



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-18

#2017-282 - Approving Proposal for Olympic Bunker Trap Site Additions

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: October 10, 2017

Subject: Approve Olympic Bunker Trap Site Additions and Target Release System

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

On October 27, 2015 City Council authorized by Resolution 2015-297 the construction of a new Olympic Bunker Trap venue at Heartland Public Shooting Park. The bunker trap project is currently underway. The project has been coordinated and funded by efforts from the Grand Island Skeet and Sporting Clays Club, Inc.

Recently GI Skeet and Sporting Clays Club was successful in applying for a Nebraska Game and Parks Commission grant on behalf of the City of Grand Island. The grant will provide \$202,500 of Federal funds towards the project.

Discussion

Because Nebraska Game and Parks requires that the City of Grand Island hold the grant, the City procurement process was used to accept proposals for Site Additions and the Target Release System for the bunker trap.

Bunker Trap Site Additions RFP

One proposal was received on September 26, 2017 from Chief Construction of Grand Island, Nebraska. Items included in the Chief proposal include: 20' x 60' open air shooting pavilion, 27' x 560' parking area extension, irrigation, seeding, fencing, steel support brackets for 15 trap machines, doors and ramping modifications, 4' x 230' sidewalk, 20' x 60' concrete shooter pad, electrical, plumbing for floor drains, painting, ATA trap mounting brackets. The proposed contact amount from Chief was \$248,903.00.

Bunker Target Release System RFP

One proposal was received on September 26, 2017 from Briley Manufacturing Company of Houston, Texas. Items included in the Briley Manufacturing proposal include: 15 bunker traps, computer sequencer, microphones with stands, relay box, chip card

counting system, system backup parts, delivery and installation. The proposed contact amount from Briley Manufacturing was \$55,650.00.

The proposal from Chief Construction and Briley Manufacturing total \$304,553.00. The City General Fund will initially pay the expenses with reimbursement from the Game and Parks grant in the about of \$202,500.00 and GI Skeet and Sporting Clays Club reimbursing the City \$102,053.00. After full reimbursement the City's net expense from the two proposals will be \$0.00.

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 City Council approve the proposals from Chief Construction of Grand Island, Nebraska and Briley Manufacturing Company of Houston, Texas.

Sample Motion

Move to approve the resolutions to provide Bunker Trap Site Additions from Chief Construction (\$248,903.00) and a Bunker Trap Target Release System from Briley Manufacturing (\$55,650.00).

**State of Nebraska
Game and Parks Commission**



**Federal Aid in Wildlife Restoration
Cooperative Project Agreement**

Partnering Organization: City of Grand Island
CFDA: 15.611

Project/Grant Number: W87E-16

Project/Grant Title: Heartland Shooting Park Olympic Bunker Trap

Project/Grant Period: August 1, 2017 – July 31, 2018
Part I.

Description of the Project: Olympic Bunker Trap; Associated Amenities
Project/Grant Cost: \$270,000(\$202,500 Federal & \$67,500 Match)

Part I - Definitions

- A. The term "project" means the conditions outlined in the Project Agreement.
- B. The term "Manual" as used herein means the Federal Aid Manual.
- C. The term "State" as used herein means the State of Nebraska.
- D. The term "Commission" as used herein means the Nebraska Game and Parks Commission.
- E. The term "FWS" as used herein means the U. S. Fish and Wildlife Service, Department of the Interior.
- F. The term "Fund Assistance" or "Fund" refers to the financial resource created and maintained through authority and operation of the **Federal Aid in Wildlife Restoration Act**.

Part II

Special Project Terms and Provisions

By virtue of authority contained in Sections 13-801 to 13-807 inclusive, Revised Statutes of Nebraska, the State of Nebraska, represented by the Nebraska Game and Parks Commission, hereinafter referred to as the Commission, does on this day hereby enter into an Project Agreement with the City of Grand Island, hereinafter referred to as the Grant Partner, for the purpose of executing and administering the provisions of the **Federal Aid in Wildlife Restoration Act**, hereinafter referred to as the WR Act, as applicable to agreement of this nature.

