve	5.0	ea.	\$2,415.00	\$12,075.00	\$2,200.00	\$11,000.00
D.1.15	12"x10" m.j. reducer	1.0	ea.	\$420.00	\$420.00	\$392.00	\$392.00
D.1.16	12"x6" m.j. tee	4.0	ea.	\$1,085.00	\$4,340.00	\$640.00	\$2,560.00
D.1.17	12"x45° m.j. bend	2.0	ea.	\$980.00	\$1,960.00	\$540.00	\$1,080.00
D.1.18	12" retainer gland	18.0	ea.	\$175.00	\$3,150.00	\$111.00	\$1,998.00
D.1.19	10"x6" m.j. tee	4.0	ea.	\$1,050.00	\$4,200.00	\$540.00	\$2,160.00
D.1.20	10"x45° m.j. bend	4.0	ea.	\$860.00	\$3,440.00	\$404.00	\$1,616.00
D.1.21	10" m.j. cap	1.0	ea.	\$390.00	\$390.00	\$320.00	\$320.00
D.1.22	10" m.j. plug	1.0	ea.	\$300.00	\$300.00	\$228.00	\$228.00
D.1.23	10" retainer gland	32.0	ea.	\$150.00	\$4,800.00	\$78.00	\$2,496.00
D.1.24	10" I-Beam block	1.0	ea.	\$2,920.00	\$2,920.00	\$400.00	\$400.00
D.1.25	10" sleeve coupling	2.0	ea.	\$420.00	\$840.00	\$420.00	\$840.00
D.1.26	8"x8" m.j. wye	2.0	ea.	\$1,070.00	\$2,140.00	\$600.00	\$1,200.00
D.1.27	8"x8" m.j. tee	2.0	ea.	\$1,030.00	\$2,060.00	\$480.00	\$960.00
D.1.28	8"x6" m.j. tee	1.0	ea.	\$1,010.00	\$1,010.00	\$420.00	\$420.00
D.1.29	8"x6" m.j. reducer	1.0	ea.	\$360.00	\$360.00	\$222.00	\$222.00
D.1.30	8"x45° m.j. bend	2.0	ea.	\$745.00	\$1,490.00	\$280.00	\$560.00
D.1.31	8" m.j. cap	4.0	ea.	\$325.00	\$1,300.00	\$138.00	\$552.00
D.1.32	6"x6" m.j. tee	2.0	ea.	\$680.00	\$1,360.00	\$360.00	\$720.00
D.1.33	6"x90° m.j. bend	6.0	ea.	\$565.00	\$3,390.00	\$240.00	\$1,440.00
D.1.34	6"x45° m.j. bend	10.0	ea.	\$685.00	\$6,850.00	\$212.00	\$2,120.00
D.1.35	6" m.j. cap	6.0	ea.	\$320.00	\$1,920.00	\$104.00	\$624.00
D.1.36	6" sleeve coupling	4.0	ea.	\$280.00	\$1,120.00	\$226.00	\$904.00
D.1.37	6" retainer gland	56.0	ea.	\$110.00	\$6,160.00	\$33.00	\$1,848.00
D.1.38	12" r.s. gate tapping valve	1.0	ea.	\$3,145.00	\$3,145.00	\$4,330.00	\$4,330.00
D.1.39	12" r.s. gate valve	2.0	ea.	\$2,350.00	\$4,700.00	\$2,930.00	\$5,860.00
D.1.40	10" r.s. gate tapping valve	2.0	ea.	\$2,160.00	\$4,320.00	\$2,880.00	\$5,760.00
D.1.41	10" r.s. gate valve	1.0	ea.	\$1,935.00	\$1,935.00	\$2,330.00	\$2,330.00
D.1.42	8" r.s. gate tapping valve	1.0	ea.	\$1,505.00	\$1,505.00	\$1,920.00	\$1,920.00
D.1.43	8" r.s. gate valve	2.0	ea.	\$1,375.00	\$2,750.00	\$1,500.00	\$3,000.00
D.1.44	8" retainer glands	28.0	ea.	\$130.00	\$3,640.00	\$50.00	\$1,400.00
D.1.45	6" r.s. gate tapping valve	6.0	ea.	\$1,085.00	\$6,510.00	\$1,300.00	\$7,800.00
D.1.46	6" r.s. gate valve	4.0	ea.	\$1,000.00	\$4,000.00	\$950.00	\$3,800.00
D.1.47	furnish 10" gate valve & preparation for installation	2.0	ea.	\$2,460.00	\$4,920.00	\$1,747.00	\$3,494.00
D.1.48	duc-lugs & redi-rod	2.0	set	\$140.00	\$280.00	\$75.00	\$150.00
D.1.49	valve box	22.0	ea.	\$235.00	\$5,170.00	\$130.00	\$2,860.00
D.1.50	fire hydrant assembly type 1	1.0	ea.	\$2,795.00	\$2,795.00	\$3,650.00	\$3,650.00
D.1.51	fire hydrant assembly type 2	6.0	ea.	\$4,100.00	\$24,600.00	\$3,702.00	\$22,212.00
D.1.52	fire hydrant assembly type 3	0.0	ea.	\$4,765.00	\$0.00	\$3,950.00	\$0.00
D.1.53	fire hydrant assembly type 4	2.0	ea.	\$2,385.00	\$4,770.00	\$2,350.00	\$4,700.00
D.1.54	fire hydrant assembly type 5	2.0	ea.	\$1,310.00	\$2,620.00	\$1,400.00	\$2,800.00

D.1.55	12" r.c. pipe	24.0 l.f.	\$99.00	\$2,376.00	\$70.00	\$1,680.00
D.1.56	12" concrete pipe collar	1.0 ea.	\$720.00	\$720.00	\$300.00	\$300.00
D.1.57	15" r.c. pipe	7.0 l.f.	\$244.00	\$1,708.00	\$70.00	\$490.00
D.1.58	15" concrete pipe collar	2.0 ea.	\$740.00	\$1,480.00	\$330.00	\$660.00
D.1.59	18" r.c. pipe	20.1 l.f.	\$118.00	\$2,371.80	\$70.00	\$1,407.00
D.1.60	18" concrete pipe collar	1.0 ea.	\$775.00	\$775.00	\$350.00	\$350.00
D.1.61	24" r.c. pipe	30.0 l.f.	\$160.00	\$4,800.00	\$90.00	\$2,700.00
D.1.62	24" concrete pipe collar	6.0 ea.	\$880.00	\$5,280.00	\$400.00	\$2,400.00
D.1.63	8" I-beam block	2.0 ea.	\$1,430.00	\$2,860.00	\$400.00	\$800.00
D.1.64	10" bell block	1.0 ea.	\$1,115.00	\$1,115.00	\$400.00	\$400.00
D.1.65	thrust block	50.0 ea.	\$385.00	\$19,250.00	\$200.00	\$10,000.00
D.1.66	polywrap	3198.9 l.f.	\$3.80	\$12,155.82	\$2.00	\$6,397.80
D.1.67	2" water service (complete)	2.0 ea.	\$4,175.00	\$8,350.00	\$4,640.00	\$9,280.00
D.1.68	1" water service (complete)	3.0 ea.	\$4,445.00	\$13,335.00	\$2,300.00	\$6,900.00
D.1.69	abandon valve in place	2.0 ea.	\$125.00	\$250.00	\$250.00	\$500.00
D.1.70	remove and dispose of existing manhole	1.0 ea.	\$625.00	\$625.00	\$2,800.00	\$2,800.00
D.1.71	remove and salvage existing valve	1.0 ea.	\$305.00	\$305.00	\$1,550.00	\$1,550.00
D.1.72	remove existing valve box	1.0 ea.	\$55.00	\$55.00	\$200.00	\$200.00
D.1.73	remove existing water main	107.0 l.f.	\$45.00	\$4,815.00	\$28.00	\$2,996.00
D.1.74	remove existing 90° bend	1.0 ea.	\$305.00	\$305.00	\$500.00	\$500.00
D.1.75	remove and salvage existing fire hydrant	6.0 ea.	\$545.00	\$3,270.00	\$800.00	\$4,800.00
D.1.76	reuse salvaged fire hydrant	1.0 ea.	\$695.00	\$695.00	\$2,000.00	\$2,000.00
D.1.77	remove and haul inlet	1.0 ea.	\$550.00	\$550.00	\$300.00	\$300.00
D.1.78	remove and haul storm junction box	3.0 ea.	\$550.00	\$1,650.00	\$500.00	\$1,500.00
D.1.79	remove and haul storm sewer pipe	44.0 l.f.	\$31.00	\$1,364.00	\$28.00	\$1,232.00
D.1.80	saw cut	792.2 l.f.	\$6.30	\$4,990.86	\$3.00	\$2,376.60
D.1.81	remove asph./conc. Roadway	1562.9 s.y.	\$9.85	\$15,394.57	\$7.00	\$10,940.30
D.1.82	replace asph./conc. Roadway	1562.9 s.y.	\$68.50	\$107,058.65	\$82.00	\$128,157.80
D.1.83	remove conc. Sidewalk	1369.9 s.f.	\$2.30	\$3,150.77	\$0.50	\$684.95
D.1.84	replace conc. Sidewalk	1369.9 s.f.	\$10.05	\$13,767.50	\$8.00	\$10,959.20
D.1.85	remove concrete curb	292.1 l.f.	\$4.85	\$1,416.69	\$3.00	\$876.30
D.1.86	replace 6" integral curb	292.1 l.f.	\$7.25	\$2,117.73	\$28.00	\$8,178.80
D.1.87	traffic control	5.0 ls	\$5,775.00	\$28,875.00	\$14,500.00	\$72,500.00
D.1.88	sodding	3771.0 s.f.	\$2.05	\$7,730.55	\$1.60	\$6,033.60
D.1.89	seeding	900.0 s.f.	\$1.20	\$1,080.00	\$0.50	\$450.00
D.1.90	seeding and restoration	0.1 ac.	\$10,375.00	\$1,245.00	\$4,000.00	\$480.00
				\$955,440.74		\$678,685.23
			Exceptions	Noted	Exceptions	None

RESOLUTION 2017-159

WHEREAS, the City of Grand Island invited sealed bids for Water Distribution System Improvements - 2017, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on May 11, 2017, bids were received, opened and reviewed; and

WHEREAS, Myers Construction, Inc., of Broken Bow, 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 \$678,685.23; and

WHEREAS, the bid of Myers Construction, Inc., is less than the estimate for Water Distribution System Improvements - 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Myers Construction, Inc., in the amount of \$678,685.23 for Water Distribution System Improvements – 2017, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 9, 2017	☐ City Attorney



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item G-6

**#2017-160 - Approving Cloud Peak Energy as the Coal Supplier
for 2018 - 2019 at Platte Generating Station**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: June 13, 2017

Subject: 2018 - 2019 Coal Purchase

Presenter(s): Timothy G. Luchsinger, Utilities Director

Background

On June 12, 2012, per Resolution 2012-143, the City of Grand Island entered into an Agreement with Western Fuels Association for soliciting the purchase of coal for the Platte Generating Station. This agreement provides for Western Fuels to obtain pricing of coal for the Platte Generating Station as part of their larger coal solicitations for their members. Western Fuels recently went out for bids that included the purchase of all coal requirements for Platte Generating Station for 2018 and 2019.

Bids were evaluated on heat content of the bid coal, total delivered price including freight cost, and value of the sulfur content of the bid coal:

Heat Content – the heat content of Powder River Basin Coals can vary as much as 15%.

Freight Costs – are included in the evaluation to determine a total delivered cost at Platte Generating Station.

Sulfur Content – in order to operate a coal fired power plant, environmental regulation requires a plant to hold “Emissions Allowances” for regulated sulfur emissions. The allowances are regularly bought and sold by utilities as economic conditions warrant. EPA administers the markets. The price of sulfur allowances for use of each bid coal is a factor in the evaluation.

Discussion

Western Fuels has provided the separately attached confidential analysis of the bids received. The Utilities Department concurs with the Western Fuels Association

recommendation that the 2018-2019 Coal Supply Contract be awarded to the low compliant bidder, Cloud Peak Energy's Cordero Rojo Mine.

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 Coal Supply Contract for 2018 and 2019 with Cloud Peak Energy's Cordero Rojo Mine.

Sample Motion

Move to approve the Coal Supply Contract for 2018 and 2019 with Cloud Peak Energy's Cordero Rojo Mine.

RESOLUTION 2017-160

WHEREAS, the City Electric Department through Western Fuels Association, invited bids for coal for the 2018 - 2019 Coal Supply for the Utilities Department, according to the contract specifications; and

WHEREAS, it was stipulated that bid prices and/or final award prices would not be publicly disclosed; and

WHEREAS, Western Fuels Association reviewed and evaluated the bids for compliance with the specifications and for delivered cost; and

WHEREAS, Cloud Peak Energy from the Cordero Rojo Mine, submitted bids in accordance with the terms of the advertisement of bids and the contract specifications and all other statutory requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Cloud Peak Energy, for the 2018 - 2019 Coal Supply for the Platte Generating Station from the Cordero Rojo Mine, is approved as the lowest responsive bid submitted.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 9, 2017	☐ City Attorney



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item G-7

#2017-161 - Approving Certificate of Final Completion for Water Main Project 2015-W-2 - Logan Street at the Union Pacific Railroad

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: June 13, 2017

Subject: Certificate of Final Completion – Water Main Project
2015-W-2 Logan Street extended and UPRR

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main Project 2015-W-2 is located within Logan Street extended at the Union Pacific Railroad (UPRR) between South Front Street and Old Lincoln Highway.

As part of planned improvements, the Utilities Department has been replacing the water mains that cross under the Union Pacific Railroad tracks. The referenced project involved directionally boring a 30-inch diameter high-strength steel casing under the tracks, installing a new ductile-iron water main within the casing, and connecting the piping to the existing mains. With the completion of this project, all water main crossings have been replaced and upgraded for continual long term service and reliability.

A diagram of the project area is attached for reference.

Discussion

All work on the project has been completed by the Diamond Engineering Company of Grand Island, Nebraska in accordance with the terms and conditions of the contract documents and plans. Their final contract amount for the work is \$106,679.21.

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 Certificate of Final Completion for Water Main Project 2015-W-2 – Logan Street extended and Union Pacific Railroad.


Sample Motion

Move to approve the Certificate of Final Completion for Water Main Project 2015-W-2 – Logan Street extended and Union Pacific Railroad.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

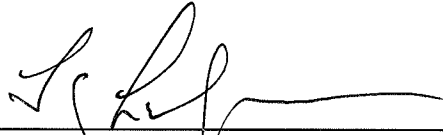
Water Main Project 2015-W-2

Water Main Project 2015-W-2 is located in the central part of the City of Grand Island, being generally described as lying within Logan Street extended at the Union Pacific Rail Road (UPRR) crossing between S. Front Street and Old Lincoln Hwy. The work on the project has been fully completed in accordance with the terms and conditions of the contract and complies with the plans and specifications.


Lynn M. Mayhew, P.E. #E-10661

5/16/17
Date

I hereby authorize Water Main Project 2015-W-2 to be incorporation into the City of Grand Island water system.


Tim Luchsinger, Utilities Director

5-16-17
Date

CERTIFICATE OF FINAL COMPLETION

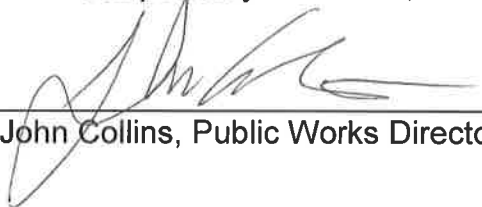
Water Main Project 2015-W-2
Logan Street Extended and Union Pacific Railroad

June 13, 2017

Water Main Project 2015-W-2, located in the central part of the City of Grand Island, within Logan Street extended and crossing under the Union Pacific Railroad (UPRR) was awarded to The Diamond Engineering Company of Grand Island, Nebraska.

The work on this project, as certified to be fully completed by Tim Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director/City Engineer, in accordance with the provision of Section 16-650, R.R.S., 1943.

Respectfully submitted,


John Collins, Public Works Director

.....
WATER MAIN PROJECT 2015-W-2

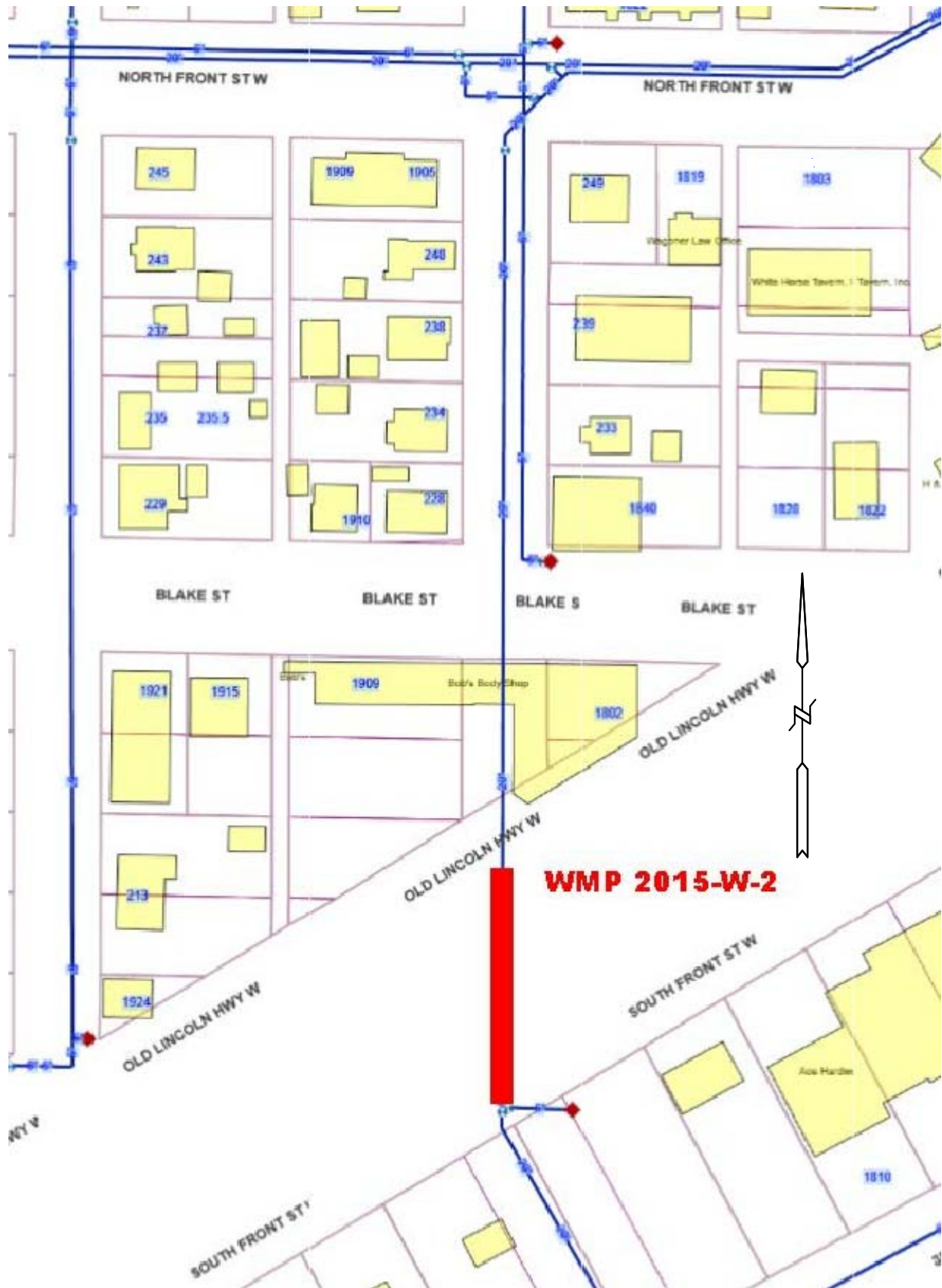
June 13, 2017

TO THE MEMBERS OF COUNCIL
CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main Project 2015-W-2 be approved.

Respectfully submitted,

Jeremy L. Jensen, Mayor



Water Main Project 2015-W-2
LOGAN ST EXTENDED at UPRR

RESOLUTION 2017-161

WHEREAS, the Utilities Engineer and the Public Works Director have issued a Certificate of Final Completion for Water Main Project 2015-W-2, located in the central part of the City of Grand Island, within Logan Street extended and crossing under the Union Pacific Railroad (UPRR) right-of-way, certifying that The Diamond Engineering Company of Grand Island, Nebraska has completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

WHEREAS, the Public Works Director recommends the acceptance of the Engineer's certificate of final completion; and

WHEREAS, the Mayor concurs with the recommendation of the Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Water Main Project 2015-W-2 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 9, 2017	▣ City Attorney



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item G-8

#2017-162 - Approving Change Order #1 with Rathman Manning Corp. for the Utilities Vehicle Storage Building Construction

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: May 23, 2017

Subject: Vehicle Storage Building Construction –
Change Order #1

Presenter(s): Timothy Luchsinger, Utilities Director

Background

On July 12, 2016, City Council approved a contract with Rathman Manning Corp., for the construction of a new vehicle storage building at the electric service center at 1116 W. North Front Street. The building is nearing completion. During the construction there were a couple of necessary minor changes that resulted in a slight increase in total contract price.

Discussion

As with any construction project, unanticipated design changes occasionally occur. The following modifications were recommended by JEO, the architect for the project, during the construction:

- 1) Modify the windows on the new overhead doors to match those of the existing doors for an additional \$2,160.00.
- 2) Install electric heating coils in the breezeway walkway between the new structure and existing building due to safety concerns with ice and snow for an additional \$8,262.00.
- 3) Changing the planned rock on the north side of the building to concrete to reduce future maintenance for an additional \$1,666.00.
- 4) Modifications to allow the change of the steam cleaner from natural gas to electric and addition of a water service line for the cleaner and the addition of a small section of railing for on the northwest corner of the building due to steps into the north entrance for an additional \$6,398.00.

The total addition to the contract amount is \$18,486.00 or approximately 2% of the original contract amount of \$902,615.00. The budget for the project is \$1,250,000.00. These change amounts were evaluated by JEO and Department staff and are recommended for approval.

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 Council award Change Order #1 to the Contract for Vehicle Storage Building Construction to Rathman Manning Corp., in the amount of \$18,486.00, for a final contract amount of \$921,101.00.

Sample Motion

Move to approve Change Order #1 to the Contract for Vehicle Storage Building Construction to Rathman Manning Corp., in the amount of \$18,486.00, for a final contract amount of \$921,101.00.

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): City of Grand Island, Nebraska Utilities Department Building Renovation and Addition 1116 W North Front Street Grand Island, Nebraska 68802	CHANGE ORDER NUMBER: 001 DATE: 5/09/2017	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Rathman-Manning Corp. 851 H Road Chapman, Nebraska 68827	ARCHITECT'S PROJECT NUMBER: 150291 CONTRACT DATE: July 12, 2016 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Per Construction Change Directive 001: Overhead Door glazing size change - ADD: \$2,160.00

Per Construction Change Directive 002: Provide and install snow mats - ADD: \$8,262.00

Per Construction Change Directive 003: Install concrete curb & paving in lieu of crushed rock on North side of building and galvanized railing at stoop and paving where edge occurs - ADD: \$1,666.00

Per Construction Change Directive 004: Install 1" water line to Hotsy location, install wiring for Hotsy, deduct for venting of Hotsy, and add 5LF to exterior railing - ADD: \$6,398.00

Total Add: \$18,486.00

The original Contract Sum was	\$	902,615.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	902,615.00
The Contract Sum will be increased by this Change Order in the amount of	\$	18,486.00
The new Contract Sum including this Change Order will be	\$	921,101.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is May 15, 2017

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

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User Notes: (3B9ADA28)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

JEO Architecture, Inc.

Rathman-Manning Corp.

City of Grand Island - Utilities
Department

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

2700 Fletcher Avenue
Lincoln, Nebraska 68504

851 H Road
Chapman, Nebraska 68827

City of Grand Island
City Hall
P.O. Box 1968
Grand Island, NE 68802-1968

ADDRESS

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

Jarred Meyer, Associate AIA | LEED AP
BD+C

Tom Rathman

Jeremy Jensen

(Typed name)

(Typed name)

(Typed name)

5/9/2017

5-9-2017

DATE

DATE

DATE

DATE

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User Notes: (3B9ADA28)

RESOLUTION 2017-162

WHEREAS, at the July 12, 2016 Council meeting, Council awarded the contract for Vehicle Storage Building Construction to Rathman Manning Corp., of Chapman, Nebraska, in the amount of \$902,615.00; and

WHEREAS, unanticipated design changes occurred to address safety concerns, to reduce future maintenance, to add a water line for washing trucks, and enlarge windows on the overhead doors to match doors of the existing building; and

WHEREAS, as a result of these changes to increase safety and efficiency, Change Order #1 was prepared for an additional \$18,486.00 for a total contract amount of \$921,101.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 for the Vehicle Storage Building Construction is hereby approved, and the Mayor is hereby authorized to sign Change Order #1 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 9, 2017	☐ City Attorney



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item G-9

#2017-163 - Approving Mutual Nondisclosure Agreement with Sol Systems

Staff Contact: Tim Luchsinger, Jerry Janulewicz

Council Agenda Memo

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

Meeting: June 13, 2017

Subject: Mutual Nondisclosure Agreement with Sol Systems

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 participated in some of these early 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.

Since that time, the City has entered into Power Purchase Agreements with developers for two projects, Prairie Breeze located at Elgin, and Prairie Hills in Custer County, for a total of 86 megawatts, or about 45 percent of Grand Island's annual energy requirements.

Discussion

As part of the Request for Proposals (RFP) issued last summer for renewable energy that resulted in the selection of the Prairie Hills project, the Department also solicited solar projects that could be done on a pilot program basis, similar to the early wind projects, which would allow first-hand experience to solar generation costs and operational issues.

An evaluation of the proposals resulted in a selection of Sol Systems as the most favorable respondent to the solar portion of the RFP. To allow for negotiations of a power purchase agreement, Sol Systems has asked for the execution of a Mutual Nondisclosure Agreement.

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 Mutual Nondisclosure Agreement with Sol Systems.

Sample Motion

Move to approve the Mutual Nondisclosure Agreement with Sol Systems.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
RENEWABLE ENERGY SOURCES**

RFP DUE DATE: July 7, 2016 at 2:15 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: May 31, 2016

NO. POTENTIAL BIDDERS: 8

SUMMARY OF PROPOSALS RECEIVED

Aksamit Resource Management, LLC
Houston, TX

Sempra U.S. Gas & Power
San Diego, CA

Renewable Energy Systems Americas, Inc.
Broomfield, CO

Lincoln Clean Energy
Chicago, IL

BHE Renewables
Des Moines, IA

Turning Point Energy
Denver, CO

Exelon Generation
Chicago, IL

Bluestem Sandhills, LLC
Valentine, NE

Innovative Solar
Holdrege, NE

Sol Systems, LLC
Washington, DC

Tradewind Energy
Lenexa, KS

Invenergy
Chicago, IL

NextEra Energy Resources
Juno Beach, FL

Geronimo Energy
Edina, MN

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin. Assist.
Renae Griffiths, Finance Director

P1888



Mutual Nondisclosure Agreement

This Mutual Nondisclosure Agreement (the "Agreement") is entered into by and between _____, a _____ ("Company"), and Sol Systems, LLC, a Delaware limited liability company ("Sol Systems"). Company and Sol Systems may be referred to herein individually as a "Party" or collectively as "the Parties."

The Parties are currently in discussion regarding the establishment of either a transaction or a relationship for the purposes of expanding upon or continuing their respective businesses (the "Business Relationship").

The Party (and its Representatives) providing Confidential Information (as defined below) shall be referred to herein as the "Disclosing Party", and the Party (and its Representatives) receiving Confidential Information shall be referred to herein as the "Receiving Party." "Representatives" means a Party's affiliates, officers, directors, shareholders, members, partners, financing sources, employees, agents, consultants and advisors (including, without limitation, financial advisors, counsel and accountants).

- 1. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which either of the Parties is engaged. If Confidential Information is in written form, the Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.
- 2. Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
- 3. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence and shall not use such Confidential Information for any purpose except to evaluate and engage in discussions concerning the Business Relationship. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Notwithstanding the foregoing, Sol Systems may, without Company's prior consent, disclose Confidential Information to potential investors, on an anonymous basis, for the sole and exclusive benefit of Company; *provided*, that such investor is subject to nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
- 4. Permitted Disclosure.** Receiving Party may disclose Confidential Information to the extent required by applicable law, governmental regulation, rules or requirements of a self-regulatory agency, audits or investigations of books and records, court order, governmental decree or demand, interrogatories, subpoena, civil investigative demand or other legal process. If Receiving Party is required to disclose


Confidential Information pursuant to court order, governmental decree or demand, interrogatories, subpoena, civil investigative demand or other process, Receiving Party shall provide notice (to the extent practicable and not prohibited by law) to Disclosing Party of any such requirement. Receiving Party may also disclose such Confidential Information to the extent necessary to protect or enforce its rights and remedies hereunder. In addition, Receiving Party may disclose Confidential Information in the course of any general examination of its books and records by any bank, securities, tax or other regulatory authority having jurisdiction without giving notice thereof to Disclosing Party.

5. **Duration of Duty.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until two (2) years from the date of execution of this agreement or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
6. **Injunctive Relief.** Receiving Party agrees that any unauthorized use or disclosure of Confidential Information in violation of this Agreement may cause irreparable injury for which money damages may not be a sufficient remedy. In the event Receiving Party breaches this Agreement, Disclosing Party shall be entitled to specific performance and injunctive relief or other equitable relief as a remedy for such breach, without the posting of a bond, in addition to any other remedies that may be available in law or equity. Notwithstanding the foregoing, Receiving Party shall not be held liable for any punitive, consequential, special or indirect damages.
7. **Notification.** Receiving Party will notify Disclosing Party in writing immediately upon the occurrence of any unauthorized release of Confidential Information or any breach of this Agreement of which it is actually aware.
8. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either Party a partner, joint venture or employee of the other Party for any purpose.
9. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the Parties.
10. **Integration.** This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both Parties.
11. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each Party's obligations shall be binding on the representatives, assigns and successors of such Party. Each Party has signed this Agreement through its authorized representative.
12. **Choice of Law.** This Agreement will be governed by laws of the State of Nebraska without regard to its principles of conflicts of law, and the Parties hereby consent to the jurisdiction of the administrative and judicial tribunals of the State of Nebraska, as applicable.
13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same document.



IN WITNESS WHEREOF, the Parties have executed this Mutual Non-Disclosure Agreement as of the ____ day of _____, ____.

SOL SYSTEMS, LLC



Lauren Harris
Director, CES

Sol Systems, LLC

RESOLUTION 2017-163

WHEREAS, the Utilities Department has made efforts to be involved in developing technologies regarding renewable energy; and

WHEREAS, the use of fossil fuels for electricity production is coming under increasing scrutiny at the national level and more restrictions and regulations are likely to be placed upon fossil fuels, particularly coal; and

WHEREAS, on May 8, 2012, Council approved a resolution to direct the Utilities Department to evaluate potential renewable energy projects; and

WHEREAS, the City has entered into Power Purchase Agreements with developers for two wind projects for a total of 86 megawatts, or about 45 percent of Grand Island's annual energy requirements; and

WHEREAS, as part of a Request for Proposals issued last summer for renewable energy, the Utilities Department solicited wind projects along with solar projects that could be done on a pilot program basis; and

WHEREAS, the evaluation of the proposals resulted in the selection of Sol Systems as the most favorable respondent to the solar portion of the RFP; and

WHEREAS, in order for Sol Systems to discuss specific pricing information with the Utilities Department, a Mutual Non-Disclosure Agreement must be signed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island enter into a Mutual Non-Disclosure Agreement with Sol Systems, and that the Mayor is designated to sign the Agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 9, 2017	▣ City Attorney



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item G-10

#2017-164 - Approving Payment of Utility Relocation Services performed by CenturyLink for the Capital Avenue – Webb Road to Broadwell Avenue Project

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: June 13, 2017

Subject: Approving Payment of Utility Relocation Services performed by CenturyLink for the Capital Avenue – Webb Road to Broadwell Avenue Project

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

Background

The Capital Avenue; Webb Road to Broadwell Avenue widening project consisted of removal of the previous 24' wide asphalt roadway and construction of a new five lane curbed concrete roadway. Other improvements included construction of sidewalks and a concrete hike/bike trail, updated street lighting, and construction of new storm sewer. A pedestrian signal was also constructed approximately 1000' east of Webb Road to provide for safe crossing for users of the hike/bike trail.

The roadway improvements and construction of the hike/bike trail required relocation of utilities owned by the City of Grand Island, Northwestern Energy and CenturyLink.

On June 24, 2014, via Resolution No. 2014-179, City Council approved the City entering into an agreement with CenturyLink to provide utility services for the Capital Avenue; Webb Road to Broadwell Avenue widening project. The total estimate at the time of the agreement for such relocation work was \$272,388.74, which was to cover non-betterment expenses less any credits for salvaged or junked materials. The original scope of work included lowering 2,400 feet of conduit and cable, one manhole reconstruction and one remote cabinet relocation. Since the facilities resided in a private easement formerly owned by CenturyLink on the north side of Capital Avenue, the relocation work was a project cost and eligible for federal aid. The City was to be reimbursed 80% of the actual costs.

Discussion

Once relocation of the CenturyLink utilities were underway unexpected work arose which consisted of adjustment to an additional 2,090 feet of conduit and cable, additional underground utility vaults, soil condition issues, inclement weather, and special ordering of specific equipment in a short timeframe to keep the overall project on schedule. This

additional work caused an increase in CenturyLink expenses of \$160,327.24. With utility relocation costs for Northwestern Energy and Grand Island Utilities being under the cost estimate by a total of \$382,279.60 a reallocation of utility funds and federal authorization to cover these additional expenses at the 80/20 cost share has been requested and approved. With the reallocation of funds the City will be reimbursed \$346,172.79 of the total CenturyLink invoice of \$432,715.98, for a final City expense of \$86,543.19.

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 for Utility Relocation Services to be performed by CenturyLink for the Capital Avenue – Webb Road to Broadwell Avenue Project.

Sample Motion

Move to approve the agreement.



Pete Ricketts, Governor

May 25, 2017

Tim Golka
City of Grand Island
100 East 1st Street
P.O. Box 1968
Grand Island, Nebraska 68802

RE: CN 42707, URB-5436(5), Capital Avenue, Utility Relocation

Dear Tim:

In 2014, the City of Grand Island entered into Utility agreements between Northwest Energy (Agreement BR1304), Century Link (Agreement BR1305) and City of Grand Island Utilities (Agreement BR1306) for Utility work on the above referenced project.

NDOR is aware that Northwestern Energy and Grand Island Utilities actual costs were less than estimated in the original agreements. Century Links actual costs were significantly higher than originally estimated. Although Century Links cost were higher, NDOR will reimburse the City of Grand Island for 80% of all Utility costs associated with the Utility work done by Century Link in the amount of \$346,172.78. All utility work was determined to be eligible for federal reimbursement.

Below is the breakdown of Utility estimate and actual costs.

	Agreement Estimate	Actual Costs
Northwestern Energy	\$620,000.00	\$441,785.78
Century Link	\$272,388.74	\$432,715.98
Grand Island Utilities	\$725,000.00	\$520,934.62
	\$1,617,388.74	\$1,395,436.38

If you have any additional questions regarding the Utility reimbursement, please feel free to contact me.

Sincerely,

Glenn Steffensmeier
Local Project Coordinator

Kyle Schneweis, P.E., Director

Department of Roads

1500 Highway 2

OFFICE 402-471-4567 FAX 402-479-4325



CenturyLink

Customer Name: *City of Grand Island*
Customer Number: *NE E796953*
Bill Date: *May 18, 2017*

Amount Due: \$432,715.98
Payment Due By: June 18, 2017

Bill To:
City of Grand Island
ATTN: Tim Golka
PO BOX 1968
Grand Island, NE 68802

Remit Payment To:
CenturyLink
PO BOX 2348
Seattle, WA 98111-2348

Please return this portion with your check made payable to CenturyLink



CenturyLink

Customer Name: *City of Grand Island*
Customer Number: *NE E796953*
Bill Date: *May 18, 2017*

Amount Due: \$432,715.98
Payment Due By: June 18, 2017

Account Summary

Invoice# A349032

Work consisted of relocating and replacing an 1800 pair SAI Cabinet in front of the Vets Home via placing 355' of 900 pair cable 546' of fiber cable 1 hand hole and performing the associated splicing terminations and testing. Work also consisted of lowering 3200' of 9 way duct, adjusting 4 manholes, rebuilding 1 manhole, and adjusting a section of the 16 way duct on Capitol Ave.

Current Charges: \$432,715.98

Account Summary Notes

Note: Total Owed -Per the parties' agreement for a Manual Invoice, the above itemizes the full amount due for this milestone, but may not represent the full amount due on the account.

RESOLUTION 2017-164

WHEREAS, on June 24, 2014, via Resolution No. 2014-179, City Council approved the City entering into an agreement with CenturyLink to provide utility services for the Capital Avenue; Webb Road to Broadwell Avenue widening project; and

WHEREAS , the total estimate at the time of the agreement for such relocation work was \$272,388.74, which was to cover non-betterment expenses less any credits for salvaged or junked materials; and

WHEREAS, the facilities resided in a private easement formerly owned by CenturyLink on the north side of Capital Avenue, resulting in the relocation work qualifying as a project cost and eligible for federal aid; and

WHEREAS, once relocation of the CenturyLink utilities were underway unexpected work arose which consisted of adjustment to an additional 2,090 feet of conduit and cable, additional underground utility vaults, soil condition issues, inclement weather, and special ordering of specific equipment in a short timeframe to keep the overall project on schedule; and

WHEREAS, the additional work caused an increase in CenturyLink expenses of \$160,327.24; and

WHEREAS, utility relocation costs for Northwestern Energy and Grand Island Utilities were under the cost estimate by a total of \$382,279.60 therefore a reallocation of utility funds and federal authorization to cover these additional expenses at the 80/20 cost share was requested and approved; and

WHEREAS, the reallocation of funds will allow the City to be reimbursed \$346,172.79 of the total CenturyLink invoice of \$432,715.98, for a final City expense of \$86,543.19.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the total CenturyLink invoice in the amount of \$432,715.98 is hereby authorized and approved for payment.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form June 12, 2017	City Attorney
--------------------------------------	---------------



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item G-11

#2017-165 - Approving Request from the YMCA for Permission to Use City Streets, Hike/Bike Trail, and State Highway for the 2017 State Fair Marathons

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: June 13, 2017

Subject: Consideration of Approving Request from the YMCA for Permission to Use City Streets, Hike/Bike Trail, and State Highway for the 2017 State Fair Marathons

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

Background

The YMCA in cooperation with the State Fair has expanded the Bill Seymour one half marathon into several marathons. The YMCA is seeking Council approval and notice to the Nebraska Department of Roads for the routes.

Discussion

The Marathons will be held the morning of Saturday, August 26, 2017. The Marathon routes will require the use of City streets and bike trails, as well as crossing US Highway 34 and running in one lane of US Highway 30. Please see the attached maps for the various routes.

State Statute 39-1359 requires the City Council to approve the route and for the City to then inform the Nebraska Department of Roads that the route has approval if it closes or blocks any part of a State highway. This is a requirement for any race, parade or march that would create some closure of the highway. This action then makes the City responsible for the liability of using a State highway for the event.

The Marathon planners from the YMCA and State Fair have met with public safety, public works and the county highway department and other affected departments in planning for the event. The routes being presented to the Council for approval have been agreed upon as the best identified and have previously been used for such event.

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

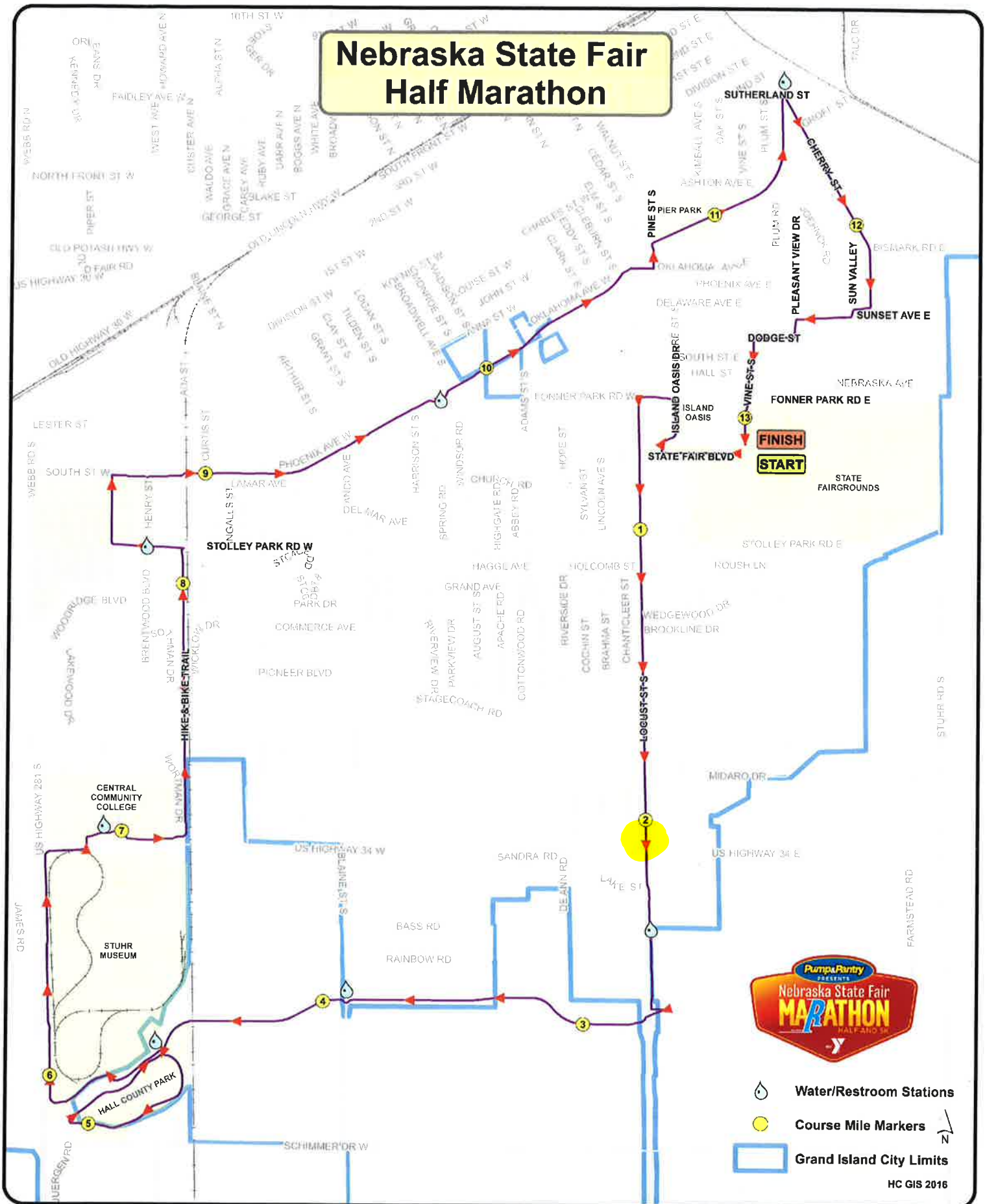
Recommendation

City Administration recommends that the Council approve the YMCA's presented routes for the 2017 State Fair Marathons and direct that the Nebraska Department of Roads be notified of this action.

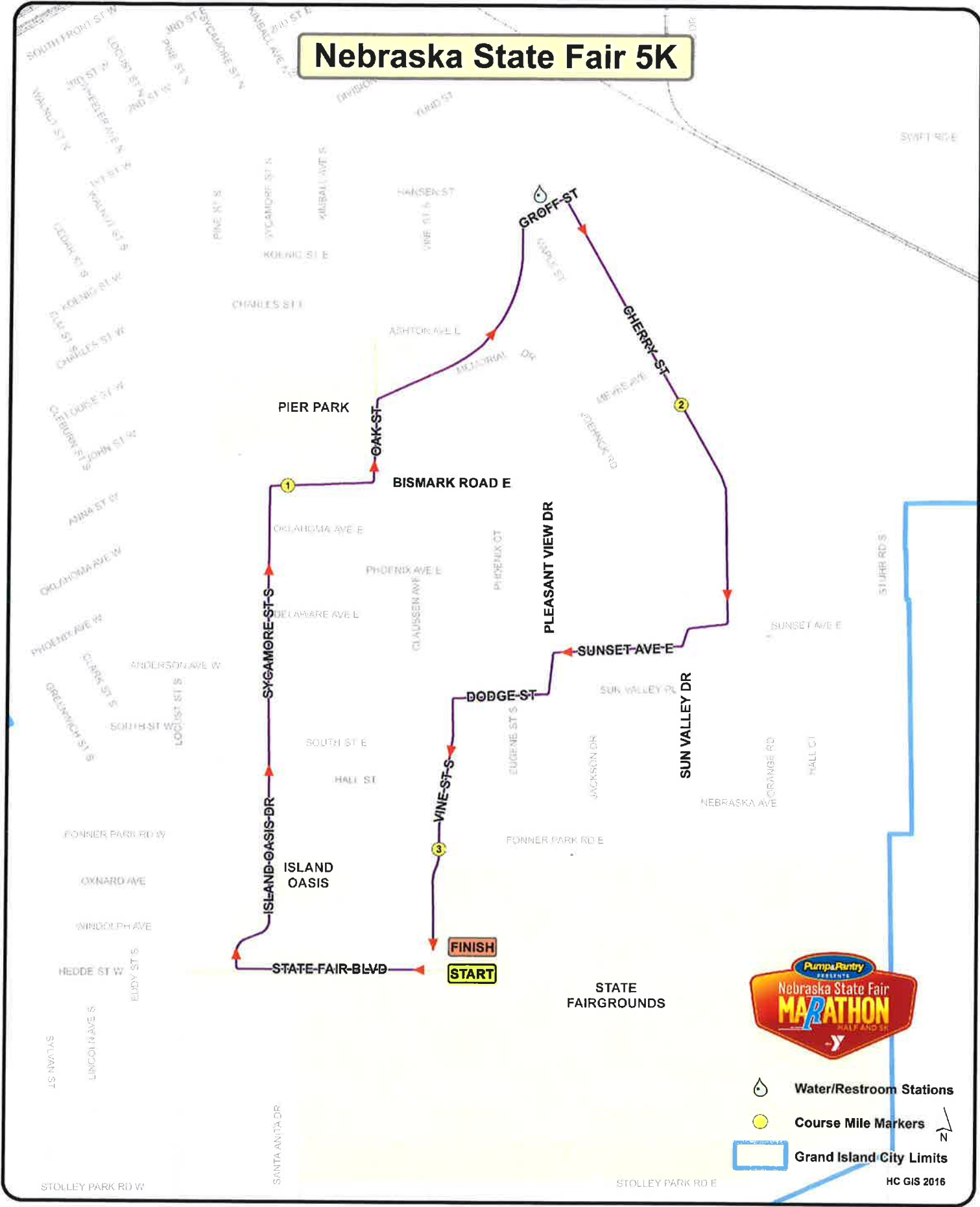
Sample Motion

Move to approve the resolution.