In consideration of the covenants of the Grant Partner as hereinafter set forth, including such project plans, specifications and estimates as may be attached hereto and made a part of this agreement, the Commission hereby agrees to obligate to the Grant Partner the amount of money specified herein, contingent upon federal funds available and proper submittal of paid invoices and following the Shooting Range Grant Program guidelines, to reimburse the Grant Partner all appropriate federal funds received for project expenditures.

The Grant Partner agrees to execute the project stage as set forth herein in a timely and businesslike manner for the purposes intended and in accord with the following terms, conditions, and covenants:

The Nebraska Game and Parks Commission shall not be held liable for default or breach of this agreement should the Grant Partner assign, sublease, contract or lease this recreation facility. The Grant Partner, by utilizing funds resulting from this Project Agreement, shall assume all liability from action resulting from the normal or abnormal use of the facility provided by this document. Unless stated otherwise, the following terms and provisions must occur on an annual basis for a period of no less than 15 years from the official date of project completion. The Grant Partner agrees to develop all shooting facilities in accordance with current National Rifle Association standards. In the event the Grant Partner cannot fulfill the terms of this Project Agreement, the Grant Partner will reimburse the Commission for the amount provided in the grant program at a pro-rated amount determined by the Commission. The Grant Partner agrees to design and develop all facilities, structures and developments in accordance with modern acceptable engineering standards and designs using accepted guidelines for public safety.

A. Purpose

The purpose of this Project Agreement is to improve hunting and shooting sports development in central Nebraska and expand access to advanced shooting sports training by:

1. Designing and constructing one Olympic Bunker Trap and associated amenities
 - a. To house 17 machines and storage
 - b. All concrete and steel construction (144' x 14')
 - c. Associated electrical and concrete walk paths
 - d. 15 trap machines (such as the 185E LaPorte Olympic Trench)
 - e. Associated Control Shed, shooter pavilion (~20'x60'), parking, grounds work, electrical
2. Purchase and install 15 Olympic Bunker Traps and associated controls, hardware, microphones, and card systems

B. Plans and Specifications

- a. In accordance with the specifications prepared and approved by the City of Grand

Island or a third-party engineering consultant, and attached hereto as Exhibit A, and upon federal approval of the project, Grant Funds will be utilized to design and construct one Olympic Bunker Trap Complex to include:

Construction and labor

- Survey, engineering, and design
- Control Shed
- Shooter pavilion (~20' x 60')
- Parking lot extension for ~27' x 560' area to NW of existing parking
- Irrigation, seeding and fencing
- Doors and ramping modifications
- Steel support brackets for 17 trap machines
- Concrete work
 - ~4' x 230' sidewalk extension
 - Shooter pavilion pad ~40' x 12'
- Fire exit in Bunker

Electrical and labor

- Operational computer systems equipment
- Field lighting and electrical (three – 30' poles with four LED fixtures on bullhorns and concrete bases)

Trap Machines and associated controls

- 15 trap machines (such as the Laporte 185E Olympic Trench)
- Trap Voice Olympic Trap Control System and backup system
- 5 Microphones, stands and sequencing control programs
- Chip card system with codes, counts and controls and cards

C. Fees for Public Access

Access must be granted to the public, without need for any membership, during an acceptable and reasonable period of time throughout the year as outlined in Section H, below. The Grant Partner may charge a standard daily or program user fee provided the fee is non-discriminatory, is not excessive for normal fees of this use in the region and the funds generated are utilized solely to cover costs of expendables (targets, ammunition, back stops, other shooting supplies) and or facility maintenance and upkeep. The user fee shall not be used to produce additional revenue for the Grant Partner.

If the Grant Partner determines to collect a user fee for use of the facilities built in this project a complete fee schedule containing all charges to be assessed against those using the facilities must be submitted for approval. Any net revenues accruing from the operation of the facilities must be separately accounted for and reserved by the project sponsor for the future operation, maintenance and/or expansion of the facility or, with the Commission's approval, for construction of other recreational shooting or archery facilities.

All normal operation and maintenance fees and schedules are to be carried out or directed by the Grant Partner or their partnering organizations or clubs in an acceptable manner.

The Grant Partner will keep accurate accounting of all revenues and expenditures and shall provide to the Commission a yearly summary of fees collected and an explanation of how fees were expended. The Commission may review the Grant Partner's accounting on an annual basis if requested.

D. Term

The facilities must remain available to public access for a period of no less than 15 years, as outlined in this Project Agreement.