Nebraska State Fair Half Marathon



Nebraska State Fair 5K



RESOLUTION 2017-165

WHEREAS, the YMCA and State Fair have expanded the Bill Seymour half marathon into several marathons; and

WHEREAS, the YMCA has worked with City and County departments in planning the marathon race routes and developed acceptable routes; and

WHEREAS, specific wording is required by the Nebraska Department of Roads (NDOR) pursuant to Neb. Rev. Stat §39-1359, and

WHEREAS, the City accepts the duties set out in neb. Rev. Stat. §39-1359, and that if a claim is made against the State, the City shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event, more specifically defined as the 2017 State Fair Marathons to be held on August 26, 2017; and

WHEREAS, the route for the special event necessitates the usage of US Highway 34; crossing at Locust Street, and US Highway 30; Gunbarrel Road to 1st Street, Grand Island, Nebraska; and

WHEREAS, the special event will be held on August 26, 2017, with the control of US Highway 34 and US Highway 30 being assumed by the City at 6:00 am on August 26, 2017 and ending at 1:30 pm on August 26, 2017, at which time control of US Highway 34; crossing at Locust Street, and US Highway 30; Gunbarrel Road to 1st Street, shall revert to the State.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Notice of Use of City Streets and State Highways to accommodate the 2017 State Fair Marathons to be held on August 26, 2017 is hereby approved.

BE IT FURTHER RESOLVED, that the Nebraska Department of Roads shall be notified of the approved route and this Notice.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 9, 2017	☐ City Attorney



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item G-12

**#2017-166 - Approving Supplemental Agreement with NDOR for
Stolley Park Road Reconfiguration**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: June 13, 2017

Subject: Approving Supplemental Agreement with NDOR for Stolley Park Road Reconfiguration

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

Background

On June 24, 2014 staff presented options for reconfiguring Stolley Park Road, which required removing parking along the roadway from US Highway 281 to South Locust Street. City Council adopted the No Parking Zone on both sides of Stolley Park Road, from US Highway 281 to South Locust Street, at their July 8, 2014 meeting by Resolution No. 2014-192.

On November 24, 2015, via Resolution No. 2015-329, Grand Island City Council approved an agreement between the City and Nebraska Department of Roads (NDOR) to allow for local funding of the Stolley Park Road Reconfiguration.

The reconfiguration of Stolley Park Road qualified as a Federal-aid Transportation Safety project meaning federal funding is available through the NDOR. The federal share payable on any portion of a local federal-aid safety project is a maximum of 90% of the eligible participating costs, while the Local Public Agency (LPA) is responsible for the remaining 10% as well as all other nonparticipating or ineligible costs of the project. The original estimate for this project was \$1,349,180.00, with the LPA share being \$169,118.00.

Such project consists of Stolley Park Road striping reconfiguration from Webb Road to Locust Street, which includes pavement surface treatment and maintenance for preparation of the roadway re-striping. The existing roadway is a 46 foot concrete curb and gutter section and consists of two (2) 12 foot lanes with 11 foot no parking areas. The proposed roadway cross section will consist of a four lane undivided section from Webb Road to just west of Brentwood Boulevard, five lane section from just west of Brentwood Boulevard to St. Joe Bike Trail, and a three lane section with multi-use shoulders from St. Joe Bike Trail to Locust Street. This project will right size the lane configuration to optimize safety and efficiency, and meet the Federal Highway Administration (FHWA) safety program requirements.

Discussion

The funding in the original agreement between the City and NDOR is being amended to divide the project into two (2) parts; Part 1-Concrete Pavement Repair and Part 2-Pavement Marking Work. NDOR is capping the portion of work associated with the concrete pavement repair; while the pavement marking work will remain uncapped.

The Federal share for the concrete pavement repair portion of the project will be payable at a 90% maximum of the eligible and participating costs, up to but not exceeding the capped amount of \$860,210.65. The City's share will be the remaining 10% plus all costs in excess of the capped amount.

All pavement marking work on the project will remain at a maximum of 90% of the eligible and participating costs being paid by Federal funds, with the City being responsible for the remaining 10%.

The current project estimate is \$1,820,240.16, consisting of an estimated City share of \$364,215.29; of which \$63,783.23 has been expended to date.

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 a resolution authorizing the Mayor to sign the supplemental agreement.

Sample Motion

Move to approve authorization for the Mayor to sign the supplemental agreement.

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF GRAND ISLAND
STATE OF NEBRASKA DEPARTMENT OF ROADS
PROJECT NO. HSIP-5402(5)
CONTROL NO. 42812
STOLLEY PARK ROAD RECONFIGURATION, GRAND ISLAND

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between City of Grand Island, Nebraska, hereinafter referred to as the Local Public Agency or "LPA", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State",

WITNESSETH:

WHEREAS, the LPA and the State have previously entered into Program Agreement BL1581, executed by the LPA on November 24, 2015 and executed by the State on January 6, 2016, hereinafter referred to as the "Original Agreement", and

WHEREAS, it now becomes necessary to set a maximum amount, or to cap, the portion of the work associated with the concrete pavement repair for the project, while leaving uncapped funding for the pavement marking work , and

WHEREAS, the Federal share payable for the concrete pavement repair work will be a maximum of 90 percent of the eligible and participating costs up to but not exceeding the capped amount of \$860,210.65, and the LPA's share will be the remaining 10 percent plus all costs in excess of the capped amount, and

WHEREAS, all pavement marking work on the project will remain a maximum of 90 percent of the eligible and participating costs, and the LPA share will be the remaining 10 percent, and

WHEREAS, it is the desire of the LPA that this project be constructed under the designation of Project No. HSIP5402(5), as evidenced by the Resolution of the LPA dated the ____ day of _____, 2017, attached and identified as Exhibit "A" and made a part of this agreement, and

NOW THEREFORE, in consideration of these facts, the LPA and State hereto agree as follows:

SECTION 1. The funding in the Original Agreement shall be amended as follows;

The funding for this project will be broken into two parts: Part 1, Concrete Pavement Repair and Part 2, Pavement Marking Work.

Part 1 – Concrete Pavement Repair. The Federal share payable for the concrete pavement repair work will be a maximum of 90 percent of the eligible and participating costs up to but not exceeding the capped amount of \$860,210.65, estimate is attached in Exhibit "A" ,

and made part of this agreement, and the LPA's share will be the remaining 10 percent plus all costs in excess of the capped amount, .

Part 2 – Pavement Marking. All pavement marking will remain uncapped at a maximum of 90 percent of the eligible and participating costs, and the LPA share will be the remaining 10 percent.

SECTION 2. The bid documents and accounting for the project will be set up so that costs, including mobilization, will be allocated to either Part 1 or Part 2 of the project. The following bid items will be used for the concrete repair part of the project (Part 1).

- Concrete Repair Mobilization
- Cross Stitching
- Concrete Pavement Repair, Type A, Full Depth
- Concrete Pavement Repair, Type B, Full Depth
- Concrete Pavement Repair, Type C, Full Depth
- Diamond Grinding and Texturing Concrete Pavement
- Sealing Cracks
- Sealing Joints
- Concrete Pavement, Class PR-3500 Joint Repair
- Foundation Course Replacement

Additional similar (Group 3) bid items may be added when appropriate.

SECTION 3. The LPA and the State agree that, except for the provisions of Sections 1 and 2 all terms and provisions of the Original Agreement on Project No. HSIP-5402(5) executed by the LPA and the State shall remain in full force and effect.

EXECUTED by the LPA this _____ day of _____, 2017.

WITNESS:
RaNae Edwards

CITY OF GRAND ISLAND
Jeremy Jensen

Mayor

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Mick Syslo, P.E.

Local Projects Engineer

- 3 -

Repair Estimates

[illegible]

EXHIBIT "A"

RESOLUTION 2017-166

WHEREAS, on November 24, 2015, via Resolution No. 2015-329, Grand Island City Council approved an agreement between the City and Nebraska Department of Roads (NDOR) to allow for local funding of the Stolley Park Road Reconfiguration; and

WHEREAS, the funding in the original agreement between the City and NDOR is being amended to allow the project to be broken into two (2) parts; Part 1-Concrete Pavement Repair and Part 2-Pavement Marking Work - The portion of work associated with the concrete pavement repair will be capped, with the pavement marking work remaining uncapped; and

WHEREAS, the Federal share for the concrete pavement repair portion of the project will be payable at a 90% maximum of the eligible and participating costs, up to but not exceeding the capped amount of \$860,210.65; and

WHEREAS, the City's share will be the remaining 10% plus all costs in excess of the capped amount; and

WHEREAS, all pavement marking work on the project will remain at a maximum of 90% of the eligible and participating costs being paid by Federal funds, with the City being responsible for the remaining 10%; and

WHEREAS, the current project estimate is \$1,820,240.16, of which the City is responsible for the estimated share of \$364,215.29.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor, Jeremy Jensen, is hereby authorized to sign the supplemental agreement between the City and the State for the Stolley Park Road Reconfiguration project.

BE IT FURTHER RESOLVED, that the City hereby designates Tim Golka to serve as the City's representative and Project Liaison (PL) with the State for this project.

NDOR Project No.: HSIP-5402(5)

NDOR Control No.: 42812

NDOR Project Name: Stolley Park Road Reconfiguration, Grand Island

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

The City Council of the City of Grand Island

Vaughn Minton
Mark Stelk
Linna Dee Donaldson
Mike Paulick
Michelle Fitzke

Jeremy Jones
Roger Steele
Julie Hehnke
Mitch Nickerson
Chuck Haase

Approved as to Form	☐
June 9, 2017	☐ City Attorney

Council Member _____ moved the adoption of said resolution;
Council Member _____ seconded the motion

Roll Call: ____ Yes ____ No ____ Abstained ____ Absent

Resolution adopted, signed and billed as adopted

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item G-13

**#2017-167 - Approving Award of Proposal for Consulting Services
for Architectural Services; Project No. 2017-WWTP-2**

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: June 13, 2017

Subject: Approving Award of Architectural Services for Project No. 2017-WWTP-2

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

Background

The Wastewater Administration building, which was constructed in 1978, is located at 3013 East Swift Road. The 3,500 square foot building is the primary station for employees involved with management, accounting, laboratory and operations.

Over the 4 decades since the building was completed, the building, safety, and environmental regulations have increased, and become more stringent. Additionally, the plant operations have expanded with the growth of the City.

As part of assessing the Wastewater Division's ability to comply with existing and anticipated environmental regulations the lab was reviewed. Identified issues included:

- A Heating, Ventilation, and Air Conditioning (HVAC) system shared with the rest of the building, posing an immediate safety hazard.
- Lack of a fire suppression system.
- Outdated and/or marginally functional equipment.
- Limited physical space that will not be able to accommodate future needs.
- Electrical and mechanical limitations that must be expanded to handle future needs and can be made more efficient.

When the investigation was expanded to the rest of the building it was determined that the electrical and mechanical systems also limited the operators work stations and that the physical space was insufficient for their needs. SCADA and other monitoring equipment are in need of updating.

The Solids Handling Building (Building 6) was constructed to add a second floor. Engineering and Wastewater employees investigated moving some combination of the management, accounting, operations, and/or lab groups to this location, but the current costs of ADA compliance combined with the construction costs would make the price high relative to at grade construction. Additionally there are advantages to having these groups remain in proximity to each other, and located at the plant entrance.

The potential of building a new building to house the lab and operators was compared to building an addition (which would require temporary housing for some staff) to the existing building (which would still require some renovation). Costs for the concepts were similar and ranged from \$1 million to \$2.5 million. A new building would be less disruptive during construction, but the continuous benefits of maintaining proximity weighed in favor of adding to the existing building.

A Request for Qualifications (RFQ) for consulting services for Architectural Services; Project No. 2017-WWTP-2 (Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation) was advertised in the Grand Island Independent on April 11, 2017. The RFQ was also sent to seventeen (17) potential consultants by the Engineering Division of the Public Works Department.

Discussion

Six (6) proposals were opened on April 26, 2017 and reviewed and scored.

The proposal submitted by HDR of Omaha, Nebraska was scored as the best firm to complete the required work. The agreement will be for an amount not to exceed \$57,000.00 and will address the initial phases of project planning; including geotechnical investigation, workshops with City and treatment plant staff, preparation of technical memo, conceptual design and preparing a construction cost estimate.

Funds for the consulting services are in the approved 2016/2017 Wastewater Division budget.

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 of Omaha, Nebraska, for an amount not to exceed \$57,000.00 for Architectural Services for Project No. 2017-WWTP-2.

Sample Motion

Move to approve the agreement.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
ARCHITECTURAL SERVICES; PROJECT NO. 2017-WWTP-2**

RFQ DUE DATE: April 26, 2017 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: April 11, 2017

NO. POTENTIAL BIDDERS: 17

SUMMARY OF PROPOSALS RECEIVED

W Design Associates
McCook, NE

HDR
Omaha, NE

Studio 120 Architecture
Scottsbluff, NE

Professional Associates Ltd.
Omaha, NE

CMBA Architects
Grand Island, NE

Erickson Sullivan Architects
Lincoln, NE

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

Catrina DeLosh, PW Admin. Assist.
Renae Griffiths, Finance Director
Tara Bevard, Wastewater Engineer

P1965

AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this _____ day of May, 2017, between City of Grand Island, Nebraska (“OWNER”) a municipal corporation, with principal offices at 100 East First Street, Grand Island, Nebraska, 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 Concept Development for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation (“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 hourly basis with a not to exceed amount of \$57,000.

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 as described in Exhibit A.

SECTION VI. SPECIAL PROVISIONS

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

CITY OF GRAND ISLAND, NEBRASKA
"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: 100 East First Street
Grand Island, NE 68802

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

NAME: Ron Sova, P.E.

TITLE: Vice President

ADDRESS: 8404 Indian Hills Drive
Omaha, NE 68114

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A
SCOPE OF WORK – CONCEPT DEVELOPMENT
CITY OF GRAND ISLAND, NE
WASTEWATER TREATMENT PLANT
LABORATORY, OPERATIONS CONTROL CENTER, AND ADMINISTRATIVE
BUILDING RENOVATION

PART 1.0 PROJECT DESCRIPTION:

The City of Grand Island's (OWNER) Wastewater Treatment Plant's current Administrative Building is nearly four decades old. Improvements to the Administrative Building are needed for the following purposes:

- Upgrade the electrical, mechanical, and instrumentation and controls at the facility
- Support current and future lab needs
- Isolate lab HVAC
- Provide a more effective and efficient working environment
- Accommodate needs of Operations staff
- Improve the functionality of the existing space

The Concept Development provides for the development of conceptual Administrative Building renovation options, selection of a building layout, identification of materials of construction, development of options to implement energy efficiency in HVAC and lighting designs, development of options to incorporate controls and electrical improvements, and preparation of the Opinion of Probable Construction Cost (OPCC).

A subsequent task order will be prepared to address the preliminary design, final design, bidding, and construction of the Administrative Building renovations.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Key Understandings

1. OWNER will provide criteria and information as to the City's requirements for the Project, including City standards in building or furniture products and available funding.
2. OWNER will provide access to Administrative Building and other Wastewater Treatment Plant facilities, as required.
3. OWNER will provide available data including record drawings and past billings for power, heating, and cooling.
4. Meetings will be held at the Wastewater Treatment Plant or City Hall.

5. The initial site visit and Workshop 1 will be held on one day. The site visit will include a tour of the Administrative Building and interconnecting facilities.
6. The Preliminary Design, Final Design, and project construction will likely be phased, depending on funding availability.
7. Survey, Preliminary Design, Final Design, Bidding, and Construction Services are not included in this scope of work.
8. The scope of work does not include completing of funding applications, locating funding sources, or administering funding programs.
9. OWNER will provide timely review and comments on draft deliverable documents.
10. HDR will utilize the following subconsultants for this project:
 - a. Geotechnical Investigation – GSI
 - b. Opinion of Probable Construction Cost – Building Cost Consultants (BCC)
11. OPCC will be developed using Microsoft Excel software and will include appropriate factors for undefined scope of work (contingency) and range of accuracy based on the level of project definition.
12. All project communication will be routed through the OWNER'S project manager.
13. HDR will notify the OWNER of any proposed change in project team members from those presented in the original proposal and statement of qualifications. The proposed change will be made upon approval by the OWNER.

TASK SERIES 100 – PROJECT MANAGEMENT

Objective: Provide management activities over Project duration including planning, organizing and monitoring Project team activities; overall project management; and coordination with OWNER for access.

HDR Activities 110 – Team Management and Project Control

- 111 Project initiation and development of internal Project Management Plan.
- 112 Budget and invoice management.
- 113 Schedule monitoring and update.
- 114 Internal coordination meetings.
- 115 Quality Control (including HDR's internal Project Approach and Resource Review)

TASK SERIES 200 – CONCEPT DEVELOPMENT

Objective: Using OWNER input, create building renovation options that achieve the Project goals. Review and discuss key issues to define the criteria to be used to select the preferred renovation option. Develop preliminary construction phasing plan.

HDR Activities

210 – Background Data

- 211 Receive available record information.
- 212 Distribute questionnaire to Wastewater Treatment Plant (WWTP) staff to identify staff needs and goals.
- 213 Conduct site visit with the design disciplines.
- 214 OPTIONAL TASK – 3D scan to provide digital image scan to create models of the interior spaces of the Administrative Building to represent the existing condition of the interior spaces.
- 215 Prepare base drawings for existing facility from existing record drawings and 3D scan (if used).

220 – Survey – NOT USED

230 – Geotechnical Investigation

- 231 Complete geotechnical survey and test hole(s)
- 232 Provide geotechnical report

240 – Kickoff Meeting and Workshop 1

- 241 Kickoff Meeting with OWNER to review proposed scope of services, project objectives, and key issues. Document with meeting notes and distribute to attendees.
- 242 Discuss WWTP staff needs and goals.
- 243 Define Administrative Building electrical needs.
- 244 Define instrumentation, control, and SCADA functions contained within the Administrative Building.
- 245 Develop preliminary construction phasing plan.

250 – Develop Conceptual Options

- 251 Conduct space use study of existing building and future needs.
- 252 Using information obtained from the background data collection and Workshop 1, develop up to three (3) Administrative Building renovation layout options.
- 253 Develop options for building materials.
- 254 Develop options for energy efficient HVAC and lighting strategies. Identify impacts to building renovation layout options.

- 255 Develop options for Administrative Building controls system modifications.
- 256 Develop options for Administrative Building electrical system modifications.

TASK SERIES 300 – CONCEPT REFINEMENT

Objective: Identify preferred Administrative Building renovation layout. Summarize the criteria and decisions to direct the renovation design, incorporating sustainable and energy efficient strategies.

HDR Activities:

310 - Workshop 2

- 311 Workshop meeting with OWNER.
- 312 Review building renovation layout options.
- 313 Discuss options for preferred materials.
- 314 Discuss options for energy efficiency strategies in HVAC and lighting.
- 315 Identify preferred building renovation option, materials of construction, energy efficiency strategies, and approaches to electrical and controls modifications.
- 316 Document decisions through meeting notes and distribute to attendees.

320 – Concept Design Review Technical Memorandum

- 321 Document the evaluations performed.
- 322 Summarize background information collected.
- 323 Summarize building renovation layout options considered.
- 324 Identify selected building renovation layout.
- 325 Document selected energy efficiency strategies and materials of construction.
- 326 Provide vendor information, including cut sheets for lab equipment, casework, countertops, and fixtures.
- 327 Describe approach to construction sequencing, including order of demolition, relocation of building areas, and relocation of controls system.
- 328 Describe modifications to Administrative Building electrical system.

TASK SERIES 400 – CONCEPT PRESENTATION

Objective: Prepare Opinion of Probable Construction Cost (OPCC) for selected building renovation layout, construction materials, and energy strategies. Present selected layout and costs to City officials.

HDR Activities: 410 – Opinion of Probable Construction Cost (OPCC)

411 Develop opinion of probable construction cost.

420 – Present Selected Layout and OPCC to City Officials

421 OPTIONAL TASK - Prepare PowerPoint presentation displaying selected layout and estimated project costs.

422 Meet with City Officials at Wastewater Treatment Plant or City Hall to present selected layout and project costs.

PART 3.0 AUTHORIZATION

Work will not proceed on a task without authorization.

PART 4.0 OWNER’S RESPONSIBILITIES:

OWNER will be responsible for the items as identified in the above Key Understanding of the Scope of Work:

PART 5.0 PERIODS OF SERVICE:

Notice of Award	May 10, 2017
Notice to Proceed	May 23, 2017
Complete Preparation of OPCC	July 14, 2017
Present Selected Layout	July 14, 2017

NEXT PHASES OF WORK:

The topographic survey, Preliminary Design, Final Design, and construction of the building renovation will be completed in upcoming phases, depending on funding availability.

Survey

Preliminary Design

Final Design

Construction

Concept Development

- 5 -

May 2017

EXHIBIT B
TERMS AND CONDITIONS

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 third party personal injury and property damage 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
(4/2017)

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, supercedes 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 LESSER OF \$1,000,000 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.

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. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement.

20. 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 2017-167

WHEREAS, the City Of Grand Island invited proposals for consulting services for Architectural Services; Project No. 2017-WWTP-2 (Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation), according to the Request For Qualifications (RFQ) on file with the Engineering Division of the Public Works Department; and

WHEREAS, on April 26, 2017 proposals were received, reviewed, and evaluated in accordance with established criteria in the RFQ; and

WHEREAS, HDR of Omaha, Nebraska submitted a proposal in accordance with the terms of the Request for Qualifications and all statutory requirements contained therein and the City Procurement Code with the work performed not to exceed the amount of \$57,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of HDR of Omaha, Nebraska for consulting services for Architectural Services; Project No. 2017-WWTP-2 (Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation) 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, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 9, 2017	☐ City Attorney



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item G-14

#2017-168 - Approving Amendment No. 1 with HDR Engineering, Inc. for Engineering Services Related to 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: June 13, 2017

Subject: Approving Amendment No. 1 with HDR Engineering, Inc. for Engineering Services Related to 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 January 24, 2017, via Resolution No. 2017-12, City Council approved an agreement between the City 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.

Discussion

It is necessary to add the design and specifications for a new leachate control room to the original engineering services agreement with HDR Engineering, Inc. Such additional design work will provide structure and electrical needs for the City to operate the pumps in the leachate lagoon. It is also recommended that the City not implement the optional permit modification provided in the original scope of services. Such revisions to the original agreement will not change the project schedule, which is targeted for bidding August 2017.

Summary of Amendment No. 1-

Original Agreement =	\$126,570.00
Remove Optional Task 1B =	(\$ 32,140.00)
Add Additional Design Services =	\$ 14,980.00
Revised Agreement =	\$109,410.00

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 Amendment No. 1 to the agreement with HDR Engineering, Inc. of Omaha, Nebraska, for a revised agreement amount of \$109,410.00.

Sample Motion

Move to approve the resolution.

AMENDMENT NO. 1
Exhibit A
Scope of Services
Grand Island Regional Landfill
Cell 3 Liner Design & Construction Phase Services

Amendment No. 1 to Agreement, City Purchase Order #33617-00

As part of the design services for the Cell 3 Liner at the Grand Island Regional Landfill, the City has requested HDR to include the design and specifications for a new leachate control room which will provide a structure and electrical needs for the City to operate their pumps in the leachate lagoon. In addition, the City elected not to implement the optional Task 1B – Permit Modification provided in the original Scope of Services. This Amendment No. 1 lists the understandings and scope of services for these changes.

Task 1B – Permit Modification (Optional)

This task is removed from the Scope of Services.

Task 4 – Additional Design Services

Objective:

At the request of the City, to complete design of a new leachate control room and incorporate alternate bid items identified by the City.

HDR Activities:

Based on several discussions with the City, HDR will provide design drawings and specifications for the following additional design items.

- New leachate control room is anticipated to be an 8-feet by 12-feet pre-fabricated fiberglass building with lighting, heating, and power supply; anchored to a new concrete slab on grade with stoop, and will include main control panel, step-down panel/transformer, local control panel for new leachate extraction pump, power and disconnects for City's leachate lagoon pumps.
 - Review City's information and desired features for the leachate control room.
 - Communications with the City to discuss the electrical needs and the structure.
 - Incorporate demolition of the existing leachate lagoon pump house into the demolition plan.
 - Develop leachate control room electrical plan and electrical diagram and details.
 - Develop structural site plan and details sheet.
 - Prepare specifications for electrical, structural (concrete slab), and pre-fabricated building.
 - Incorporate leachate control room into the 50%, 90% and final design levels.
 - Review and incorporate the City's comments on the leachate control room into the final design.
- Incorporate the 3 alternate bid items for site roadway work into the drawings, specifications, and bid items.
- Update the opinion of probable construction costs for the leachate control room and alternate bid items.

Meetings:

Progress meetings are included in existing Task 2. Additional communications will be conducted through conference calls and emails.

Deliverables:

- Preliminary electrical drawings (3 sheets) included with the 50% design submittal
- Drawings (4 sheets total) and specifications included with the 90% and final design level submittals

Key Understandings:

- New leachate control room will be in same location as existing leachate pump house.
- City will be responsible for piping from the leachate lagoon through the control room and the associated pipe penetrations through the structure.
- No pumps are provided in the leachate control room.
- City will provide the leachate lagoon submersible pump, fountain pump and control panel.
- Leachate control room does not and will be not be classified as Class I Div I/II facility.
- Existing soils in the area of the leachate control room are assumed to be stable and adequately support the new structure.
- No modifications to the site's existing permit are included in this Task.

Additional Services

The future Additional Services for construction period services will be renamed to Task 5 and 6.

- Task 5 – Basic Construction Phase Services
- Task 6 – 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

No change to schedule with targeted dates for bid advertisement in August 2017. The dates for bid advertisement and receipt of bids may be adjusted with City input to target a desired bidding environment.

Compensation

The following table was developed to show the adjustment in fee as a result of the changes to the scope of services as described in this Amendment No. 1.

- The estimated fee for optional Task 1B of Thirty-Two Thousand One Hundred Forty dollars (\$32,140.00) is deducted from the Agreement.
- The estimated fee for new Task 4 – Additional Design Services is Fourteen Thousand Nine Hundred Eighty dollars (\$14,980.00), not-to-exceed without written authorization of the City.

HDR will continue 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.

Amendment No. 1 Fee Estimate Table

Task 1-3 Fee	\$94,430
Optional Task 1B	\$32,140
Total Contract Fee (approved January 27, 2017)	\$126,570
Amendment No. 1:	
Remove Optional Task 1B	(\$32,140)
Add New Task 4 – Additional Design Services	\$14,980
Amendment No. 1 Fee Adjustment	(\$17,160)
Amended Total Contract Fee	\$109,410

RESOLUTION 2017-168

WHEREAS, on January 24, 2017, via Resolution No. 2017-12, City Council approved an 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; and

WHEREAS, it is necessary to add the design and specifications for a new leachate control room to the original engineering services agreement with HDR Engineering, Inc; and

WHEREAS, it is also recommended that the City not implement the optional permit modification provided in the original scope of services; and

WHEREAS, such modifications to the original agreement are detailed in Amendment No. 1 and result in an agreement decrease of \$17,160.00, for a revised agreement amount of \$109,410.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 to 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 (\$17,160.00), is hereby approved for a revised agreement amount of \$109,410.00.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 9, 2017	☐ City Attorney



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item G-15

#2017-169 - Approving Unified Planning Work Program (UPWP) for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2018 Fiscal Year Transportation Planning Program

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

Council Agenda Memo

From: Allan Zafft AICP, MPO Program Manager

Meeting: June 13, 2017

Subject: Approving Unified Planning Work Program (UPWP) for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2018 Fiscal Year Transportation Planning Program

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

Background

All agreements must be approved by the City Council and will be acted on when agreements are received from the Nebraska Department of Roads and the Federal Transit Administration. In March 2013 the City of Grand Island was designated as an urbanized area with a population over 50,000 which require the metropolitan area to establish a transportation planning process in accordance to Title 23 CFR 450 of the current federal transportation bill. As a requirement in this process, the Metropolitan Planning Organization (MPO) develops annually a Unified Planning Work Program (UPWP) describing the work activities and funding required by the Grand Island Area Metropolitan Planning Organization (GIAMPO) to carry-out these mandates.

This proposed FY 2018 UPWP, is unique in that it reflects previous federal and local funds that have been acted on by Council, as well as Federal Transit Funds that are required to be identified in the MPO Policy Board documentation for the City to receive FTA Section 5307 funding. The fiscal year for the MPO planning process is July 1, 2017 – June 30, 2018.

The total cost reimbursable under the agreement is currently estimated to be \$179,129.00, with the federal share estimated to be \$143,303.00, and the MPO's share estimated to be \$35,826.00.

Discussion

The Grand Island Area Metropolitan Planning Organization (GIAMPO) has drawn up a Unified Planning Work Program with the City of Grand Island for the purpose of assisting the Local Public Agency (LPA) in obtaining Federal approval and financial assistance to ensure a continued, comprehensive, and cooperative transportation planning

process between the state and local governments for the Grand Island Metropolitan Planning Area for fiscal year 2018.

The attached Exhibit “A” Grand Island Area Metropolitan Planning Organization (GIAMPO), Unified Planning Work Program describes the work to be carried out in accordance with 23 U.S.C. Section 134 of the Fixing America’s Surface Transportation Act (FAST Act), Transportation Bill and has been reviewed and approved by the GIAMPO Policy Board, Nebraska Department of Roads, Federal Highway Administration, and Federal Transit Administration.

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 a resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve authorization for the Mayor to sign the agreement.

Agreement No.	PL1702
Funding Period Fiscal year	July 1, 2017 through June 30, 2018 FY2018
Agreement Amount	\$179,129

PROGRAM AGREEMENT FEDERAL PLANNING FUNDS METROPOLITAN PLANNING ORGANIZATIONS

MPO, GIAMPO
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. PL-1 (55), STATE CONTROL NO. CN00978A
FY 2018 PLANNING (PL) AGREEMENT

THIS AGREEMENT is between the MPO Grand Island Area Metropolitan Planning Agency (GIAMPO), who is a Metropolitan Planning Organization ("MPO"), and the State of Nebraska, Department of Roads ("State"), collectively referred to as "Parties".

WITNESSETH:

WHEREAS, federal law requires that MPO establish and maintain a continuing, comprehensive transportation planning process in cooperation with state and local governments in urban areas of over 50,000 population, and

WHEREAS, MPO has established and maintains a planning process that complies with federal law, and

WHEREAS, there are Federal-aid Planning Funds (PL Funds or PL Funding) available to provide pro-rata reimbursement to MPO for its Eligible Planning Activities, and

WHEREAS, MPO has been designated as the recipient agency for the CITY of Grand Island metropolitan area for PL Funds, and

WHEREAS, Federal law provides that State will be a representative for the Federal Highway Administration (FHWA) in reviewing requests for reimbursement of MPO Eligible Planning Activities, and that reimbursements will be made through State, and

WHEREAS, MPO has developed and submitted a Unified Planning Work Program document ("UPWP") which is attached hereto as **Exhibit "A"**; it has been reviewed and approved by FHWA, and

WHEREAS, this Agreement applies only to the part of MPO's UPWP Eligible Planning Activities overseen by FHWA, and

WHEREAS, this Agreement governs the reimbursement of Eligible Planning Activities conducted between July 1, 2017, and June 30, 2018, and

WHEREAS, for this Agreement, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year, must be addressed as explained further in this Agreement, and

WHEREAS, the total cost reimbursable under this Agreement is currently estimated to be \$179,129; the federal share is estimated to be \$ 143,303, and MPO's share is estimated to be \$35,826, and

WHEREAS, MPO's UPWP has been approved and MPO desires to incur costs for eligible tasks and activities that will be reimbursed with PL Funds under the designation of Project No. PL-1 (55), and has authorized the City of Grand Island's Mayor to sign this Agreement, as evidenced by the Resolution, attached as **Exhibit "B"**.

NOW THEREFORE, in consideration of these facts, MPO and State agree as follows:

SECTION 1. DEFINITIONS

WHEREVER in this Master Agreement the following terms are used, they mean the following:

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

"ELIGIBLE PLANNING ACTIVITIES" means tasks or activities performed by MPO or its consultants, subconsultants, agents, or representatives which are eligible for reimbursement with PL Funds and that have been identified in MPO's approved UPWP.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"MPO" means a Metropolitan Planning Organization qualified under federal law.

"NEB. REV. STAT" means the Nebraska Revised Statutes as set forth in Nebraska law.

"OMB" means the Federal Office of Management and Budget.

“RESPONSIBLE CHARGE” or “RC” means the employee of MPO or of a city/county within MPO, or elected official of a city/county within MPO, who has been empowered by MPO to represent MPO on planning issues and has actual day-to-day working knowledge and responsibility for significant aspects of MPO’s planning program and process. The RC works regularly with planning issues and is MPO’s point-of-contact for planning activities. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring the planning activities. It is understood that RC may delegate or contract certain technical tasks associated with the planning activities so long as RC actively manages and represents MPO’s interests in the delegated technical tasks.

“UNIFIED PLANNING WORK PROGRAM (UPWP)” means a document of transportation planning activities performed within the metropolitan planning areas, or urbanized areas with populations of 50,000 or more. The UPWP describes planning activities to be completed, estimates the cost for the planning activities, and indicates the lead agency. Transportation activities to design and build transportation infrastructure are usually not included in the UPWP; however all federally funded studies should be included in the UPWP. This Agreement applies only to the part of MPO’s UPWP related to highway, road, street or other planning activities overseen by FHWA. This Agreement does not apply to transit planning activities of MPO’s UPWP overseen by the Federal Transit Administration. State and MPO will enter into a separate agreement for reimbursement of transit planning activities.

“STATE” means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between MPO and the United States.

SECTION 2. DURATION OF THIS AGREEMENT (specific to PL agreements)

- 2.1 ***Effective Date*** – This Agreement is binding on the date it is fully executed by the Parties.
- 2.2 ***Identifying Date*** – For convenience, this Agreement’s identifying date will be the date State signed the agreement.
- 2.3 ***Duration*** – The benefits and obligations of this Agreement, though binding when signed, are operative for activities beginning July 1, 2017, and ending June 30, 2018, and will conclude or become inactive upon the happening of either (1) the final completion of an audit review by State or its authorized representative and the resolution of all issues identified in the audit report, (2) the waiver of an audit review, or (3) termination of this Agreement.

SECTION 3. PURPOSE OF AGREEMENT AND RESPONSIBILITIES OF THE PARTIES

3.1 **WHEREAS**, MPO desires that MPO's attached UPWP be developed under the designation of Project No. PL-1 (55), and has authorized the City of Grand Island's Mayor to sign this Agreement, as evidenced by the Resolution, attached as **Exhibit "B"**, and incorporated herein by this reference.

3.3 **Purpose**

MPO wishes to be reimbursed with PL Funds for Eligible Planning Activities. MPO understands that FHWA will not provide funding directly to MPO; but will provide reimbursement by State with Federal funds for Eligible Planning Activities. State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this Agreement as a steward of federal funds and as a liaison between MPO and FHWA. The purpose of this Agreement is to set forth the understanding of MPO and State concerning their respective duties to enable the planning activities to be eligible for federal-aid funding. Under this Agreement, MPO shall continue to have all duties concerning any aspect of the planning processes. Nothing in this Agreement shall be construed to create any duty of State to MPO concerning such matters. In the event that State or FHWA find that the planning activities are ineligible for PL Funding, MPO will repay State all previously paid federal funds, as determined by State, and any costs or expenses State has incurred under this Agreement. MPO further agrees that MPO shall have no claim or right of action against State under this Agreement if FHWA determines that planning activities are not eligible in whole or in part, for Federal-aid funding. The following sections of this Agreement include the eligibility requirements and other conditions State believes in good faith that MPO must meet for MPO to be reimbursed with PL Funding. MPO acknowledges that many conditions must be met by MPO in order to receive Federal-aid reimbursement. MPO agrees to develop its UPWP in an effort to meet all federal eligibility requirements so the planning activities may be determined eligible for PL Funding.

3.4 **MPO RESPONSIBILITIES**

- 3.4.1 MPO shall meet all federal transportation planning requirements and shall select and manage necessary committees and staff, and consult, collaborate and coordinate with State to accomplish the Eligible Planning Activities.
- 3.4.2 MPO shall select qualified personnel as needed to complete the Eligible Planning Activities, and oversee any consultants selected to perform such activities. MPO shall submit to State a listing of all qualified personnel that may be selected or

assigned to the work contemplated therein prior to submitting the first invoice to State. Said listing shall indicate each person's job title or classification, qualifications, and salary range. MPO may make occasional temporary changes to qualified personnel. However, MPO shall submit an updated list to reflect permanent changes to qualified personnel.

- 3.4.3 MPO, when choosing to use a consultant to complete Eligible Planning Activities under this Agreement, shall follow all guidelines and requirements outlined in State's LPA Guidelines Manual for Federal Aid Projects ("LPA Guidelines Manual") in regard to the method of procurement, evaluation, selection, and contract types. The selected consultant must be certified to provide Transportation Planning Services by State. MPO shall be responsible to determine that the consultant is qualified to provide the expertise and experienced personnel to accomplish the required work product. Price cannot be a selection factor when hiring for professional engineering or architectural services. MPO shall follow any applicable requirements including, but not limited to, requirements defined in Chapter 4 of LPA Guidelines Manual.
- 3.4.4 MPO shall arrange for and conduct meetings and conferences to review working details and make presentations to the principals, participants and other interested groups and bodies as will best promote and effect cooperation, coordination and understanding in the UPWP.
- 3.4.5 MPO shall obtain written approval from State and FHWA when, after consultation with State, MPO determines that amendments to the UPWP are necessary. MPO shall obtain written concurrence from State when, after consultation with State, MPO determines that administrative modifications to the UPWP are necessary.
- 3.4.6 MPO shall only seek reimbursement for actual costs incurred for Eligible Planning Activities. The salaries and expenses of the Chair or members of GIAMPO's Board will not be reimbursed as an Eligible Planning Activity.
- 3.4.7 MPO shall submit accurate and complete invoices in accordance with SECTION 8. FINANCIAL RESPONSIBILITY of this Agreement, and shall provide additional documentation when requested by State. MPO shall be solely responsible for all costs not reimbursed under this Agreement.
- 3.4.8 MPO shall keep signed time records detailing time spent on Eligible Planning Activities, including the date and hours worked. When requested by State, MPO shall submit time records to State.

- 3.4.9 MPO agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid planning activities. MPO understands that failure to meet any eligibility requirements for PL Funding may result in the loss of all PL Funds. In the event that the acts or omissions of the RC, MPO or its agents or representatives result in a finding that planning activities are ineligible for PL Funds, MPO will repay State all previously paid PL Funds, as determined by State, including but not limited to, any costs reimbursed for the time and expenses of the RC.

3.5 STATE RESPONSIBILITIES

- 3.5.1 Complete the duties assigned to State in this Agreement.
- 3.5.2 Determine and notify MPO of the estimate of PL Funding availability, including carry-over and annual allocation target.
- 3.5.3 Provide technical assistance to MPO regarding PL Funding eligibility issues, when requested by MPO.
- 3.5.4 Verify all invoices submitted by MPO are complete, accurate, and represent actual costs for Eligible Planning Activities.
- 3.5.5 Pay MPO the federal share of the actual costs of Eligible Planning Activities as reflected on an approved invoice.
- 3.5.6 Bill and collect from MPO any previously paid funds determined to be ineligible by FHWA.

3.6 PARTIES RESPONSIBILITY

- 3.6.1 Parties agree to cooperatively review and adjust, when necessary, the scope, schedules, funding, priorities, or staffing of MPO's work to make sure the UPWP needs and goals are accomplished by MPO in accordance with the federal requirements for use of PL Funds.
- 3.6.2 Parties will supplement this Agreement to reflect any changes necessary to accomplish 3.6.1, with advance approval of the Federal Highway Administration.

SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

- 4.1 MPO hereby designates Allan Zafft as the RC for the Eligible Planning Activities.
- 4.2 Duties and Assurances of MPO concerning its designated RC for the Eligible Planning Activities.
- 4.2.1 MPO understands the duties and responsibilities of MPO and RC as outlined in the LPA Guidelines Manual.

- 4.2.2 MPO has authorized and fully empowered the RC to be responsible for day-to-day Eligible Planning Activities; this requirement does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the Eligible Planning Activities including identifying issues, investigating options, working directly with stakeholders, and decision making.
- 4.2.3 The RC is a full-time public employee or elected official of MPO, or a full-time employee of another entity as defined in "Public Employee" above.
- 4.2.4 MPO agrees to take all necessary actions and make its best good faith efforts to ensure the RC's work meets the same standards that State must meet under federal law.
- 4.2.5 If, for whatever reason, the designated RC is no longer assigned to the Eligible Planning Activities, MPO shall, within one day or sooner if possible, notify verbally and in writing State's Highway Planning Manager; after such notification MPO shall replace the RC no later than thirty (30) calendar days or sooner if possible. With advance written approval by State, MPO may use a Provisional RC in accordance with State's Provisional RC Policy.

SECTION 5. FEDERAL AID PROJECT REQUIREMENTS

- 5.1 MPO agrees to comply with all Federal-aid procedures and requirements applicable to this Agreement, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual.
- 5.2 **The Applicable Legal and Contract Requirements.**
 - 5.2.1 **Title 23 U.S.C., and 23 CFR,** – The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.

5.2.2 LPA Guidelines Manual - MPO also agrees to comply with applicable provisions of the LPA Guidelines Manual for Federal Aid Projects, which is incorporated herein by this reference. The LPA Guidelines Manual is a document drafted in part, and formally approved, by FHWA as a document setting out requirements for LPA's or MPO's Eligible Planning Activities funded with PL Funds. A current version of the LPA Guidelines Manual can be found in its entirety at the following internet address: <http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html>. In the event MPO believes that the LPA Guidelines Manual doesn't clearly address a particular aspect of the planning activities work, MPO shall seek guidance or clarification from State's Local Project Section Engineer or State's Highway Planning Manager, and shall make its best effort to comply with such guidelines or clarification.

- 5.3 **Loss of Funding.** In order for MPO to receive federal funds for any part of the Eligible Planning Activities under this Agreement, MPO shall perform the services for all aspects of the Eligible Planning Activities, according to federal procedures and requirements. Although federal funds may be allocated to the Eligible Planning Activities, all or certain such activities may become ineligible for federal funds, if federal procedures and requirements are not met.

SECTION 6. SUSPENSION OR TERMINATION

State may suspend or terminate this Agreement in the event federal funds are not available, for any reason, to make reimbursements under this Agreement.

SECTION 7. FEDERAL AUDIT REQUIREMENT

- 7.1 The funding for the Eligible Planning Activities under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 7.2 MPO shall comply with the Single Audit mandate as described in Section 7.1. Any federal funds for MPO Eligible Planning Activities paid directly to contractors or consultants by State, on behalf of MPO, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by MPO (as per FHWA's February 16, 2012, letter and State's February 24, 2012, letter). If a Part 200

audit is necessary, the expenditures related to the federal funds expended for the Eligible Planning Activities should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).

- 7.3 If necessary, the Federal award information needed for the SEFA includes:

Federal Grantor: U.S. Department of Transportation – Federal Highway Administration

Pass-Through Grantor: Nebraska Department of Roads

Program Title: Highway Planning and Construction (Federal-Aid Highway Program)

CFDA Number: 20.205

Project Number: PL-1 (55)

- 7.4 If a Part 200 Audit is submitted by MPO, MPO shall notify the Nebraska Department of Roads, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

SECTION 8. FINANCIAL RESPONSIBILITY

8.1 TOTAL COSTS AND FUNDING COMMITMENTS

The total cost of the Eligible Planning Activities is \$179,129, as set out in the table below. The federal share \$143,303, is the sum of the carryover PL Funds from the last Fiscal Year \$29,986, and PL Funds from the upcoming Fiscal Year \$113,316. The amount of new and carryover PL Funds are estimated based on information available at the time of the agreement and are subject to change. The availability of the PL Funds is based on the continuation of existing funding levels. MPO has earmarked and has placed in its fiscal budget at least the amount of the local match. MPO's share may include both in kind services and a local match. The in-kind services for these Eligible Planning Activities are estimated to be \$0.