E. Hunter Education

The shooting facility must be available, free of charge, for use, at any time, by the Nebraska Hunter Education Program, their volunteer instructors and students in an acceptable manner to facilitate educational use during activities concurrent with the Hunter Education Program.

F. Public Access to the Facility

The Grant Partner agrees to provide for a maximum number of public use days to the extent possible, as outlined below. Public use days may be the result of open public memberships, open public shooting events, hunter education events and hunter outreach events and shall include:

1. At least six hunter/shooting sports outreach programs annually in accordance with the Nebraska Game and Parks Commission Outdoor Skills Programs and may include shooting or hunting programs designed to recruit, retain and reactivate youth, women or families.
2. At least two Hunter Education Courses annually at this new facility as scheduled by the Grant Partner. If this requires Hunter Education Instructor certification of volunteers from the Grant Partner, the Grant Partner agrees to pursue such certification in a timely manner.
3. Year round use of the facility, free of charge, for the Nebraska Hunter Education Program, as requested, with dates and times to be mutually agreed to.
4. Use of the facility by collegiate shooters for the purpose of instruction, recreation, practice and tournaments
5. Developing and supporting at least one 4H shooting sports club/program at the new facility and to make the facility available free of charge for 4H shooting sports programs, as requested with dates and times to be mutually agreed upon.
6. Opening the facility to the general public at least ten days per month for open public shooting for a minimum of 60 hours per month.
7. Hosting league shooting and to make such opportunities available to the general public without requiring an annual membership.

G. Repayment of Funds to the Commission

In the event the Grant Partner is not able to comply with all aspects of this Project Agreement for the specified period of time, the value of funds provided may be reimbursed to the Commission

at a pro rated amount determined by the Commission.

Part III General Terms and Provision

- A. Duration. The term of this Project Agreement is for the period identified and date under Part II, Special Project Terms and Provisions section of this Project Agreement.
- B. Separate Entity. This Project Agreement creates no separate legal or administrative entity since none is required to carry out the purposes of this Project Agreement.
- C. Funding. The Grant Partner will not receive a cash grant for completion of the project. Instead, the Grant Partner must pay all bills and invoices and then seek reimbursement from the State using available federal funds.
 - 1. The State hereby agrees to obligate to the Grant Partner the amount of money specified herein, contingent upon available federal funds, to reimburse the Grant Partner all appropriate federal funds received for project expenditures. Furthermore, the State will reimburse available federal funds to the Grant Partner upon receipt of validated requests for payment or project costs after project completion; provided that the request for reimbursement is no greater than 75% of the actual expense incurred on the project according to the terms of this Project Agreement, and the Grant Partner or designated third party provides a minimum of 25% match toward this project. The 25% match can be in the form of cash, volunteer labor or donated goods, etc. but must be approved by the Commission prior to disbursement of funds and consistent with the budget provided by the Grant Partner.

The Grant Partner agrees to submit properly documented statements of costs for which grant funds are sought for approved grant activities on a form which will be supplied by the Commission. Proper documentation shall be considered to be original invoices containing the name, address and social security number or federal tax identification number of the vendor; and an itemized list of services or goods with costs and the date of service or delivery. These statements and reports shall be signed by the authorized representative of the Grant Partner.

To be eligible for matching assistance, project costs must be incurred after the federal project approval date. The only costs incurred prior to federal project approval that are eligible for retroactive reimbursement are architectural/engineering, archaeological literature search, and grant application preparation fees. Donations of equipment, labor, and materials must be contributed after federal grant approval. Cash contributions may be received at any time.

- 2. The Grant Partner shall budget for their share of the costs and provide a copy of a resolution, motion or similar action duly adopted by the governing body of the Grant Partner which states the following in part:

- (a) that it has the intention and ability to finance its share of the cost of the project.
- (b) that designates a person as the official representative of the Grant Partner to act in connection with the project proposed under this Project Agreement.
- (c) that it agrees to operate and maintain, at its sole expense, or cause to be operated and maintained, the property or facilities acquired or developed pursuant to this Project Agreement in the manner and according to the standards set forth in this Project Agreement, including, but not necessarily limited to the following:
 - (1) The property shall be maintained so as to appear attractive and inviting to the public.
 - (2) Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local public health standards.
 - (3) Reasonable precautions will be taken for public safety which are commensurate with the use and objectives of the property and facilities developed under this Project Agreement.
 - (4) Buildings, roads, trails and other structures and improvements shall be kept in reasonable repair so as to prevent undue deterioration and to encourage public use.
 - (5) The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
 - (6) The project area will be posted with informational signs acknowledging the financial assistance received from the State and FWS as provided by the Commission.
 - (7) Facilities in whole or in part will be available for use by persons with disabilities.