ESTIMATED FUNDING				
	Federal	Local Match	Non-MPO local Match	Total
Recipient (Agreement)				
GIAMPO VL1602, carryover	\$ 29,986	\$7,497	0	\$37,483
GIAMPO PL1702	\$113,316	\$28,329	0	\$141,645
Subcontractors (if applicable)				
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Totals	\$143,303	\$35,826	\$	\$179,129

This Agreement may be supplemented if additional funding becomes available.

8.2 MPO'S FINANCIAL RESPONSIBILITY

MPO understands that payment for the costs of the Eligible Planning Activities, are the sole responsibility of MPO when Federal participation is not allowable or available or if the planning activities are subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government refuses to participate in the costs of the planning activities, MPO is responsible for all costs with no reimbursement under this Agreement.

8.3 REIMBURSEMENT OF COSTS INCURRED BY MPO

8.3.1 MPO incurred costs of Eligible Planning Activities may be reimburse with federal funds if:

- MPO submits an UPWP budget and FHWA approves such budget
- State has obtained federal funds obligation
- Eligible Planning Activities performed prior to July 1, 2017, and after June 30, 2018, are ineligible for Federal-aid reimbursement
- MPO obtains the approval of State and of FHWA prior to the purchase of any specialized equipment over \$5,000. Specialized equipment is equipment not ordinarily used or required in the regular administrative or planning operations of MPO. Such equipment must be required for and used primarily for Eligible Planning Activities. The cost of this specialized equipment must be reasonable as determined by State or FHWA

- e. MPO agrees to certify that items of equipment included in direct costs have been excluded from the indirect costs
 - f. MPO submits invoices no more frequently than monthly and no less often than quarterly and in accordance with this Agreement. MPO is responsible for submitting for reimbursement the total actual costs expended that are eligible for Federal-aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse MPO for the Federal share of the eligible actual costs. MPO shall retain detailed cost records supporting all invoices for three (3) years after final cost settlement by FHWA and project closeout by the State. MPO shall submit those records to State upon request.
 - g. All Invoices are submitted on or before August 29, 2018.
- 8.3.2 MPO is required to submit their reimbursement requests electronically through State's invoice workflow system OnBase for review, approval, and payment. OnBase information, user guide, and instructional videos are available at <http://www.transportation.nebraska.gov/mat-n-tests/onbase/obinfo.html>. Reimbursement requests should be submitted to State's Highway Planning Manager. The reimbursement request must include the following:
- 1. Invoice – the invoice must include the following:
 - a. MPO name and address
 - b. Invoice number
 - c. Invoice date
 - d. Services provided to and from dates
 - e. Contact person for questions about the invoice
 - f. Breakdown of MPO's expenses
 - i. Direct Labor Costs (hours worked multiplied by the actual labor rate)
 - ii. Labor Fringe Benefits and/or if appropriate Indirect (Overhead) Costs
 - iv. Direct Non-Labor Costs
 - g. Federal balance due to MPO for the current period
 - h. Federal and Local share breakdown of the expenses
 - 2. NDOR Cost Breakdown Form (DR Form 162C or 162D); properly prepared, signed and dated. The form can be found on State's webpage at <http://www.transportation.nebraska.gov/rfp>.

3. Progress Report – must include the following in accordance with 23 CFR 420.117:
 - a. Comparison of actual performance with established goals
 - b. Progress in meeting schedules
 - c. Comparison of budgeted (approved) amounts and actual costs incurred.
Cost overruns and underruns
 - e. Approved planning program revisions, and
 - f. Other pertinent supporting data
 4. Breakdown of subcontractors/subconsultant expenses and Proof of Payment
(e.g. canceled checks or funds transfer)
- 8.3.3 It is understood that when utilizing PL Funds for travel expenses related to Eligible Planning Activities outside MPO area, MPO will submit detailed travel information to State either prior to the travel, or submitted with the PL billing statement. The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:
<http://www.gsa.gov/portal/category/100120>
- 8.3.4 State will perform an initial check to verify that all necessary documentation is accurate and complete. State will reimburse MPO for the Federal share of the actual costs of Eligible Planning Activities and will make a reasonable effort to pay MPO within thirty (30) days of State's receipt of MPO's reimbursement request.
- 8.3.5 The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by MPO are allowable under this agreement, including any subcontractor/subconsultant agreements.
- 8.3.6 Oversight costs include: direct costs, such as compensation of MPO employees for their time devoted and related directly to the performance of the Eligible Planning Activities for which the federal-aid was approved; cost of materials consumed for the Eligible Planning Activities; and indirect costs, with an approved Indirect Cost Allocation Plan as outlined in the LPA Guidelines Manual.

8.4 AUDIT AND FINAL COST SETTLEMENT

- 8.4.1 The final settlement between State and MPO will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs.
- 8.4.2 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred for Eligible Planning Activities are eligible for reimbursement with federal funds. The Parties understand that the audit may require an adjustment of the reimbursement made under this Agreement. MPO agrees to reimburse State for any overpayments identified in the audit review, and State agrees to reimburse MPO for underpayments when appropriate.
- 8.4.3 If MPO's calculated share is more than the amount of local funds previously paid to State, State will bill MPO for the difference. MPO agrees to pay the amount due State within thirty (30) days of receipt of invoice.
- 8.4.4 If MPO's calculated share is less than the amount of local funds previously paid to State, State will reimburse MPO for the difference and will make a reasonable effort to pay MPO within thirty (30) days of the completion of the audit.

SECTION 9. PROCUREMENT OF ENGINEERING AND DESIGN RELATED SERVICES

MPO shall procure engineering design related services (as defined in 23 CFR 172.3) using the Qualifications Based Selection process set out in the LPA Guidelines Manual.

SECTION 10. PROFESSIONAL PERFORMANCE

It is understood by the Parties that MPO is solely responsible for all work product generated as part of the Eligible Planning Activities completed under this Agreement. Any review or examination by State, or acceptance or use of the work product of MPO or its consultant will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of MPO and its consultant which would relieve MPO from any expense or liability that would be connected with MPO's sole responsibility for the propriety and integrity of the work product to be accomplished by MPO or its consultant.

SECTION 11. INDEMNITY

MPO agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees that State or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of MPO's work and the terms of this Agreement.

SECTION 12. CONFLICT OF INTEREST LAWS

12.1 MPO shall review the Conflict of Interest provisions of 23 CFR 1.33, 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the Conflict of Interest provisions (including applicable State and local provisions) in order for the Eligible Planning Activities to remain fully eligible for State or Federal funding. MPO should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on State's website at the following location:

<http://www.transportation.nebraska.gov/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>

12.2 MPO must also complete, sign and submit to State's Highway Planning Manager, the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**. This form is located on State's website at the following location:

<http://www.transportation.nebraska.gov/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-lpa.pdf>

12.3 Consultants, subconsultants, agents, or representatives providing services for MPO's, or submitting proposals for services, shall submit to MPO and State's Highway Planning Manager a Conflict of Interest Disclosure Form for Consultants. Consultants, subconsultants, agents, or representative shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with such entity or individual(s) having a real or potential conflict of interest on MPO federal-aid transportation planning activities.

SECTION 13. DRUG FREE WORKPLACE

MPO shall have an acceptable and current drug-free workplace policy on file with State.

SECTION 14. RECORDS RESPONSIBILITY

- 14.1 MPO shall maintain all correspondence, files, books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office. These records shall be available at all reasonable times during the contract period and for at least three years from the date of final cost settlement by FHWA and project closeout by the State. Such records must be available for inspection by State and the FHWA, Federal Transit Administration, or any authorized representatives of the Federal government, and MPO shall furnish copies to those mentioned in this section when requested to do so.
- 14.2 Papers, interim reports, forms or other materials which are a part of the work under contract will not be copyrighted without written approval of State and Federal Highway Administration.
- 14.3 Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- 14.4 Publication by either party shall give credit to the other party and to the Federal Highway Administration. However, if State or Federal Highway Administration does not wish to subscribe to the findings or conclusions of the Study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of State or Federal Highway Administration."
- 14.5 In the event of failure of agreement between State and MPO relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.
- 14.6 Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- 14.7 Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.

- 14.8 When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, a statement must be included in the paper and in the presentation of the effect that the paper had not been reviewed by the appropriate other party.

SECTION 15. FAIR EMPLOYMENT PRACTICES

If MPO performs any Eligible Planning Activities itself, MPO shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. § 48-1101 to 48-1126, 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 the SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means "MPO".

SECTION 16. DISABILITIES ACT

MPO agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

SECTION 17. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS PROVISIONS

MPO agrees to comply with the requirements of Neb.Rev.Stat. § 4-108 to 4-114 with the Eligible Planning Activities, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

SECTION 18. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

18.1 Policy

MPO shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement.

18.2 Disadvantaged Business Enterprises (DBEs) Obligation

MPO and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, MPO shall take all necessary and reasonable

steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, MPO, for itself, its assignees and successors in interest agrees as follows:

19.1 Compliance with Regulations:

MPO shall 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.

19.2 Nondiscrimination:

MPO, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. MPO shall 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.

19.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by MPO for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by MPO of MPO's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

19.4 Information and Reports:

MPO shall provide all information and reports required by the federal 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 State or FHWA to be pertinent to ascertain compliance with such federal 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, MPO shall so certify to State, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

19.5 Sanctions for Noncompliance:

In the event of MPO's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or FHWA may determine to be appropriate, including but not limited to,

- (a) Withholding of payments to MPO under this Agreement until MPO complies, and/or
- (b) Cancellation, termination or suspension of this Agreement, in whole or in part.

19.6 Incorporation of Provisions:

MPO shall include the provisions of sections 19.1 through 19.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. MPO shall take such action with respect to any subcontract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for 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, MPO may request State to enter into such litigation to protect the interests of State, and in addition, MPO may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 20. ENTIRE AGREEMENT

This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

SECTION 21. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

21.1 The undersigned certifies, to the best of his or her knowledge and belief, that:

21.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

21.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

21.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, subgrants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 22. PAPERWORK REDUCTION ACT PUBLIC BURDEN STATEMENT

A Federal agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a current valid OMB control number. The OMB Control No. for this information collection is 2105-0555. The information requested on this form is being collected and disseminated by the U.S. Department of Transportation, Office of the Secretary as a courtesy to the public. Public burden reporting for this collection of information is

estimated to be 15 minutes per response, including time for reviewing instructions, and completing and reviewing the collection of information. All responses to this collection are mandatory. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to: Information Collection Clearance Office, US Department of Transportation, Office so Small and Disadvantaged Business Utilization, Financial Assistance Division, 1200 New Jersey Ave., S.E., 5th Floor, W56-448, Washington, DC 20590.

SECTION 23. PRIVACY ACT STATEMENT

The Privacy Act requires that we provide you with the following information regarding our use of your Personally Identifiable Information. The information on this form is solicited under the authority of Title 49 U.S.C. 332(b)(3)(4)(5) which authorizes DOT OSDBU to assist Disadvantage Business Enterprises and Small and Disadvantaged Businesses in acquiring access to working capital and to debt financing, in order to obtain transportation related contracts funded by DOT. STLP loans are provided through lenders that serve as STLP Participating Lenders (PL). The PLs enter into a Cooperative Agreement with DOT's OSDBU. The STLP is subject to budgeting and accounting requirements of the Federal Credit Reform Act of 1990 (FCRA). The PL must carry out processes to activate, monitor, service and close out STLP loans. To fulfill the requirements of FCRA, the PL submits reports and the forms to OSDBU. Provisions of the requested information are voluntary; however it is a requirement of the Cooperative Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by the MPO this ____ day of _____, 2017.

WITNESS:

City of Grand Island MPO

RaNae Edwards

Jeremy Jensen

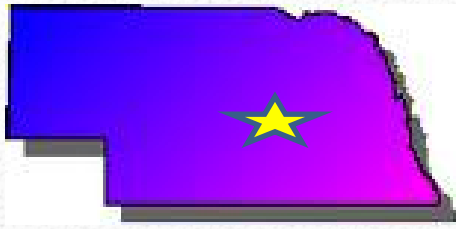
Grand Island City Clerk

Mayor of Grand Island

EXECUTED by the State this ____ day of _____, 2017.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Ryan Huff, P.E.

Intermodal Planning Engineer



Grand Island Area Metropolitan Planning Organization (GIAMPO)

FY 2018 Unified Planning Work Program

The preparation of this document has been financed in part through funds from the Federal Highway Administration, Federal Transit Administration, the U.S. Department of Transportation, under the Metropolitan Planning Program, Section 104(f) of Title 23 U.S. Code, and Nebraska Department of Roads. The contents of this document do not necessary reflect the official views or policy of the U.S. Department of Transportation.

APPROVED ON MAY 23, 2017 BY THE GIAMPO POLICY BOARD (RESOLUTION 2017-6)

**Grand Island Area Metropolitan Planning Organization (GIAMPO)
Unified Planning Work Program for Fiscal Year 2018**

Policy Board Members

Chair – Jeremy L. Jensen

Vice-Chair – Chuck Haase

MPO Director/Secretary – John Collins

Mayor: Jeremy L. Jensen

Grand Island Council Members: Vaughn Minton, Mike Paulick, Julie Hehnke, Chuck Haase

County Board Members: Doug Lanfear, Gary Quandt

Planning Commission Chair: Pat O'Neill

Nebraska Department of Roads Director: Kyle Schneweis

Ex-Officio (non-voting) Members include:

FHWA Nebraska Division Administrator: Joseph Werning

FTA Region VII Administrator: Mokhtee Ahmad

Approved Ex-Officio (non-voting) Other Members:

City of Grand Island: Marlan Ferguson, John Collins, Terry Brown, Chad Nabity

Nebraska Department of Transportation: Noel Salac, Wes Wahlgren

Federal Transit Administration: Mark Bechtel

Federal Highway Administration: Justin Luther

Technical Committee Members

Chair – Chad Nabity

Vice Chair – Terry Brown

MPO Director/Secretary – John Collins

Grand Island Public Works Director: John Collins

Grand Island City Administrator: Marlan Ferguson

Grand Island Manager of Engineering Services: Terry Brown

Hall County Regional Planning Director: Chad Nabity

Hall County Public Works Director: Casey Sherlock

Two representatives from NDOR; one designated by the Planning and Development Engineer and the District

Four Engineer: Noel Salac, Wes Wahlgren

Merrick County Public Works Director or Highway Superintendent: Mike Meyer

One representative from the Village of Alda: Ramona Schafer

Ex-Officio (non-voting) Members:

FHWA Nebraska Division Transportation Planner or designee: Justin Luther

FTA Region VII Transportation Planner or designee: Mark Bechtel, Logan Daniels, Daniel Nguyen

NDOR Local Projects Division Urban Engineer: Larry Legg

Grand Island Finance Director: Renae Griffiths

One representative from the Union Pacific Railroad and one representative from the Burlington Northern Santa Fe Railroad may be appointed to the committee by their respective companies; other rail system operators may be added by the policy board as needed: Kyle Nodgaard, Kelli O'Brien

One representative from the Grand Island Area Chamber of Commerce: Cindy Johnson

One representative from the Grand Island Area Economic Development Corporation: Mary Berlie

The Board of the Central Nebraska Regional Airport may appoint one representative: Mike Olson

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General Acronyms

ADA	Americans with Disabilities Act
AICP	American Institute of Certified Planners
AMPO	Association of Metropolitan Planning Organizations
APA	American Planning Association
CFR	Code of Federal Regulations
DOT	Department of Transportation
FAST Act	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY	Fiscal Year
GIAMPO	Grand Island Area Metropolitan Planning Organization
GIS	Geographical Information System
HPMS	Highway Performance Management System
LEP	Limited English Proficiency
L RTP	Long Range Transportation Plan
MAP-21	Moving Ahead for Progress in the 21 st Century Act
MPA	Metropolitan Planning Area
MPO	Metropolitan Planning Organization
NDOR	Nebraska Department of Roads
ONE DOT	Federal Highway Administration and Federal Transit Administration
PEA	Planning Emphasis Areas
PPP	Public Participation Plan
TAC	Technical Advisory Committee

TIP	Transportation Improvement Program
TrAMS	Transit Award Management System
UPWP	Unified Planning Work Program
3-C	Continuing, Cooperative, and Comprehensive

Introduction

What is the UPWP?

The purpose of the Unified Planning Work Program (UPWP) is to provide the citizens of the Grand Island Area Metropolitan Planning Organization (GIAMPO) and all partnering governing bodies with an outline of the Metropolitan Planning Organization's (MPO) planned work activities for fiscal year 2018 (July 1, 2017 to June 30, 2018). The UPWP is a budget document prepared annually, and it may be amended by the GIAMPO Policy Board as priorities and activities change.

The UPWP provides guidance and serves as a management mechanism for scheduling, budgeting, and evaluating the planning activities of GIAMPO. The UPWP defines the major administrative and technical work elements for a specific planning year and identifies the major sources of funding for these projects. The primary purpose of the UPWP is to ensure adherence to/compliance with provisions of 23 CFR 450. The UPWP guides GIAMPO in completing the work elements that lead to the development and implementation of the Long Range Transportation Plan (LRTP) and Transportation Improvement Program (TIP).

The work elements defined in the UPWP are reviewed and approved by GIAMPO, ONE DOT (Federal Highway Administration and Federal Transit Administration), and the Nebraska Department of Roads (NDOR) who in turn have designated the City of Grand Island as the contracting agent responsible for administering and performing these elements approved within the program.

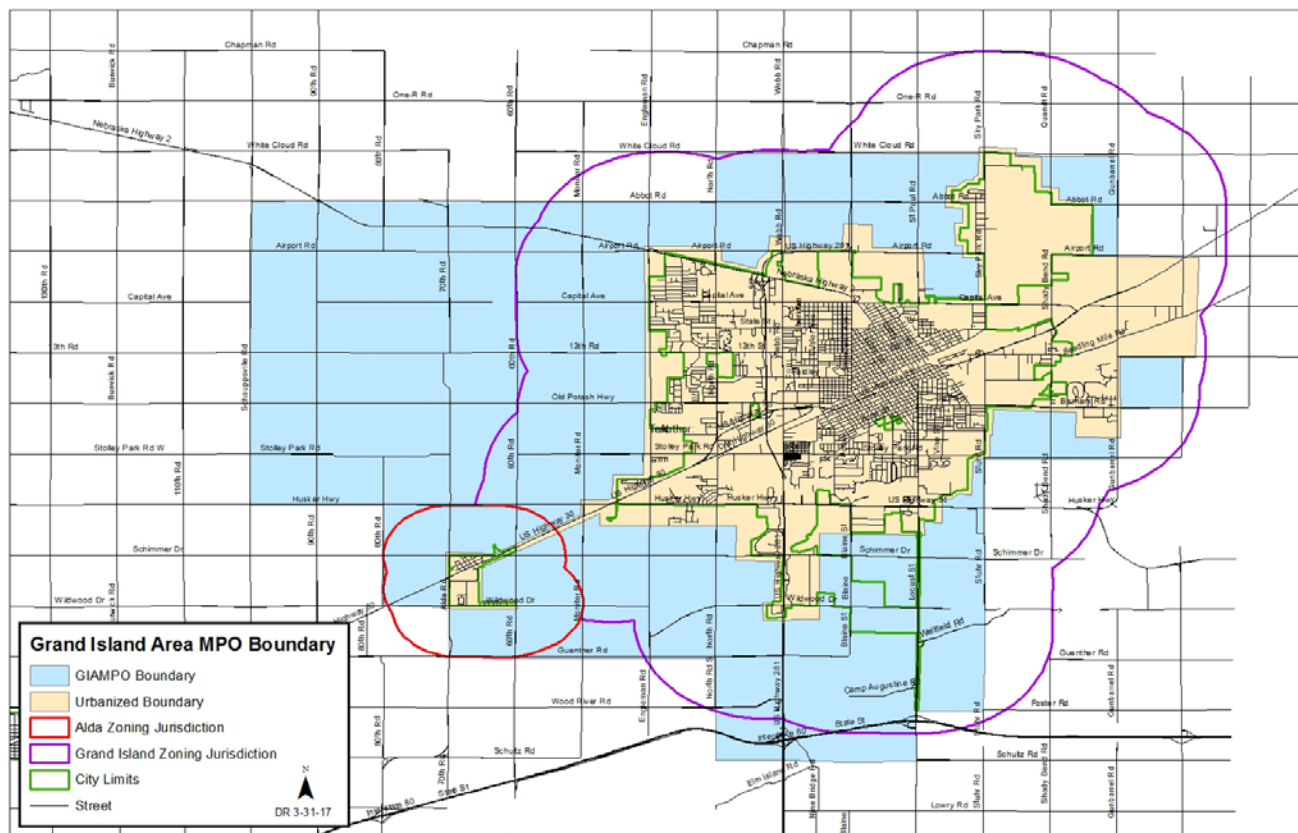
What is GIAMPO?

The Grand Island Area Metropolitan Planning Organization (GIAMPO) is the federally required Metropolitan Planning Organization (MPO) to carry out the Continuing, Cooperative, and Comprehensive (3-C) transportation planning process for the Grand Island metropolitan region. Responsibilities of GIAMPO include, but are not limited to:

- Providing the forum for local decision-making on transportation issues of a regional nature.
- Encouraging and seeking public involvement throughout the planning and development of the area's transportation plans and programs.
- Facilitating the development of all planning elements for the Metropolitan Planning Area
- Submitting transportation planning documents to the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and NDOR.

GIAMPO is responsible for transportation planning activities within a geographic area identified as the Metropolitan Planning Area (MPA). GIAMPO's MPA is comprised of the City of Grand Island, Village of Alda, portions of Hall County, and a portion of west Merrick County. The MPA is shown in **Figure 1**.

Figure 1 – GIAMPO Metropolitan Planning Area (MPA)



GIAMPO's structure is formed by two designed committees – Policy Board and Technical Advisory Committee (TAC). GIAMPO staff provides support to these committees.

Policy Board

The Policy Board is the governing body of GIAMPO. It is comprised of mostly elected officials that establish the overall policy direction for GIAMPO's planning activities. The Policy Board has the final responsibility of these activities, and it approves the MPO work products such as the UPWP, LRTP, and TIP.

Technical Advisory Committee

The Technical Advisory Committee (TAC) is a staff-level committee, which advises the Policy Board on technical matters related to MPO work products, transportation policies, and other technical studies and plans considered by GIAMPO. The TAC can establish subcommittees to provide technical and recommendations to them on transportation-related projects or issues. In 2016, a Bicycle and Pedestrian Advisory subcommittee was established for the GIAMPO Bicycle and Pedestrian Master Plan.

Staff

The GIAMPO staff will be available to aid local officials and concerned citizens in implementing transportation and various community improvement programs in an overall effort to enhance the area. Staff members encourage and assist local leaders in several programs, with strong emphasis on the benefits of regional cooperation and coordination. Currently, the GIAMPO staff involved with transportation planning consists of a MPO Program Manager supported by the Director of Public Works/City Engineer and the Public Works staff in conjunction with the Director of the Hall County Regional Planning Department, and various administrative staff.

MPO FY 2018 Staff Time Estimates

Staff (equivalent staff time) Estimated	Staff Months	Est. Hours
Professional Staff (MPO Program Manager) - Direct	11.0	1,904
Administrative Staff (Administrative Assistance) - Direct	0.1	25

Federal Requirements for Transportation Planning

The *Fixing America's Surface Transportation Act* or "FAST Act", became law on December 4, 2015, and continues the Metropolitan Planning program. This program continues the federal requirement of the metropolitan transportation planning process to be continuous, cooperative, and comprehensive. The FAST Act includes ten (10) factors required for consideration in the planning process. The UPWP includes work activities to be accomplished over fiscal year 2018 which will address these factors. The ten (10) factors are the following:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility options available to people and for freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
10. Enhance travel and tourism.

Planning Emphasis Areas

The FHWA and FTA have jointly issued Planning Emphasis Areas (PEAs) for federal fiscal year 2016 that are planning areas the MPOs and State Departments of Transportation (DOTs) are to address as they develop their planning work programs. Listed here are the three strategic objectives for surface transportation that highlight current transportation planning regulations.

Transition to Performance Based Planning and Programming – This is the implementation of a performance management approach to transportation planning and programming.

Promote Cooperation and Coordination across Transit Agency, MPO, and State Jurisdictions – This is to be a coordinated approach with State DOTs, MPOs, and providers of public planning to improve the effectiveness of transportation decision-making that better supports common goals.

Access to Essential Services (Ladders of Opportunity) – The transportation planning process is used to develop and implement analytical methods that identify gaps in the connectivity of the transportation system and develop infrastructure and operational solutions that provide adequate access to essential services.

FY 2017 GIAMPO Accomplishments

The items listed below are the major activities completed during the previous fiscal year:

- Approved amendments to the Long Range Transportation Plan, FY 2016-2020 Transportation Improvement Program, FY 2017 UPWP, and Public Participation Plan
- Adopted the FY 2018-2022 Transportation Improvement Program for the GIAMPO Metropolitan Planning Area
- Adopted the GIAMPO Americans with Disabilities Act (ADA) Self-Evaluation Plan
- Acquired approval on the FTA 5307 grant application for transit operations in the Grand Island Urbanized Area for the period between July 1, 2016 to June 30, 2017
- Began the Regional Transit Needs Assessment and Feasibility Study
- Started the GIAMPO Bicycle and Pedestrian Master Plan

MPO FY 2018 Work Elements

The following pages detail the work elements that GIAMPO will undertake in FY 2018. These elements are divided into Unified Planning Work Program, Transportation Improvement Program, Public Participation Plan, Short Range Planning Activities, Long Range Transportation Plan, Transit Planning, and Administration/System Management.

Element A - Unified Planning Work Program (UPWP)

Purpose: Develop and maintain the annual UPWP and budget

Previous Work:

- Approved FY 2017 UPWP, including Amendment No. 1 and one Administrative Modification

Activities:

- Evaluate the status of work elements in the FY 2018 UPWP
- Maintain the FY 2018 UPWP and budget through Amendments and Administrative Modifications, as necessary
- Maintain the annual FHWA PL and Section 5305 grant contracts and any subsequent amendments
- Coordinate with planning partners regarding UPWP activities
- Prepare a "DRAFT" FY 2019 UPWP and submit it to NDOR by April 16, 2018
- Finalize and adopt the FY 2019 UPWP and budget by July 1, 2018

End Products:

- Amendments and Administration Modifications to the FY 2018 UPWP as needed
- Annual "DRAFT" FY 2019 UPWP
- Annual "FINAL" FY 2019 UPWP

<u>Budget - 150 MPO Program Manager Hours</u>	<u>Costs</u>	<u>Schedule</u>
FY 2018 UPWP and Budget Amendments/Admin Modifications	\$ 1,758.30	Ongoing
"DRAFT" FY 2019 UPWP	\$ 6,154.05	3 rd /4 th Quarters
"FINAL" FY 2019 UPWP	\$ 879.15	4 th Quarter
Other Direct	<u>\$ 500.00</u>	
Total Budget	\$ 9,291.50	

Element B - Transportation Improvement Program (TIP)

Purpose:

Develop, maintain, and monitor a five-year program of transportation projects and the financial plan that demonstrates the program can reasonably be implemented. GIAMPO will monitor the program, and will also continue the effort to gain public input on significant projects, and will provide mechanisms to inform the public of the funding availability for federal, state, and local projects.

Previous Work:

- Adopted the FY 2016-2020 TIP, including Amendment No. 1, Amendment No. 2, and one Administration Modification

Activities:

- Meet with stakeholders, decision-makers, and citizens concerning the TIP process and the TIP Program, when needed. This includes the development and presentations of Grand Island's one and six year road plans.
- Staff involvement on project related activities ensuring issues are properly identified and adequately addressed for timely implementation.
- Evaluate the status of projects in the FY 2018-2022 TIP
- Maintain the FY 2018-2022 TIP through Amendments and Administrative Modifications, as necessary
- Prepare the FY 2019-2023 TIP, which includes the self-certification of the MPO Planning Process
- Annual posting of federally funded projects for the previous fiscal year, including the status of every project in the first year of the previous TIP

End Products:

- Amendments and Administrative Modifications to the FY 2018-2022 TIP as needed
- Final "Draft" FY 2019-2023 TIP adopted by May 23, 2018
- Final "Draft" FY 2019-2023 TIP submitted to NDOR by June 15, 2017
- Annual Posting of projects and status of year 1 of the previous TIP on GIAMPO's website

<u>Budget - 170 MPO Program Manager Hours</u>	<u>Costs</u>	<u>Schedule</u>
FY 2018-2022 TIP Amendments/Admin Modifications	\$ 1,494.56	Ongoing
Grand Island's 1 and 6 Year Road Plan	\$ 996.37	2 nd Quarter
TIP Policy/Selection Process	\$ 996.37	3 rd /4 th Quarters
Approved FY 2019-2023 TIP	\$ 4,981.85	4 th Quarter
Federal/State Funds Expended Prior Year Publication	\$ 1,494.55	3 rd Quarter
Other Direct	<u>\$ 500.00</u>	
Total Budget	\$ 10,463.70	

Element C – Public Participation Plan (PPP)

Purpose:

Conduct public involvement activities in accordance with the Public Participation Plan (PPP) to effectively and continuously engage public input for the transportation planning process.

Previous Work:

- Continued making updates and enhancements to the GIAMPO website
- Published notices for meetings and public comment periods of MPO work products
- Conducted public comment periods for MPO work products

- Approved PPP No. 1
- Adopted the ADA Self-Evaluation and Transition Plan
- Adopted the Title VI Implementation Plan

Activities:

- Continuing education about the MPO and the purpose of the MPO. This will be done with media interviews, G1TV, and public speaking engagements with civic groups, as requested.
- The GIAMPO website will be maintained for meeting notices and information regarding transportation planning activities that affect the region.
- Maintenance and updating of social media sites such as Facebook and Twitter to inform interested parties on transportation planning activities
- Amend and revise the PPP as needed
- Maintain the Title VI Implementation Plan
- Attend public information meetings for transportation improvement projects and/or studies (as needed)
- Conduct public comment periods for MPO work products
- Publish notices for meetings and public comment periods of MPO work products
- Initiate the development of the Limited English Proficiency (LEP) Plan

End Product

- Continue to update GIAMPO website
- Continue to update social media sites
- Amendments to the PPP as needed
- LEP Plan

Budget - 200 MPO Program Manager Hours	Costs	Schedule
Title VI Mitigation/Assessment	\$ 4,102.70	Ongoing
PPP Review	\$ 2,344.40	Ongoing
Website Development/Maintenance	\$ 2,930.50	Ongoing
MPO Education	\$ 2,344.40	Ongoing
Other Direct	<u>\$ 2,500.00</u>	
Total Budget	\$ 14,222.00	

Element D – Short Range Planning

Purpose:

Carry out ongoing short range planning activities like mapping, data collection and maintenance, highway functional classification, and performance measures.

Previous Work:

- Updated Highway Functional Classification System
- Data interpretation
- Compiled data for GIAMPO planning area
- Attended the MAP-21 Transportation Performance Management Overview
- Attended the FHWA's Safety Target Setting Coordination Training Workshop
- Prepared maps for FY 2018 UPWP and FY 2018-2022 TIP

Activities:

- Coordinate with NDOR and other agencies in obtaining data for the GIAMPO planning area
- Review and update the Highway Function Classification System in coordination with NDOR as needed
- Assist NDOR in Highway Performance Management System (HPMS) data collection (i.e. traffic data collection)
- Provide technical assistance to local and state jurisdictions for their transportation projects as needed
- Perform the following activities relating to performance measures:
 - Develop performance measures and targets in coordination with FHWA, FTA, and NDOR
 - Conduct data collection and analysis related to transportation performance measures
- Work with City of Grand Island's GIS Coordinator to develop and/or update datasets for the City's Geographical Information System (GIS) including roads, sidewalks, bicycle routes, trails, traffic counts, crashes, etc.
- Work with City of Grand Island's GIS Coordinator to prepare maps for analysis, presentation, and work products

End Products

- Updated Highway Function Classification System
- Purchase of traffic counting equipment and supplies

Budget - 120 MPO Program Manager Hours	Costs	Schedule
Performance Measures	\$ 2,109.96	Ongoing
Data Collection	\$ 1,758.30	Ongoing
GIS Database	\$ 1,758.30	Ongoing
Mapping	\$ 1,406.64	Ongoing
Other Direct	\$ 500.00	
Total Budget	\$ 7,533.20	

Element E– Long Range Transportation Plan (LRTP)**Purpose:**

Implement and maintain the LRTP with regards to the intent and requirements of the FAST Act and guidance by the FHWA, FTA, and NDOR. This work element will support transportation activities recommended by the LRTP that lead to the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods.

Previous Work:

- Reviewed TIP projects to ensure that TIP was consistent with the LRTP
- Approved LRTP Amendment No. 1
- Migrated the regional travel demand model to the MPO
- Completed the following activities for the Bicycle and Pedestrian Master Plan – developed and solicited a Request for Proposal, selected a consultant, and started the project

Activities:

- Through the development of the LRTP, the need was identified to conduct a bicycle and pedestrian study for the Grand Island urbanized area. During FY 2018, GIAMPO will complete a Bicycle and Pedestrian Master Plan, which includes working with the GIAMPO Bicycle and Pedestrian Advisory Committee.

- Coordinate with NDOR's Goods and Freight Movement Planning activities such as serving on the State Freight Advisory Committee. This activity supports the GIAMPO LRTP goal to improve vehicle mobility and connectivity, which supports economic vitality of the Grand Island area.
- Maintain and refine the regional travel demand model as new data is available
- Amend and/or revise the LRTP as necessary
- Coordinate FAST Act performance measures with FHWA, FTA, and NDOR and continue working on the performance monitoring and reporting required by the FAST Act for inclusion with the next LRTP Update.

End Products:

- LRTP Amendments and/or Revisions
- Bicycle and Pedestrian Master Plan
- Travel Demand Model Maintenance

Budget - 324 MPO Program Manager Hours	Costs	Schedule
Master Bike/Ped Plan – Support Consultant	\$ 5,696.89	1 st /2 nd Quarters
Master Bike/Ped Plan – Professional Services	\$ 80,000.00	1 st /2 nd Quarters
NDOR Freight Planning	\$ 3,797.93	1 st /2 nd Quarters
Travel Demand Model Maintenance	\$ 1,898.96	Ongoing
Amendment and/or Revisions to the LRTP	\$ 7,595.86	Ongoing
Other Direct	\$ 500.00	
Total Budget	\$ 99,489.64	

Element F – Transit Planning

Purpose:

In 2012, the City of Grand Island became the designated recipient to receive the FTA 5307(Urban) transit funds. In 2013, the City and Hall County entered into an interlocal agreement for Hall County Public Transportation to continue to operate services using unexpended FTA 5311(Rural) funds during a transitional period. In July 2016, the City approved an interlocal agreement where the City will provide public transit services within the City of Grand Island and Hall County through contract services with Hall Public County Transportation (dba Senior Citizens Industries, Inc.) up to a three year period. During FY 2017, GIAMPO began a Regional Transit Needs and Feasibility Study. This study will recommend preferred transit alternatives for the Grand Island urbanized area and rural areas in Hall County.

This work element will conduct and coordinate the planning activities of the City Transit Program to meet applicable federal, state, and municipal requirements.

Previous Work:

- Completed the following activities for the Regional Transit Needs Assessment and Feasibility Study – developed and solicited a Request for Qualifications, selected a consultant, and started the project
- Prepared FTA grant applications for the following activities:
 - Transit operations in the Grand Island Urbanized area from July 1, 2016 to June 30, 2017
 - Transit operations in the Grand Island Urbanized area from July 1, 2017 to June 30, 2018
 - Transit Program Manager position
- Developed a DBE Program and Goal document for the City of Grand Island
- Provided coordination and support with region's transit services provider
- Completed quarterly TrAMS reports to FTA
- Completed the Local Government Transit Survey for the Statewide Mobility Management project

- Attended FTA and/or NDOR related meetings such as the Mobility Management Coordinating meeting
- Adopted transit performance measures and targets for asset management

Activity:

- Perform a Regional Transit Needs and Feasibility Study. This study will identify transit needs and “Ladders of Opportunity”, and how best to address those needs within the MPO study area. At the conclusion of this study, preferred transit alternatives will be recommended for a five year period.
- Provide administration of planning grants for local transit, including grant preparation and financial and grant management
- Prepare transit elements for the FY 2019 UPWP and FY 2019-2023 TIP
- Complete and submit quarterly TrAMS reports to FTA
- Provide coordination and support with region’s transit services provider
- Attend relevant trainings, workshops, conferences, webinars, and other educational opportunities that include; but not limited to:
 - National Transit Institute
 - FTA
- Participate in the transit triennial review

End Product:

- Development of a Transition Plan and recommendations with timelines, expected funding and procurement policies
- Submittal and management of grants

<u>Budget – 480 MPO Program Manager Hours</u>	<u>Costs</u>	<u>Schedule</u>
Transit Needs Analysis – Support Consultant	\$ 11,253.12	1 st /2 nd Quarters
Transit Needs Analysis – Professional Services	\$125,000.00	1 st /2 nd Quarters
Grant Administration	\$ 5,626.56	Ongoing
Transit Elements of UPWP and TIP	\$ 2,813.28	Ongoing
Transit Services Provider Coordination and Support	\$ 8,439.84	Ongoing
Other Direct (Training, Travel, Misc.)	<u>\$ 1,500.00</u>	Ongoing
Total Budget	\$154,632.80	

Element G – Administration/Systems Management

Purpose:

Carry out the administrative duties of the MPO. Activities include organizing meetings, producing agenda, minutes, committee support, coordination of agencies, and the general administration of the MPO. In addition, attend various meetings, conferences, workshops and training.

Previous Work:

- Held Policy Board and TAC meetings, including preparing agendas, minutes, and supporting documents
- Attended MPO Annual Coordination meeting and MPO Quarterly Coordination meetings
- Set meeting schedules for the Policy Board and TAC for calendar year 2017
- Held monthly GIAMPO staff meetings, including preparing agendas and supporting documents
- Attended Complete Streets Action Team meetings
- Attended Grand Island Walkability Leadership meetings
- Attended NDOR Freight Advisory Committee meetings
- Attended FHWA-NHI training courses including MAP-21 Transportation Performance Management Overview (including FAST Act Updates) and Freight & Transportation Logistics

- Hired the new MPO Program Manager on July 18, 2016
- Established reporting and invoicing practices for the transportation planning program
- Prepared quarterly progress reports and associated reimbursement requests to NDOR
- Provided for office equipment for the MPO staff

Activities:

- Support the Policy Board, TAC, and Bicycle and Pedestrian Advisory Committee (MPO subcommittee) with meeting packet development, distribution, and other meeting support and administrative duties
- Compile and submit quarterly reimbursement reports to NDOR
- Compile and submit quarterly progress reports to NDOR
- Manage the GIAMPO Funding Streams
- Track the status of UPWP budget and activities
- Attend relevant trainings, workshops, conferences, webinars, and other educational opportunities that include; but not limited to:
 - National Highway Institute
 - FHWA
 - American Planning Association (APA)
 - Association of Metropolitan Planning Organizations (AMPO)
 - Nebraska Chapter of APA annual conference and other workshops
- Prepare for and/or attend relevant transportation-related meetings that include; but not limited to:
 - GIAMPO staff meetings
 - MPO Annual Coordination meeting and MPO Quarterly Coordination meetings
 - NDOR-related meetings
 - Complete Streets Action Team meetings
 - Grand Island Walkability Leadership meetings
- Prepare for and/or attend employee-related activities such as performance evaluation, work benefits, etc.
- Purchase TransCAD technical support and software maintenance for a period of one year

End Product:

- Meeting agendas, minutes, and support documents for Policy Board, TAC, and Bicycle and Pedestrian Advisory Committee
- Quarterly reimbursement requests and progress reports
- General Administration of the established 3-C Transportation Planning Process for GIAMPO. This includes attending educational opportunities, transportation-related meetings, and employee-related activities.

<u>Budget - 485 MPO Program Manager/Admin Staff Hours</u>	<u>Costs</u>	<u>Schedule</u>
Direct		
Prepare Meetings for Policy Board, TAC, and Bicycle and Pedestrian Advisory Committee	\$ 5,571.22	Ongoing
Meeting Minutes and Other Documentation	\$ 4,178.41	Ongoing
Manage Funding Streams and Budget	\$ 6,964.03	Ongoing
General Administration of GIAMPO	<u>\$ 11,142.44</u>	Ongoing
	\$ 27,856.10	
Other Direct		
Office Supplies, Phone, Advertisement, Misc.	\$ 2,500.00	
Software Maintenance/Support TransCAD	\$ 1,200.00	
Individual and Organizational Membership Fees		

with APA, AICP, and AMPO	\$ 800.00
Training/Conferences/Meetings – registration fees, travel, lodging, meals, etc.)	<u>\$ 1,772.61</u>
	\$ 6,272.61
Total Budget	\$ 34,128.71

Total UPWP Budget

It is anticipated that the cost of implementing this UPWP for GIAMPO will be **\$329,761.55**, during FY 2018. Based on the formula funding for MPOs in Nebraska, in FY 2018 GIAMPO is eligible for up to \$143,303.00 Federal Highway Planning funds and \$27,875.00 Federal Transit Section 5305 funds for staffing and other expenses. An additional \$100,000.00 Federal Transit Section 5307 is programmed for a Transit Needs Analysis. The City of Grand Island, by agreement, provides at least a 20% match. Total revenue for the MPO planning program equals **\$338,972.50**.

Grand Island Area Metropolitan Planning Organization

DISTRIBUTION OF COSTS BY WORK ELEMENT

FY 2018 UPWP

FY 2018 FEDERAL HIGHWAY ADMINISTRATION (FHWA) PL - PROGRAM COSTS

July 1, 2017 - June 30, 2018

Project Number - TBD, Control Number - TBD, Agreement No. - TBD

Category	Cost Category	Est. Work Hours	Total	NE Federal	Grand Island	Total
				80%	20%	100%
UPWP						
	Direct Labor - MPO Program Manager	150	5,320.50	4,256.40	1,064.10	5,320.50
	Fringe/Indirect - MPO Program Manager		3,471.00	2,776.80	694.20	3,471.00
	Other Direct		500.00	400.00	100.00	500.00
	Total Unified Planning Work Program		\$9,291.50	\$7,433.20	\$1,858.30	\$9,291.50
TIP						
	Direct Labor - MPO Program Manager	170	6,029.90	4,823.92	1,205.98	6,029.90
	Fringe/Indirect - MPO Program Manager		3,933.80	3,147.04	786.76	3,933.80
	Other Direct		500.00	400.00	100.00	500.00
	Total Transportation Improvement Program		\$10,463.70	\$8,370.96	\$2,092.74	\$10,463.70
PPP						
	Direct Labor - MPO Program Manager	200	7,094.00	5,675.20	1,418.80	7,094.00
	Fringe/Indirect - MPO Program Manager		4,628.00	3,702.40	925.60	4,628.00
	Other Direct		2,500.00	2,000.00	500.00	2,500.00
	Total Public Participation Plan		\$14,222.00	\$11,377.60	\$2,844.40	\$14,222.00
Short Range Planning						
	Direct Labor - MPO Program Manager	120	4,256.40	3,405.12	851.28	4,256.40
	Fringe/Indirect - MPO Program Manager		2,776.80	2,221.44	555.36	2,776.80
	Other Direct		500.00	400.00	100.00	500.00
	Total Short Range Studies		\$7,533.20	\$6,026.56	\$1,506.64	\$7,533.20
L RTP						
	Direct Labor - MPO Program Manager	324	11,492.28	9,193.82	2,298.46	11,492.28
	Fringe/Indirect - MPO Program Manager		7,497.36	5,997.89	1,499.47	7,497.36
	Bike/Ped Master Plan - Outside Consultant Service		80,000.00	64,000.00	16,000.00	80,000.00
	Other Direct		500.00	400.00	100.00	500.00
	Total Long Range Transportation Plan		\$99,489.64	\$79,591.71	\$19,897.93	\$99,489.64
Transit Planning						
	Direct Labor - MPO Program Manager	480	17,025.60	13,620.48	3,405.12	17,025.60
	Fringe/Indirect - MPO Program Manager		11,107.20	8,885.76	2,221.44	11,107.20
	Transit Needs Analysis - Outside Consultant Service 5307		125,000.00	100,000.00	25,000.00	125,000.00
	Other Direct		1,500.00	1,200.00	300.00	1,500.00
	Total Transit Planning		\$154,632.80	\$123,706.24	\$30,926.56	\$154,632.80
Administration/System Management						
	Direct Labor - MPO Program	460	16,316.20	13,052.96	3,263.24	16,316.20
	Fringe/Indirect - MPO Program Manager		10,644.40	8,515.52	2,128.88	10,644.40
	Direct Labor - Administrative Assistance	25	709.75	567.80	141.95	709.75
	Fringe/Indirect - Administrative Assistance		185.75	148.60	37.15	185.75
Other Direct	Office Supplies, Phone, Misc.		2,500.00	2,000.00	500.00	2,500.00
	Software Maintenance/Support TransCAD		1,200.00	960.00	240.00	1,200.00
	Individual and Organizational Membership Fees		800.00	640.00	160.00	800.00
	Training/Conferences/Meetings		1,772.61	1,418.09	354.52	1,772.61
	Total Administration/System Management		\$34,128.71	\$27,302.97	\$6,825.74	\$34,128.71
FHWA 2018	Direct Labor FHWA	1449	51,219.03	40,975.22	10,243.81	51,219.03
	Fringe/Indirect FHWA		33,137.11	26,509.69	6,627.42	33,137.11
	Other Direct (includes Bike/Ped Master Plan - Consultant)		90,772.61	72,618.09	18,154.52	90,772.61
FHWA FY 2018	Grand Total FHWA PL UPWP		\$175,128.75	\$140,103.00	\$35,025.75	\$175,128.75

FTA 2018	Direct Labor FTA	480	17,025.60	13,620.48	3,405.12	17,025.60
	Fringe/Indirect FTA		11,107.20	8,885.76	2,221.44	11,107.20
	Other Direct (includes Transit Needs Study - Consultant)		126,500.00	101,200.00	25,300.00	126,500.00
FTA FY 2018 Grand Total FTA Section 5305			\$154,632.80	\$123,706.24	\$30,926.56	\$154,632.80

NOTES:

Total Highway Planning Federal Highway Planning - FHWA

\$175,128.75	\$140,103.00	\$35,025.75	\$175,128.75
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Total Transit Federal Transit Administration

\$154,632.80	\$123,706.24	\$30,926.56	\$154,632.80
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Total FY 2018 UPWP

\$329,761.55	\$263,809.24	\$65,952.31	\$329,761.55
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FHWA Available Revenue

\$179,128.75	\$143,303.00	\$35,825.75	\$179,128.75
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FTA Available Revenue

\$34,843.75	\$27,875.00	\$6,968.75	\$34,843.75
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FTA Carry Over 5307

\$125,000.00	\$100,000.00	\$25,000.00	\$125,000.00
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Remaining FHWA Funds

\$4,000.00	\$3,200.00	\$800.00	\$4,000.00
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Remaining FTA Funds

\$5,210.95	\$4,168.76	\$1,042.19	\$5,210.95
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Total Program Funds Remaining

\$9,210.95	\$7,368.76	\$1,842.19	\$9,210.95
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RESOLUTION 2017-169

WHEREAS, the Grand Island Area Metropolitan Planning Organization (GIAMPO) in cooperation with the Nebraska Department of Roads has prepared a Unified Planning Work Program (UPWP) for the purpose of assisting the LPA in obtaining Federal approval and financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for Fiscal Year 2018; and

WHEREAS, the total cost reimbursable under such agreement is currently estimated to be \$179,129.00, with the federal share estimated at \$143,303.00 and the MPO share estimated at \$35,826.00 for Fiscal Year 2018, which begins July 1, 2017 and ends June 30, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Unified Planning Work Program (UPWP) for the Grand Island Metropolitan Planning Area for Fiscal Year 2018 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 9, 2017	▣ City Attorney



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item G-16

#2017-170 - Approving Change Order No. 3 for Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: June 13, 2017

Subject: Approving Change Order No. 3 for Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G

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

Background

Saul Ramos Construction, Inc. of Shelton, Nebraska was awarded a \$714,865.00 contract on July 26, 2016, via Resolution No. 2016-178, for Community Development Block Grant (CDBG) Handicap Ramps 4th to 5th Street; Sycamore Street to Eddy Street; Project No. 2014-2G.