3. The Grant Partner further agrees to provide the State with:

- (a) A project boundary map which includes the area to be developed under the project.
- (b) **Evidence of ownership of the property in the form of a "Title Opinion" or some other evidence of adequate control for the normal life of the facilities.**

D. Project Termination. The essence of this Project Agreement is a net gain in the quality of public outdoor recreation facilities and resources which shall become available to the citizens of the Grant Partner and the State through the execution of this Project Agreement. Failure of the Grant Partner to comply with the terms of this Project Agreement, except as provided herein, shall be

cause for termination and suspension of all obligations of the State and Commission hereunder and of any future Federal assistance to the Grant Partner under the WR Act. The Grant Partner, if project is terminated, agrees to reimburse the Commission as specified in Part I of this document.

- (1) The Commission may temporarily suspend assistance under the project pending corrective action by the Grant Partner or pending a decision to terminate the grant by the Commission.
- (2) The Grant Partner may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified or amended by the Grant Partner only by mutual agreement.
- (3) The Commission may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Commission will promptly notify the Grant Partner in writing of the determination and the reasons of the termination together with the effective date. Payments made to the Grant Partners under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- (4) The State may terminate grants in whole or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. The Grant Partner shall not incur new obligation for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The State may allow full credit to the Grant Partner for the share of non-cancelable obligations, properly incurred by the grantee prior to termination.
- (5) Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Political Subdivision and the Commission or that all funds provided under the WR Act be returned to the Commission.

E. Real Property. The State will not hold the title to the real property in the event of termination of the project or in the event that the project is completed in accord with this Project Agreement.

F. Breach of Contract. The Grant Partner agrees that the benefit to be derived by the State and the United States from full compliance by the Grant Partner with the terms of this Project Agreement is the preservation, protection and a net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Fund assistance under the terms of this Project Agreement. The Grant Partner agrees, therefore, that payment by the Grant Partner to the State of an amount equal to the amount of assistance extended under this Project Agreement by the State would be inadequate compensation to the State for any breach by the Grant Partner of this Project Agreement. The Grant Partner further agrees, therefore, that the appropriate remedy in the event

of a breach by the Grant Partner of this Project Agreement shall be the specific performance of this Project Agreement or repayment of the Grant Funds to the Commission at a pro-rated amount based upon the amount of time the Grant Partner utilized the facilities after receipt of Grant Funds.

- G. Nondiscrimination. The undersigned is subject to Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, disability or sex (in educational programs or activities). Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, disability or sex (in educational programs or activities). The Grant Partner shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fee may be maintained on the basis of residence as set forth in the Manual.
- H. Applicable Federal Circulars. The Grant Partner shall comply with applicable regulations, policies, guidelines and requirements including Office of Management and Budget Circulars A-102 (Uniform administrative requirements for grants-in-aid to State and local governments), A-133 (Audits of State and Local Governments, and Non Profit Organizations) and A-87 (Cost principles applicable to grants and contracts with State and Local Governments) as they relate to the application, acceptance and use of Federal Funds for this federally assisted project.
- I. Lobbying with Appropriated Funds. **Federal Aid in Wildlife Restoration** moneys will be used in conformance with 18 U.S.C. 1913 which states that: "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, whether before or after the instruction of any bill or resolution proposing such legislation or appropriations; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business."
- J. Conflict of Interest.
1. No official or employee of the Local, State or Federal Government who is authorized in an official capacity to negotiate, make, accept, approve or take part in any decision regarding a contract or subcontract in connection with this project, shall have any financial or other personal interest in any such contract or subcontract.
 2. No person performing services for the Local, State or Federal Government in connection with this project shall have a financial or other personal interest other than employment or retention by the Local, State or Federal Government, in any contract or subcontract in connection with this project. No officer or employee of such person

retained by the Local, State or Federal Government shall have any financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed upon the public records of the Grant Partner, and such officer, employee or person has not participated in the acquisition for or on behalf of the Grant Partner

3. No member or delegate to Congress shall be admitted to any share or part of this Project Agreement, or to any benefit to arise hereupon, unless such benefit shall be in the form of an agreement made with a corporation for its general benefit.
4. The Grant Partner, the State and the Fish and Wildlife Service shall be responsible for enforcing the above conflict of interest provisions.