On February 14, 2017, via Resolution No. 2017-28, City Council approved Change Order No. 1 for this project, to allow for adjustment of a manhole and installation of 8' PVC coated chain-link fence. Change Order No. 1 resulted in a contract increase of \$5,300.00, for a revised contract total of \$720,165.00.

On May 9, 2017, via Resolution No. 2017-142, City Council approved Change Order No. 2, in the amount of \$3,700.00, to address a safety issue caused by an abandoned vault underneath the sidewalk at the intersection of 4th Street and Walnut Street. Such change order resulted in a revised contract amount of \$723,865.00.

The area of 4th & 5th Street, from Sycamore Street to Eddy Street qualifies for the Community Development Block Grant (CDBG) and it is recommended that such funds be used to install handicap ramps and sidewalks in this location, as well as rehabilitate Lions Park during the 2016/2017 construction season. The City has met the full leverage amount of the grant with resurfacing work previously done on 4th Street.

The City is required to have a planned schedule for upgrading public sidewalk ramps to conform to American with Disabilities Act (ADA) standards.

Discussion

Several factors have delayed completion of the project; including inclement weather and scheduling conflicts; therefore Saul Ramos Construction, Inc. is requesting the final completion date be changed from June 1, 2017 to June 30, 2017.

There will not be any contract amount modification with this change order.

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 extending the completion date to June 30, 2017, as noted in Change Order No. 3.

Sample Motion

Move to approve the resolution.



CONTRACT TIME EXTENSION

PROJECT: Community Development Block Grant (CDBG) Handicap Ramps 4th to 5th Street; Sycamore Street to Eddy Street; Project No. 2014-2G

CONTRACTOR: Saul Ramos Construction, Inc.

AMOUNT OF CONTRACT: \$723,865.00

CONTRACT DATE: August 8, 2016

Notice to Proceed Date ----- August 8, 2016

Original Completion Date ----- June 1, 2017

Revised Completion Date ----- June 30, 2017

The Above Change Order Accepted:

Saul Ramos Construction, Inc.

By _____ Date _____

Approval Recommended:

By _____ Date _____
John Collins PE, Public Works Director/City Engineer

Approved for the City of Grand Island, Nebraska

By _____ Date _____
Mayor

Attest _____
City Clerk

RESOLUTION 2017-170

WHEREAS, on July 26, 2016, via Resolution 2016-178, the City of Grand Island awarded Saul Ramos Construction, Inc. of Shelton, Nebraska the bid in the amount of \$714,865.00 for Community Development Block Grant (CDBG) Handicap Ramps 4th to 5th Street; Sycamore Street to Eddy Street; Project No. 2014-2G; and

WHEREAS, on February 14, 2017, via Resolution No. 2017-28, the City Council approved Change Order No. 1 for such project in the amount of \$5,300.00, resulting in a revised contract amount of \$720,165.00; and

WHEREAS, on May 9, 2017, via Resolution No. 2017-142, City Council approved Change Order No. 2, in the amount of \$3,700.00, resulting in a revised contract amount of \$723,865.00; and

WHEREAS, the completion of such project has been delayed due to several factors; and

WHEREAS, Saul Ramos Construction, Inc. has requested an extension from June 1, 2017 to June 30, 2017 in order to complete the project; and

WHEREAS, there will not be any contract amount modification with such time extension; and

WEREAS, the Public Works Department supports such contract extension.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 3 between the City of Grand Island and Saul Ramos Construction, Inc. of Shelton, Nebraska to provide the requested time extension for Community Development Block Grant (CDBG) Handicap Ramps 4th to 5th Street; Sycamore Street to Eddy Street; Project No. 2014-2G.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 9, 2017	☐ City Attorney



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item G-17

#2017-171 - Approving Bid Award for Fire Station 1 Training Tower Paving

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Fire Chief Cory Schmidt

Meeting: June 13, 2017

Subject: Concrete Work for Training Tower

Presenter(s): Cory Schmidt and Tim Hiemer

Background

The Grand Island Fire Department (GIFD) received an Assistance to Firefighters Grant to purchase a fire training simulator in May 2016. The grant required 10 percent matching funds. In addition to the matching funds, the project required ground preparation such as leveling, fencing, and concrete placement which were outside the scope of the grant. GIFD administration made a capital budget request for the FY 2016-17. Council granted budget authority in the amount of \$100,000 to cover the matching funds and ground preparation.

Discussion

GIFD estimated \$38,550 to place a concrete pad around the fire training simulator located behind Fire Station #1. The intent of the concrete pad is to allow a solid surface to conduct training related to the use of the simulator. Bids were advertised and requested for a May 9, 2017 opening. Two bids were received but both came in over our estimate. The project was divided into a base area along with three options areas. A second request for bids was advertised with a May 31, 2017 bid opening date. Five bids were received. Bigzby's Incorporated had the lowest bid for the base area which was \$26,839.89. In addition, Bigzby's Inc. had the lowest bid for option areas 1, 2, and 3. Bigzby's Inc. total bid was \$47,209.94. Due to budget constraints, it is recommended to accept the Bigzby's Inc. bid for base area and option areas 1 and 2 for a total of \$38,157.97.

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 acceptance of the bid from Bigzby's Inc for the base area along with option areas 1 and 2 for the amount of \$38,157.97.

Sample Motion

Move to approve the acceptance of the bid from Bigzby's Inc. for concrete work related to the fire training simulator in the amount of \$38,157.97.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: May 31, 2017 at 2:00 p.m.
FOR: Fire Station 1 Training Tower Paving (Re-Bid)
DEPARTMENT: Fire
ESTIMATE: \$38,550.00
FUND/ACCOUNT: 10022101-85608
PUBLICATION DATE: May 23, 2017
NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>Philip Carkoski Construction</u> Loup City, NE	<u>Morten Construction LLC</u> Loomis, NE
Exceptions:	None	None

Bid Price:		
Base Bid:	\$31,945.79	\$29,047.00
Option Area 1:	\$10,773.97	\$ 6,124.50
Option Area 2:	\$ 6,735.59	\$ 6,124.50
Option Area 3:	<u>\$ 6,735.59</u>	<u>\$ 9,796.50</u>
Total Bid & Option:	\$56,190.94	\$51,092.50

Bidder:	<u>Myers Construction, Inc.</u> Broken Bow, NE	<u>Mike Hieb Construction, Inc.</u> Alda, NE
Exceptions:	None	None

Bid Price:		
Base Bid:	\$37,439.00	\$43,000.00
Option Area 1:	\$ 7,893.80	\$ 7,963.00
Option Area 2:	\$ 7,893.80	\$ 6,963.00
Option Area 3:	<u>\$12,626.60</u>	<u>\$12,740.00</u>
Total Bid & Option:	\$65,853.20	\$71,666.00

Bidder: Bigzby's, Inc.
Exceptions: Grand Island, NE
Noted

Bid Price:
Base Bid: \$26,839.89
Option Area 1: \$ 5,659.04
Option Area 2: \$ 5,659.04
Option Area 3: \$ 9,051.97
Total Bid & Option: \$47,209.94

cc: Cory Schmidt, Fire Chief
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Rose Rhoads, Fire Admin. Assist.
Renae Griffiths, Finance Director
Tim Hiemer, Fire Division Chief

P1974

RESOLUTION 2017-171

WHEREAS, Council gave approval for capital budget funds to cover costs associated with the fire training simulator; and

WHEREAS, bids were solicited for concrete work around the fire training simulator; and

WHEREAS, Bigzby's Incorporated had the lowest bid for the proposed work.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the acceptance of the bid from the Bigzby's Inc. in the amount of \$38,157.97.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 9, 2017	☐ City Attorney



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item G-18

**#2017-172 - Approving Purchase of Hydraulic Rescue Equipment
from Hiemen Fire Equipment**

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Fire Chief Cory Schmidt
Meeting: June 13, 2017
Subject: Hydraulic rescue tools
Presenter(s): Cory Schmidt and Tim Hiemer

Background

The use of high tension steel in vehicle manufacturing has become very common. As a result of the change in vehicle design many of the older extrication tools are unable to meet the challenges fire departments face. The Grand Island Fire Department (GIFD) requested and was authorized by Council \$40,000.00 in FY 2016-17 to replace their ageing hydraulic rescue equipment.

Discussion

GIFD administration coordinated four vendors to conduct a hands-on demonstration of hydraulic rescue tools. The various products were tested by GIFD personnel. The designated committee chose the Genesis brand of rescue equipment. The Genesis equipment is available through the HGAC buying group which meets City purchasing requirements. The bid price of the Genesis rescue equipment is \$28,830.00. In addition to the equipment available through the HGAC, a telescoping ram made by Genesis is also requested. The price of the ram is \$8,887.00. The telescoping ram is not available through the HGAC buying group because it is a relatively new product. The ram is proprietary to the other equipment and is designed to be used with the Genesis system. Hieman Fire Equipment is the sole source vendor of the Genesis brand in Nebraska. Total price of the requested hydraulic rescue tools including the telescoping ram is \$37,717.00.

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 Genesis hydraulic rescue equipment from Hieman Fire Equipment for \$37,717.00.

Sample Motion

Move to approve the purchase of the Genesis rescue equipment from Hieman Fire Equipment in the amount of \$37,717.00.



EMC

FIRE

To whom it may concern,

This letter has been written to show that Heiman Fire Equipment is the only company authorized dealer to sell Genesis Rescue Tools in Nebraska.

Any attempt to sell our equipment from a non-authorized company will be disregarded and cancelled at the time of the order.

If you have any questions or concerns regarding this letter please feel free to contact me at your convenience. I would like to thank you for your time and interest in Genesis Extrication Tools and Products.

Sincerely,

Bill Halleran,

Regional Sales Manager- Iowa and Nebraska
Equipment Management Company- Genesis Rescue Systems



CONTRACT PRICING WORKSHEET

For Catalog & Price Sheet Type Purchases

Contract
No.:

EEO8-15

Date
Prepared:

5/31/2017

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Grand Island Fire Department	Contractor:	Equipment Management Company
Contact Person:	Tim Hiemer, Fire Operations Division Chief	Prepared By:	Kristine Gillson
Phone:	308-385-5311	Phone:	815-467-8762
Fax:		Fax:	815-467-8763
Email:	timhi@grand-island.com	Email:	kristineg@emcfire.com

Catalog / Price Sheet Name:	Genesis
General Description of Product:	Rescue Tools

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	CAI - Genesis C236 Nxtgen Cutter 2.0 Battery Operated	8766	8766
1	#132 ART.107.779.1 Genesis S53 Spreader 2.0 Battery Operated	8685	8685
1	EAL - Genesis 21-36 Ram 2.0 Battery Operated	6655	6655
1	#129 ART.105.848.2 7" eForce Ram Extension	281	281
1	#130 ART.383.857.9 10" eForce Ram Extension	321	321
1	#131 ART.106.244.2 12" eForce Ram Extension	346	346
1	#122 ART.110.100.0Y e-Pack E28 13 AH LIPO Kit, Yellow	971	971
1	#83 ART..MB231.C C213/C236 Cutter Mounting Bracket	199	199
1	#75 ART.106.042.6 110 VAC Adapter	808	808
1	#127 ART.MBGGEN.S53 Mounting Bracket for S53	199	199
			0
			0

Total From Other Sheets, If Any:

Subtotal A:

27231

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
2	ART.107.598.3 C236 Nxtgen Insert Only	244	488
1	ART.011.130.2 Angled V-Head for eForce, Threaded	333	333
1	ART.011.130.4 Angled V-Head for eForce, Slip Fit	333	333
3	ART.105.375.5 5amp Batteries	0	0

Total From Other Sheets, If Any:

Subtotal B:

1154

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

4%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

Freight	445
Subtotal C:	445

Delivery Date: 45 DAYS ARO

D. Total Purchase Price (A+B+C):

28830

RESOLUTION 2017-172

WHEREAS, the Grand Island Fire Department was authorized by Council \$40,000.00 in FY 2016-17 for the purchase of hydraulic rescue equipment; and

WHEREAS, Genesis rescue equipment was the chosen brand by a fire department committee and; and

WHEREAS, the Genesis rescue equipment with the telescoping ram has a total cost of \$37,717.00; and

WHEREAS, Hiemen Fire Equipment is the sole source vendor in Nebraska for Genesis rescue equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, move to approve the purchase of the Genesis rescue equipment from Heiman Fire Equipment at a cost of \$37,717.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 9, 2017	☐ City Attorney



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item G-19

#2017-173 - Approving Architectural Services for Design and Construction of Public Library Renovations

Staff Contact: Steve Fosselman

Council Agenda Memo

From: Steve Fosselman, Library Director

Meeting: June 13, 2017

Subject: Consideration of Approving Architectural Services for Design and Construction of Public Library Renovations

Presenter(s): Steve Fosselman, Library Director and Alan Lepler, President, Library Board of Trustees

Background

Preliminary plans for non-tax supported public library renovations were presented at the January 17, 2017 City Council study session. Chiefly financed by a donation from the Myrtle Grimminger estate in the library's 295 Special Projects fund, plans are also underway by the Grand Island Public Library Foundation to secure additional funds prior to construction bidding to assure sufficient non-tax funding.

This study session wrapped up a 2013 report by the library to Council with reference to building space modifications as part of GILIBRARY 2020, indicating how the Edith Abbott Memorial Library building was especially designed to accommodate modifications to better serve our community. Our process during this time has involved Board and staff examination, and professional assistance, of needed changes to library spaces for greater efficiency without the need for additional staff, changing needs and patterns of library use, and to meet building project goals through the use of previously unavailable non-tax resources. The library would return to Council at a later date for approval of architectural services for design and construction of library renovations.

Discussion

In February 2017, the Grand Island Public Library Board approved a "Renovation Needs and Concepts Plan" with a broad estimate for needed improvements ranging from \$900,000 to \$1,300,000 not including architect fees, and actual costs dependent on final fundraising for this project and an approved design that allows options in consideration of those available funds. A Request for Proposals for architectural services based on this plan was advertised and proposals were received from two qualified applicants. The Library Board's Building Committee followed a review process chiefly considering:

- Overall makeup of the project team, including all key personnel, responsibilities and duties, and experience with library renovation design projects.
- At least ten similar projects for which the designer or consultant was responsible.

- Company proximity to and familiarity with the area where the project is located.

At their April 17, 2017 meeting, the Grand Island Public Library Board of Trustees approved the Building Committee's recommendation to proceed in negotiations with The Clark Enersen Partners, Lincoln, NE. This firm has planned and designed more than 40 libraries in the past 15 years. Many of their projects have included design characteristics and advanced technologies that match our needs and concepts plan. Key personnel proposed for our project team have been involved in several of these projects including:

In-Process/Just Completed

Hastings (NE) Public Library
Blair (NE) Public Library and Technology Center
Winfield (KS) Public Library
Mulvane (KS) Public Library
Johnson County (KS) Central Library
Johnson County (KS) Monticello Branch Library

Previous Projects

Ashland (NE) Community Library
Seward (NE) Memorial Library
Falls City (NE) Library and Art Center
Lincoln (NE) Loren Corey Eiseley Branch Library
Lincoln (NE) Bess Dodson Walt Branch Library
Johnson County (KS) Leawood Pioneer Branch Library

Negotiations have concluded and City Council approval is now requested to award a lump-sum contract to The Clark Enersen Partners, Lincoln, NE in the amount of \$99,910.00 plus reimbursable expenses estimated to be \$5,000.00 and an option for video rendering estimated to be \$4,000.00. There are sufficient funds in this year's 29555001.85042 budget to award this architectural services contract. Various supplemental services such as landscape design, architectural interior design, telecommunications/data design, and furniture, furnishings, and equipment design have already been included as needed basic services and incorporated into the lump-sum contract to eliminate further additional costs.

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 contract with The Clark Enersen Partners, Lincoln, NE for design and construction of public library renovations.

Sample Motion

Move to approve the contract with The Clark Enersen Partners, Lincoln, NE for design and construction of public library renovations.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
GRAND ISLAND PUBLIC LIBRARY RENOVATIONS**

RFP DUE DATE: March 15, 2017 at 4:00 p.m.

DEPARTMENT: Library

PUBLICATION DATE: February 21, 2017

NO. POTENTIAL BIDDERS: 5

SUMMARY OF PROPOSALS RECEIVED

CMBA Architects
Grand Island, NE

The Clark Enersen Partners
Lincoln, NE

cc: Steve Fosselman, Library Director
Renaë Griffiths, Finance Director

Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

P1954

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirteenth day of June in the year Two thousand seventeen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

The City of Grand Island
Grand Island Public Library
211 North Washington Street
Grand Island, Nebraska 68801

and the Architect:
(Name, legal status, address and other information)

The Clark Enersen Partners
1010 Lincoln Mall, Suite 200
Lincoln, Nebraska 68508

for the following Project:
(Name, location and detailed description)

Grand Island Public Library - Edith Abbott Memorial Library Renovation
Grand Island, Nebraska
The scope of services includes design, documentation and construction observation for renovations to the Edith Abbott Memorial Library. Renovations include modifications to: the Lobby/Friends Café and Book Sale area, meeting rooms, administration area, teen/maker space/study rooms, patron parking/walkway/building access, wayfinding to new and existing spaces, flooring improvements in selected areas of the building.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Reference Exhibit A - Request For Proposal

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Grand Island Public Library Edith Abbott Memorial Library is a single story 49,000 square foot facility with partial basement for mechanical equipment and storage located at 211 North Washington Street, Grand Island, NE.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Undefined at the time.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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June 2017

.2 Construction commencement date:

October 2017

.3 Substantial Completion date or dates:

February 2018

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None identified at this time.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

(Paragraph Deleted)

Steve Fosselman, Library Director

(Paragraph Deleted)

211 North Washington Street
Grand Island, Nebraska 68801

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Not Applicable

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.2 Civil Engineer:

The Clark Enersen Partners

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

None

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

(Paragraph Deleted)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(Paragraph Deleted)

(List name, legal status, address, and other contact information.)

(Paragraph Deleted)

§ 1.1.11.1 Consultants retained under Basic Services:
(Paragraph Deleted)

.1 Structural Engineer:

The Clark Enersen Partners

.2 Mechanical Engineer:

The Clark Enersen Partners

.3 Electrical Engineer:

The Clark Enersen Partners

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§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

None

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two million Dollars and Zero Cents (\$ 2000000.00) for each occurrence and Four million Dollars and Zero Cents (\$ 4000000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One million Dollars and Zero Cents (\$ 1000000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One million Dollars and Zero Cents (\$ 1000000.00) each accident, One million Dollars and Zero Cents (\$ 1000000.00) each employee, and One million Dollars and Zero Cents (\$ 1000000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three million Dollars and Zero Cents (\$ 3000000.00) per claim and Three million Dollars and Zero Cents (\$ 3000000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

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§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 assisting the City Clerk with a pre-bid conference; ;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 assisting the City Clerk the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

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- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.) Please reference Exhibit B - Fee Proposal for details.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	

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§ 4.1.1.5	Site evaluation and planning
§ 4.1.1.6	Building Information Model management responsibilities
§ 4.1.1.7	Development of Building Information Models for post construction use
§ 4.1.1.11	Value analysis
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3
§ 4.1.1.13	On-site project representation
§ 4.1.1.14	Conformed documents for construction
§ 4.1.1.15	As-designed record drawings
§ 4.1.1.16	As-constructed record drawings
§ 4.1.1.17	Post-occupancy evaluation
§ 4.1.1.18	Facility support services
§ 4.1.1.19	Tenant-related services
§ 4.1.1.20	Architect's coordination of the Owner's consultants
§ 4.1.1.22	Security evaluation and planning
§ 4.1.1.23	Commissioning
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3
§ 4.1.1.25	Fast-track design services
§ 4.1.1.26	Multiple bid packages
§ 4.1.1.27	Historic preservation
§ 4.1.1.29	Other services provided by specialty Consultants
§ 4.1.1.30	Other Supplemental Services

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Existing facilities surveys. The Architect shall review existing drawings, specifications, reports and other documents provided by the Owner; make reasonable non-destructive field inspections of existing conditions to become familiar with the building and systems (architectural, structural, mechanical, electrical, plumbing, communications, fire protection, security, specialty systems); provide design recommendations for the Project; discuss with the Owner any observed building and system limitations and deficiencies and possible future remedies. These services are considered part of the Architect's basic services.