K. Retention and Custodial Requirements for Records.

1. Financial records, supporting documents, statistical records, and all other records pertinent to this Project Agreement shall be retained for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final financial status report for the project.
3. The Grant Partner is authorized to substitute microfilm copies in lieu of original records.
4. The Commission, the Secretary of the Interior, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, paper and records of the Grant Partner which are pertinent to this project for the purpose of making audit, examination excerpts and transcripts.

L. Project Execution.

1. The development period shall begin with the date entered on page one (1) of the project Project Agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner, in which event the project period shall end on the date of completion or termination.
2. The Grant Partner will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be completed with reasonable diligence.
3. The Grant Partner will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (P.L. 90-480) and Section 504 of the Rehabilitation Act of 1973 (43 CFR 17), and with all State Statutes regarding handicapped accessibility, including, but not limited to, Nebraska Revised Statutes 1943, Reissue of

1976, Sections 72-1101 through 72-1124. The Grant Partner will be responsible for conducting inspections to ensure compliance with these specifications by the contractor, or self compliance in the event of force account construction projects.

4. The Grant Partner shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State and local laws and regulations.
5. In the event the project covered by the project Project Agreement cannot be completed in accordance with the plans and specifications for the project, the Grant Partner shall bring the project to a point of recreational usefulness agreed upon by the Grant Partner and the Commission.
6. The Grant Partner will provide and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications; that it will furnish progress and final reports and other such information as the Commission may require.
7. The Grant Partner will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project Project Agreement. In addition, the Grant Partner will comply with all State Statutes regarding acquisition of real property and relocation including, but not necessarily limited to, Neb. Rev. Stat. SS 25-2501 through 2506 (Reissue 1985) and Neb. Rev. Stat. SS 76-1201 through 76-1213 (Reissue 1981).
8. The Grant Partner will comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control and abatement of water pollution, and Executive Order 11990, relating to the protection of wetlands.
9. The Grant Partner will comply with all applicable State Statutes regarding acquisition and/or development of flood plains including, but not necessarily limited to, Neb. Rev. Stat. SS 2-1506.01 through 1506.27 (Reissue 1983).
10. The Grant Partner will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, (P.L. 93-234) 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form

of direct or indirect Federal assistance.

11. The Grant Partner will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify the Commission of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA. The Grant Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970. The Grant Partner further agrees to insert this clause into any contract or subcontract in excess \$100,000.00.
12. In accord with Section 106 of the National Historic Preservation Act and its implementing regulations 36 CFR 800, the Grant Partner agrees to stop all work and to notify the Nebraska Game and Parks Commission and the State Historic Preservation Officer, Nebraska State Historical Society in the event that archeological remains are uncovered during the process of project construction. The Grant Partner further agrees to defer all work until such time that the Nebraska State Historical Society has inspected the site and has authorized work activities to resume.

M. Construction Contracts.

1. Contracts for construction in excess of \$10,000.00 shall be awarded through a process of competitive bidding involving formal advertising, with adequate purchase description, sealed bids and public openings. Copies of all advertisements, bids and a copy of the contract shall be retained for inspection by the Commission. In the event that State and local laws require competitive bidding on contracts in amounts of less than \$10,000.00, the lower amount shall govern.
2. The Grant Partner shall inform all bidders on contracts for construction that Federal and/or State funds are being used to assist in construction.
3. Written change orders shall be issued for all necessary changes in the facility being constructed under contract. Such change orders shall be submitted to the Commission for approval and shall be made a part of the project file and be kept available for audit.
4. Contracts for construction shall include a provision for compliance with the Copeland "Anti-kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR, Part 3).
5. The Grant Partner will comply with other procurement standards of OMB Circular A-102 Attachment 0, except for provisions related to compliance with Davis-Bacon Act requirements (unless required by a program providing supplemental funding). Should supplemental funding be provided which requires compliance with Davis-Bacon Act requirements all construction contracts awarded by the Grant Partner in excess of \$2,000.00 shall include a provision for compliance with such Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5).

6. The Grant Partner shall comply with Executive Order 11246, as amended, regarding equal opportunity for all persons without regard to race, color, religion, sex or national origin, employed or seeking employment with contractors performing under federally assisted construction contracts. In addition to Executive Order 11246, the following specific requirements shall be carried out by the Grant Partner:
 - a. The Grant Partner shall include the following in solicitation for offers and bids on federally assisted construction contracts over \$10,000.00: (1) "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity," including goals which are to be inserted by contracting officer or applicant. (2) "Standard Federal Equal Employment Opportunity Construction Contract Specification."
 - b. The Grant Partner shall include the following in construction contracts over \$10,000.00:
 - a. Equal Opportunity Clause.
 - b. "Standard Federal Equal Opportunity Construction Contract Specification."
 - c. A Non-Segregated Facilities Certification signed by the prime contractor and subcontractor.
 - c. The Grant Partner shall provide notice of contract awards subject to these provisions to Director of (OFCCP) the Office of Federal Contract Compliance Program within 10 days after the award (Notice includes name, address and telephone number of contractor, employer identification number, dollar amount of contract, estimated starting and completion dates, contract number and geographic area in which the contract is to be performed).
 - d. The Grant Partner shall cooperate with the Director of FWS and Director of the OFCCP in the implementation of the program.
 - e. The Grant Partner shall ensure that EEO posters are displayed in Federally assisted construction sites.
 - f. The Grant Partner shall ensure that contractors engaged in Federally assisted construction contracts are providing data and reports to the appropriate OFCCP regional office as required or requested.
 - g. The Grant Partner shall ensure that the provisions of the Equal Opportunity Clause are followed for construction contracts involving force account labor.
 - h. The Grant Partner shall carry out sanctions and penalties imposed upon the federally assisted construction contractor or subcontractor by the Secretary of Labor pursuant to

the Executive Order 11246, as amended, and refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Executive Order 11246, as amended.

- i. The Grant Partner shall incorporate, or cause to be incorporated, into all construction contracts exceeding \$10,000.00 the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) "The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."
- (2) "The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applications will receive consideration for employment without regard to race religion, color, sex or national origin."
- (3) "The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contract's commitments under Section 202 of Executive Order No. 11246, as amended (3 CFR 169 (1974)), and shall post copies of notices in conspicuous places available to employees and applicants for employment."
- (4) "The contractor will comply with all provisions of Executive Order No. 11246, as amended, and the rules, regulations and relevant orders of the Secretary of Labor."
- (5) "The contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation and orders."
- (6) "In the event of the contractor's non-compliance with the non-discrimination

clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246, amended, and such other sanctions may be imposed and remedies invoked provided in Executive Order No. 11246, as amended, or by rules, regulations order of the Secretary of Labor, or as otherwise provided by law."

- (7) "The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

N. The Grant Partner shall: (1) comply with the above provisions in construction work carried out by itself, (2) assist and cooperate actively with the Secretary of the Interior and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the above contract provisions and with the rules, regulations and relevant orders of the Secretary of Labor, (3) obtain and furnish to the Secretary of the Interior and to the Secretary of Labor such information as they may require for the supervision of such compliance, (4) enforce the obligations of contractors and subcontractors under such provisions, rules, regulations and orders, (5) carry out sanctions and penalties for violation or such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the Secretary of the Interior pursuant to Part II, Subpart D, of Executive order No. 11246, as amended, and (6) refrain from entering into any contract with a contractors debarred from Government contracts under Part II, Subpart D, of Executive Order No. 11246, as amended. In addition, the Grant Partner agrees that if it fails or refuses to comply with these requirements, the State may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

O. The Grant Partner shall comply with Executive Order 12432, Minority Business Enterprise Development by:

- a. Placing minority business firms on bidder's mailing lists.
- b. Soliciting these firms whenever they are potential sources of supplies, equipment, construction or services.
- c. Where feasible, dividing total requirements into smaller needs, and setting delivery

schedules that will encourage participation by these firms.