Video rendering to highlight spaces of renovation: \$4,000.00

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is

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provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

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- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Thirteen (13) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

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§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program

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and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

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from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs Deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

(Paragraphs Deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

\$99,910.00 plus reimbursable expenses estimated to be \$5,000.00

(Paragraph Deleted)

(Paragraphs Deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

\$4,000.00 for video rendering.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in

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Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (20	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Fifteen	percent (15	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit C - Hourly Billing Rates

(Table Deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;

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- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (%) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of 0 (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

% monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

None

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2

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|
|
| (Paragraphs Deleted)

[] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

| Exhibit A - Request for Proposal, Exhibit B - Fee Proposal, Exhibit C - Hourly Billing Rates

| (Paragraph Deleted)
|

This Agreement entered into as of the day and year first written above.

| OWNER (Signature)

| Jeremy Jensen, Mayor, City of Grand Island
| (Printed name and title)


ENGINEER (Signature)

Jennifer Klein, Principal

(Printed name, title, and license number, if required)

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RESOLUTION 2017-173

WHEREAS, the City of Grand Island invited responses to a Request for Proposals for Architectural Services for design and construction of public library renovations; and

WHEREAS, on March 15, 2017, submittals were received and opened, with subsequent review by the Grand Island Public Library Board's Building Committee of each firm's relative qualifications; and

WHEREAS, on April 17, 2017 meeting, the Grand Island Public Library Board of Trustees approved the Building Committee's recommendation to proceed in negotiations with The Clark Enersen Partners, Lincoln, NE; and

WHEREAS, negotiations have concluded with the submitted lump-sum contract with The Clark Enersen Partners, Lincoln, NE for services in the amount of \$99,910.00 plus reimbursable expenses estimated to be \$5,000.00 and an option for video rendering estimated to be \$4,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Council approves the submitted lump-sum contract with The Clark Enersen Partners, Lincoln, NE for services in the amount of \$99,910.00 plus reimbursable expenses estimated to be \$5,000.00 and an option for video rendering estimated to be \$4,000.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 9, 2017	☐ City Attorney



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item H-1

Consideration of Request from Christine Stimple for a Conditional Use Permit to Allow for the Storage of Wrecked Cars at 1321 East 4th Street

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item I-1

#2017-174 - Consideration of Approving Resolution of Intent to Authorize Staff to Continue Work with Farm Progress Regarding Husker Harvest Days Show Site

Staff Contact: Marlan Ferguson

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: June 13, 2017

Subject: Husker Harvest Days

Presenter(s): Marlan Ferguson, City Administrator

Background

Farm Progress produces the annual Husker Harvest Days show on property that was a part of the Cornhusker Army Ammunition Plant (“CAAP”), a facility formerly owned by the United States under the jurisdiction of the Secretary of Defense. Farm Progress has determined the show site is in need of substantial infrastructure improvements to improve the safety of attendees, exhibitors and their properties and to enhance the event’s national and international stature as the premier irrigated farm show. The site improvements, estimated to cost, approximately \$9,000,000 would consist of upgrades to access road, drainage, utilities, and other general improvements. Farm Progress is seeking the City’s participation in the project through a forgivable loan not to exceed \$2,000,000 from the Community Redevelopment Authority, utilizing funds provided by the City to the CRA.

A study is in progress to determine whether the CAAP site may be declared a blighted and substandard area as such terms are defined by Nebraska Revised Statutes Sections 18-2103(10) and (11). If determined by council to be blighted and substandard, a redevelopment plan and redevelopment contract for improvements at the Husker Harvest Days show site could be submitted to council for its review, consideration and action.

Discussion

City administration and staff are seeking input and direction from the City Council whether staff is to continue to work with Farm Progress on a proposed redevelopment plan and redevelopment contract for infrastructure improvements at the Husker Harvest Days show site. Any redevelopment plan and redevelopment contract for the Husker Harvest Days site would be subject to further review, consideration, and action by the City Council, and will not be binding upon the City unless approved by the City Council.

Alternatives

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

1. Adopt the Resolution.
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 adopt the Resolution.

Sample Motion

Move to approve the resolution.

RESOLUTION 2017-174

WHEREAS, Farm Progress produces the annual Husker Harvest Days show at the site of the former Cornhusker Army Ammunition Plant (“CAAP”), a site that was formerly owned by the United States and under the jurisdiction of the United States Secretary of Defense; and

WHEREAS, a study is in progress to determine whether the CAAP site may be declared a blighted and substandard area as such terms are defined by Nebraska Revised Statutes Section 18-2103(10) and (11); and

WHEREAS, the Husker Harvest Days show site is in need of substantial infrastructure improvements designed to improve the safety of attendees, exhibitors and their properties, to enhance the event’s national and international stature as the premier irrigated farm show, and to promote future investment at CAAP thereby arresting or retarding blighted and substandard conditions at CAAP; and

WHEREAS, necessary site improvements costing approximately \$9,000,000 are needed at the Husker Harvest Days site of which Farm Progress is seeking the City’s project participation through a forgivable loan not to exceed \$2,000,000 from the Community Redevelopment Authority, utilizing funds provided by the City; and

WHEREAS, representatives of Farm Progress engaged City staff in initial discussions regarding a possible redevelopment plan and redevelopment contract for the Husker Harvest Days show site.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, City staff should be and are hereby authorized and directed to continue to work with Farm Progress on a proposed redevelopment plan and redevelopment contract for infrastructure improvements at the Husker Harvest Days show site. Any redevelopment plan and redevelopment contract for the Husker Harvest Days site shall be subject to further review, consideration, and action by the City Council, and shall not be binding upon unless presented to and approved by the City Council.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 9, 2017	▣ City Attorney



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item I-2

#2017-175 - Consideration of Rejecting All Bids for the Emergency Operations and 911 Center

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: June 13, 2017

Subject: Rejection of Bids for Emergency
Operations/911 Center Building Project

Presenter(s): Jerry Janulewicz, City Attorney

Background

The City of Grand Island published on May 17, 2017 a Request for Bids for construction of an Emergency Operations and 911 Center building having an estimated project cost of \$3,400,000. The cost of the project were to be paid utilizing proceeds from the sale of a bond or bonds to be repaid utilizing funds from the City's occupation tax on telecommunications. Five firms submitted bids, which were opened June 1, 2017. The lowest bid received exceeded the estimated project cost by more than 25%.

Discussion

Because of the unanticipated cost of the project as specified in the bid request and associated documents, City Administration is recommending that Council reject all bids received. The department director and city staff propose working with the architect to revise the design, scope and/or specifications to bring the estimated project costs in line with budget targets, allowing the project to be rebid.

Alternatives

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

1. Approve the resolution rejecting all bids received on the project.
2. Deny approval of the resolution rejecting all bids and requiring staff to present recommendations for award of a contract from the bids received.

Recommendation

City Administration recommends that the Council approve the resolution rejecting all bids received for the Emergency Operations/911 Center Building Project.

Sample Motion

Move to approve the resolution rejecting all bids received for the Emergency Operations/911 Center Building Project.

INTEROFFICE MEMORANDUM

Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: June 1, 2017 at 2:00 p.m.

FOR: Emergency Operations and 911 Center

DEPARTMENT: Emergency Management

ESTIMATE: \$3,400,000.00

FUND/ACCOUNT: 40000600-2000-60000

PUBLICATION DATE: May 17, 2017

NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Lacy Construction Company</u> Grand Island, NE	<u>B-D Construction, Inc.</u> Columbus, NE
Bid Security:	Merchants Bonding Co.	North American Specialty Ins. Co.
Exceptions:	None	None
Bid Price:	\$4,290,000.00	\$4,864,000.00
Alternate:	\$ 77,000.00	\$ 56,000.00
 Bidder:	 <u>Mid Plains Construction Co.</u> Grand Island, NE	 <u>Rogge General Contractors, Inc.</u> Lincoln, NE
Bid Security:	Universal Surety Co.	Inland Insurance Co.
Exceptions:	None	None
Bid Price:	\$4,644,000.00	\$4,545,000.00
Alternate:	\$ 80,000.00	\$ 51,500.00

Bidder: Chief Industries, Inc.
Bid Security: Grand Island, NE
Exceptions: Fidelity & Deposit Co.
None
Bid Price: \$4,676,000.00
Alternate: \$ 74,160.00

cc: Jonathan Rosenlund, Emg. Mgt. Director
Renae Griffiths, Finance Director

Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

P1973

RESOLUTION 2017-175

WHEREAS, the City of Grand Island published on May 17, 2017 a Request for Bids for construction of an Emergency Operations and 911 Center; and

WHEREAS, the architect's estimated project costs was \$3,400,000; and

WHEREAS, whereas five firms submitted bids pursuant to the City's request for bids; and

WHEREAS, the lowest bid received exceeded the architect's estimate by 25%; and

WHEREAS, it is in the best interests of the City of Grand Island that all bids be rejected.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bids opened on June 1, 2017 for construction of an Emergency Operations and 911 Center should be and hereby are rejected for the reason that the bids received exceed the estimated project costs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 9, 2017	▣ City Attorney



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item I-3

#2017-176 - Consideration of Support for Livestock Friendly County

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP, Regional Planning Director

Meeting: June 13, 2017

Subject: Support for Livestock Friendly County Designation for Hall County

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

Background

At their meeting on May 16, 2017, the Hall County Board of Supervisors held a public hearing and passed Resolution 2017-23 indicating their intent to apply to the Nebraska Department of Agriculture to be designated as a Livestock Friendly County (LFC). As part of the application they intend to submit, the county board is seeking support from all five municipalities in the form of a letter or resolution of support for the application.

Discussion

The LFC designation will enable the Nebraska Department of Agriculture and local entities involved in economic development activities and recruiting to better position Hall County and the communities in Hall County to businesses involved in livestock agriculture.

While Hall County is discussing some proposed changes to their zoning regulations it is the intent of the County to apply for the LFC designation prior to making any changes to the regulations. The LFC designation for Hall County will not require any of the municipalities to change their livestock regulations.

Grand Island is home to the JBS meat packing plant and soon will be home to the Hendricks/ISA hatchery. Both of these are very large scale processing facilities that are dependent on a strong local livestock industry.

The Nebraska State Fair is located in Grand Island and the livestock facilities on the grounds are some of the best in the world. Multiple national livestock shows have chosen Grand Island as their home. The AKSARBEN Stock show will be relocating to the Fair Grounds.

A resolution of support has been prepared and is included with this packet.

Alternatives

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

1. Move approve the resolution of support..
2. Move to take no action of the resolution.
3. Refer the issue to a committee.
4. Postpone the issue to future date.
5. Take no action on the issue.

Recommendation

City Administration recommends that the Council move to approve the resolution of support.

Sample Motion

Move to adopt the resolution of support for the Livestock Friendly Designation for Hall County.

RESOLUTION 2017-023
Request to Designate Hall County
as a
Livestock Friendly County
in the
State of Nebraska

WHEREAS, Hall County has nearly 600 agricultural operations, including five stand-alone livestock feeding operations, and numerous family farm feeding operations, and

WHEREAS, Hall County is home to the JBS meatpacking plant, the Hendrix ISA hatchery, the CNH combine and hay tool manufacturing plant, and hundreds of other farm and livestock production and processing businesses, and

WHEREAS, the Hall County Board of Supervisors recognizes the importance of livestock production and processing to the economic vitality of the county, its cities and villages, and to the State of Nebraska where the livestock industry contributes more than \$6 billion annually, and

WHEREAS, the Hall County Board of Supervisors desires to develop the livestock production and processing sectors of Hall County's economy; and

WHEREAS, the Nebraska Department of Agriculture provides a Livestock Friendly County program to acknowledge the importance of this sector of the agriculture industry, and

WHEREAS, the Hall County Board of Supervisors conducted a public hearing on May 16, 2017, after due publication and notice, and received comments from the public concerning designation as a Livestock Friendly County, and

WHEREAS, the Hall County Board of Supervisors is committed to compliance with the Livestock Waste Management Act, and

WHEREAS, the Hall County Board of Supervisors intends to work with all other governmental jurisdictions within its boundaries in implementing livestock development within the county; and

WHEREAS, the Hall County Board of Supervisors hereby commits to enter into a letter of understanding with the Nebraska Department of Agriculture agreeing to develop a plan to support the livestock industry in Hall County and to submit reports as directed by the Department;

NOW, THEREFORE, be it resolved and hereby declared that Hall County fully supports the Livestock Friendly County program in Nebraska and respectfully requests that its application for designation as a Livestock Friendly County be reviewed and approved by the Director of the Nebraska Department of Agriculture.

Resolution moved by Supervisor Scott Arnold.

Seconded by Supervisor Gary Quandt.

Vote:

Supervisor Lancaster:	For <u>✓</u> ; Against ___; Abstained ___; Not Present ___.
Supervisor Quandt:	For <u>✓</u> ; Against ___; Abstained ___; Not Present ___.
Supervisor Richardson:	For <u>✓</u> ; Against ___; Abstained ___; Not Present ___.
Supervisor Schuppan:	For <u>✓</u> ; Against ___; Abstained ___; Not Present ___.
Supervisor Bredthauer:	For <u>✓</u> ; Against ___; Abstained ___; Not Present ___.
Supervisor Arnold:	For <u>✓</u> ; Against ___; Abstained ___; Not Present ___.
Supervisor Lanfear:	For <u>✓</u> ; Against ___; Abstained ___; Not Present ___.

PASSED AND ADOPTED THIS 16th DAY OF May, 2017.

HALL COUNTY BOARD OF SUPERVISORS



Pamela E. Lancaster, Chair of the Board
of Supervisors



Marla J. Conley, Hall County Clerk

Program Summary

The Nebraska Unicameral Legislature has directed the Nebraska Department of Agriculture (NDA) to develop a Livestock Friendly County program to recognize counties that support Nebraska's livestock industry. The Livestock Friendly County program assists counties and agriculture producers promote the Nebraska livestock industry.

What is the Livestock Friendly County program?

- The Nebraska Livestock Friendly County program is a voluntary program that recognizes counties that actively support the livestock industry. NDA partners with counties in the program to encourage development of the livestock industry in the county.

How does the Livestock Friendly County program work?

- Counties must apply to NDA to be designated as a Livestock Friendly County. Application materials are available from NDA, and any county may apply.
- The county board is required to hold a public hearing and pass a resolution asking NDA to designate the county as a Livestock Friendly County. The county submits an application to NDA. Local producer and community groups can work together to ask the board to submit a Livestock Friendly County application to NDA.
- Counties that are accepted by NDA may include the Livestock Friendly County designation in materials promoting the county. The information gathered as part of the application process will also be a valuable resource for local producers and others interested in supporting the county.

How will NDA evaluate county applications?

- Each county is different. There are a wide variety of activities and regulations adopted by Nebraska counties that support the livestock industry. NDA will look at all of the things county government and groups in the county are doing to support livestock.
- If the county is zoned, NDA will evaluate county zoning regulations that apply to livestock operations. The Livestock Friendly County regulations include examples of things counties can do to be considered livestock friendly, but a county can apply even if they do not fit any of the examples given.

Why should a county apply for the Livestock Friendly County designation?

- Every county has something to gain from pursuing the Livestock Friendly County (LFC) designation. However, designation is not something the state does to a

county, but rather it is recognition for the work the county does to establish a thriving livestock industry.

- Nebraska's agriculture economy depends on livestock. Livestock is Nebraska's largest agriculture industry with nearly 50% of all agriculture receipts originating from livestock sales. Livestock processing is the largest single employment class in Nebraska and provides many jobs in rural communities.

Frequently Asked Questions

Does a county give up zoning authority and local control by participating in the Nebraska Department of Agriculture's Livestock Friendly County program?

No. Applying for or receiving a Livestock Friendly County (LFC) designation under the Department program does not in any way affect a county's ability to zone. There is nothing in the statute that created the LFC program or in the regulations that govern the Department's administration of the program that allows for the state to take over the county's responsibility for zoning. Zoning is a function given to the county by the Nebraska Legislature in Neb. Rev. Stat. §23-114 and following. The LFC program, created by the Legislature as a promotional program, was codified to §§54-2801 and 54-2802. Neither the statute nor the regulations speak about the State, or any of its agencies, controlling zoning.

The only authority the Department has under the program is to evaluate how the county has used its zoning powers in terms of treatment of the livestock industry and to make a determination as to whether or not the county is consistent in its approaches with livestock and whether the county and its actions related to the livestock industry warrant an LFC designation.

Can my county be designated as a Livestock Friendly County if it has setbacks that are different than those outlined in the Department's regulations?

Yes. The regulations governing the Department's LFC program were carefully crafted recognizing the unique differences in landscape and needs in the individual counties across Nebraska. The regulations include a series of criteria in which individual counties will be evaluated by the Director of Agriculture. The setback distances identified in the regulations, like most of the other evaluation criteria, are not definitive, but rather are guidance for the Director in evaluating county applications. The regulations clearly provide opportunities for counties to have practices different than those identified in the guidance (like the setbacks).

The Livestock Friendly County program will cost too much to comply with in both dollars and personnel time.

There is no better way to address the concern of too much financial and personnel cost than to refer to the application form. The county need only originate a resolution and a narrative to apply. The balance of the application requirements are that the county attach copies of documents that already exist. The regulations require an annual report from program participants. The annual report is a simple update of changes to any of the county's filed documents and a description of activities taken by the county to nurture and support livestock during the preceding year.

The Livestock Friendly County program is nothing more than a way to force big livestock operations into my county.

The type of economic activity that is allowed in any county is controlled by that county. A county designated a LFC county, through its own zoning regulations, would retain control of zoning for any livestock operation, just as it does now. Whether a county has been designated an LFC county does not influence in any way the activities that are allowed in that county.

Why should our county seek a Department Livestock Friendly County designation when our county can self declare without going through the Department's certification process?

Working with the Department to secure an LFC designation brings with it recognition and credibility that cannot be achieved simply through self-declaration.

Like any third-party appraisal, the purpose of the Department LFC program is to give the applying county an unbiased evaluation of how the county's zoning regulations and other requirements on livestock production are affecting the future development and growth of the industry in the county. A self-declaration does not provide the same unbiased appraisal as is provided by going through the Department LFC certification program.

Applying for the Department designation sends a strong message of commitment to local farmers and businesses that rely on livestock production. It recognizes their importance to the local community and economy and demonstrates a willingness to have county regulations and actions evaluated to ensure the county is doing all that it can to foster a good environment for growth of those businesses and operations.

The program doesn't do anything there is no incentive to becoming designated a Livestock Friendly County.

While the LFC program itself does not bring with it a direct financial incentive to the county, the incentive to the county for participating in the program is clear - the promotion and growth of the livestock industry within a county, in general, carries both substantial direct and indirect benefits to the county's local economy. Local livestock production generates jobs, an additional marketing outlet for local crop producers, increased tax dollars, and markets for ethanol co-products and other benefits too numerous to list. The Legislature intended this program for economic development in all counties that participate.

Although a specified financial incentive is not currently attached to the LFC program, it is not out of the realm of possibility in the future. The idea of having a direct financial incentive to counties that obtain Department LFC designations was discussed by lawmakers at the time of the program's creation but did not come to fruition due in part to the State's financial difficulties at the time.

My county doesn't get anything for participating in the program except a logo to use on promotional materials and on our county letterhead.

Department staff participate in trade missions and trade promotion throughout the year. The Department is continually promoting the agricultural products of this state, and promoting Nebraska as a positive place to conduct agricultural business. Counties designated as LFC counties will be promoted as such during these trade missions and promotions. It's important to note that Nebraska commodity boards and agricultural associations also travel extensively in support of the agriculture industry. They, too, would have the option of promoting LFC counties in their numerous contacts. Essentially, a county receives free advertising to a state, national, and international audience advertising that is designed to help the county grow its economy. Without a formal designation, counties will be missing out on numerous exposure opportunities for future economic development.



Livestock Friendly County (LFC) Benefits

Every county has something to gain from pursuing the Livestock Friendly County (LFC) designation. However, designation is not something the state does to a county, but rather it is recognition for the work the county does to establish a thriving livestock industry. Summarized below are just a few of the benefits of seeking designation.

Framework for Discussion

Pursuing the LFC designation initiates a conversation among county residents about the impact livestock has in the county, as well as how the industry is supported. The conversation becomes a self-examination of where the county is and where it wants to go with livestock and livestock business development. Designation means that the county has made a commitment to support the livestock industry in a socially, economically, and environmentally sound manner.

Producer/Business Confidence

LFC designation tells livestock producers and related businesses that the county wants economic growth and will support their industry for years to come. This type of confidence helps businesses make long-term decisions about investing in and possibly expanding their operation.

Public Education

Education begins with an open and honest conversation with friends and neighbors about the livestock industry. It is a conversation about the impact the industry plays as a consumer of local grains, how it supports main street businesses, and how livestock production adds economic activity to the county. Livestock businesses also contribute taxes that pay for roads, schools, and other services. It's a conversation about how a healthy livestock industry can co-exist with neighbors and businesses, both rural and urban.

County Pride

The LFC sign at the county entrance tells visitors that the county is committed to the people, the businesses, the environment, and the livestock industry. The designation is a strong statement of support for animal agriculture.

Publicity

Designation ceremonies are a celebration that provides an opportunity to put the county in the spotlight with both local and statewide media outlets. This type of positive publicity exposes the county to a large number of outside people and businesses, and it does so in a very favorable light. This positive publicity is then ongoing as the county is listed on NDA's web site with all other officially designated Livestock Friendly Counties.

LFC Benefits_082311.doc

RESOLUTION 2017-176

WHEREAS, the City of Grand Island recognizes the importance of livestock to the economic viability of the City, County, and State economies, and

WHEREAS, Grand Island is the proud home to the Nebraska State Fair, will soon be home to the AKSARBEN Stock Show, and is home to numerous livestock and agriculture-based businesses, and

WHEREAS, the Nebraska Department of Agriculture provides a Livestock Friendly County program to acknowledge the importance of this sector of the agriculture industry; and

WHEREAS, the City supports the efforts of Hall County to pursue the Livestock Friendly County designation to recognize the importance of livestock to the economic viability of both Hall County and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the city does support the Livestock Friendly County Program in Nebraska and the effort of Hall County to obtain this designation.

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Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 9, 2017	☐ City Attorney



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item J-1

Approving Payment of Claims for the Period of May 24, 2017 through June 13, 2017

*The Claims for the period of May 24, 2017 through June 13, 2017 for a total amount of \$6,714,412.69.
A MOTION is in order.*

Staff Contact: Renae Griffiths