- d. Using the assistance of the Minority Business Development Agency of the Department of Commerce, the Small Business Administration, the Office of Small and Disadvantaged Business Utilization, Department of the Interior (DOI), the Business Utilization and Development specialists who reside in each DOI bureau and office and similar State and local offices where they exist.
- e. Reporting quarterly on all active projects approved after September 30, 1984 which involve \$500,000.00 or more in Fund assistance (except for acquisition projects). Such reports will be submitted on a DI-1925 (Attachment A) to the FWS Office. The first report will be submitted prior to the commencement of any construction.

P. Project Administration.

- 1. The Grant Partner shall promptly submit such reports and documentation as the Commission may request.
- 2. Properties and facilities acquired or developed with Federal assistance shall be available for inspection by the Commission and/or the FWS at any time.
- 3. The Grant Partner may use any generally accepted accounting system, provided such system meets the minimum requirements set forth in the Manual and supplemental instructions which may be issued by the Commission.
- 4. Any deviations, which result in a change of project scope or objectives, shall be submitted for prior approval.
- 5. The acquisition cost of real property shall be based upon value determined by a licensed appraiser. The reports of such appraisers shall be submitted to the Commission for approval.
- 6. All development plans and specifications shall be submitted for approval by the Commission prior to commencement of any site preparation or construction and no such site preparation or construction may be undertaken until so approved. Such plans and specifications must be prepared by an architect or engineer that is registered in the State of Nebraska. When approved, development plans and specifications will become part of this project Project Agreement and execution of the project must be in accord with the approved plans and specifications.

- Q. A final inspection will be made and a final performance report prepared by the

Commission prior to making final payment to the Grant Partner.

- R. It is expressly agreed that upon the completion of this project, the Grant Partner will operate and maintain the completed facility for a period of at least 15 years or for the life of the developments, whichever is the longest period. A user fee will not be charged for Hunter Education Access.
- S. Indemnification and Hold Harmless. The Grant Partner agrees to hold harmless, indemnify, and defend the State, its agencies, Commissions, officers, and employees from all claims, demands, suits, and judgments which may result from any loss or damage to property or injury or death of any persons on the PROJECT SITE or in any other way connected with the issuance of the Grant Funds.
- T. Legal Authority. By entering into this Project Agreement, the Grant Partner is stating that
it has the legal authority to carry out all terms of this Project Agreement unencumbered for the full duration of this Project Agreement and the Grant Partner represents that it has
the ability and will to operate and maintain the property described in this project Project Agreement, has sufficient funds to meet the non-federal share of the project cost and upon project completion sufficient funds shall be made available to operate and maintain the site and facilities consistent with Federal Aid to Wildlife Restoration Act (16 U.S.C. 699-669i), the rules and regulations of the U.S. Fish Wildlife Service, (hereafter referred to as the "Federal Agency") , the Commission and other federal, state and local regulations for such facilities.

In Witness whereof, the parties hereto have executed this Project Agreement as of the date entered on the first page hereof and the covenants herein shall extend to and be binding upon the successors of the parties to this Project Agreement.

**STATE OF NEBRASKA
GAME AND PARKS COMMISSION**

Christy Firestone
Name
Comm. Dir
Title
8/1/17
Date

**CITY OF GRAND ISLAND
GRANT PARTNER**

Maureen Ferguson
Name
City Administrator
Title
7-25-17
Date

RESOLUTION 2017-282

WHEREAS, the Heartland Public Shooting Park is owned and operated by the City of Grand Island, Nebraska; and

WHEREAS, the Grand Island Skeet and Sporting Clays Club approached the City with the idea of adding a new Olympic Bunker Trap Range venue at the Heartland Public Shooting Park; and

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP's) to provide and install an Olympic Bunker Trap Site Additions for such project; and

WHEREAS, on September 26, 2017 one (1) request for proposal was received, opened and reviewed; and

WHEREAS, Chief Construction from Grand Island, Nebraska submitted a proposal for such project in accordance with the Request for Proposals; and

WHEREAS, a proposal amount of \$248,903.00 has been negotiated.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Chief Construction from Grand Island, Nebraska to provide and install an Olympic Bunker Trap Site Additions at the Heartland Public Shooting Park is hereby approved at a cost of \$248,903.00.

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Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 14, 2017	☐ City Attorney