
City of Grand Island



Tuesday, November 6, 2018
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, Grand Island, NE 68801

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 Parker Loghry, 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, November 6, 2018

Council Session

Item C-1

Recognition of Barry Burrows, Grounds Management Crew Chief with the Parks and Recreation Department for 20 Years of Service with the City of Grand Island

The Mayor and City Council will recognize Barry Burrows, Grounds Management Crew Chief with the Parks and Recreation Department for 20 years of service with the City of Grand. Mr. Burrows was hired as a Maintenance Worker II on November 16, 1998 and was promoted to his current position of Grounds Management Crew Chief on October 16, 2017. We congratulate Mr. Burrows on his dedicated service to the City of Grand Island for the past 20 years.

Staff Contact: Mayor Jeremy Jensen

Twenty Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

BARRY BURROWS

For your Loyalty, Diligence, and Dedicated Service During Your Tenure With



Todd McCoy

Department Director

Sam L. Jager

Mayor

10/30/2018

Date

10/30/2018

Date



City of Grand Island

Tuesday, November 6, 2018

Council Session

Item E-1

Public Hearing on Request from LaMexicana, Inc. dba La Mexicana, 3333 Ramada Road, Suite B for an Addition to their Class “I-122455” Liquor License

Council action will take place under Consent Agenda item G-2.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: November 6, 2018

Subject: Public Hearing on Request from LaMexicana, Inc. dba La Mexicana, 3333 Ramada Road, Suite B for an Addition to Class “I-122455” Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

LaMexicana, Inc. dba La Mexicana, 3333 Ramada Road, Suite B has submitted an application for an addition to their Class “I-122455” Liquor License. The request is to add an area of approximately 37’ x 28’ to the north of the current license.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, and Health Departments.

The request is to add a 37’ x 28’ indoor area to the north side of their current license. Staff is recommending approval contingent upon final inspections.

Alternatives

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

1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve the application contingent upon final inspections.

Sample Motion

Move to approve the application for an addition to LaMexicana, Inc. dba La Mexicana, 3333 Ramada Road, Suite B Liquor License "I-122455" for an addition of an indoor area of approximately 37' x 28' to the current liquor license contingent upon final inspections.



City of Grand Island

Tuesday, November 6, 2018

Council Session

Item E-2

Public Hearing on Acquisition of Utility Easement - North of US Highway 30 and West of Shady Bend Road - North Shady Bend Road, LLC

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: November 6, 2018

Subject: Acquisition of Utility Easement – North of US Highway 30 and West of Shady Bend Road – North Shady Bend Road, LLC

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 North Shady Bend Road, LLC, located through a part of Lot Two (2), Terminal Grain Subdivision, in the City of Grand Island, Hall County, Nebraska (North of US Highway 30 and West of Shady Bend Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The Utilities Department has an existing overhead power line located on Lot Two (2), Terminal Grain Subdivision. The property to the north (Lot One) is owned by the Aurora Cooperative Elevator Company. They are in the process of upgrading their electrical service. The Utilities Department needs to acquire two ten (10) foot easements across Lot Two (2) for the extension of underground power lines for the Co-op's upgrade.

Alternatives

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

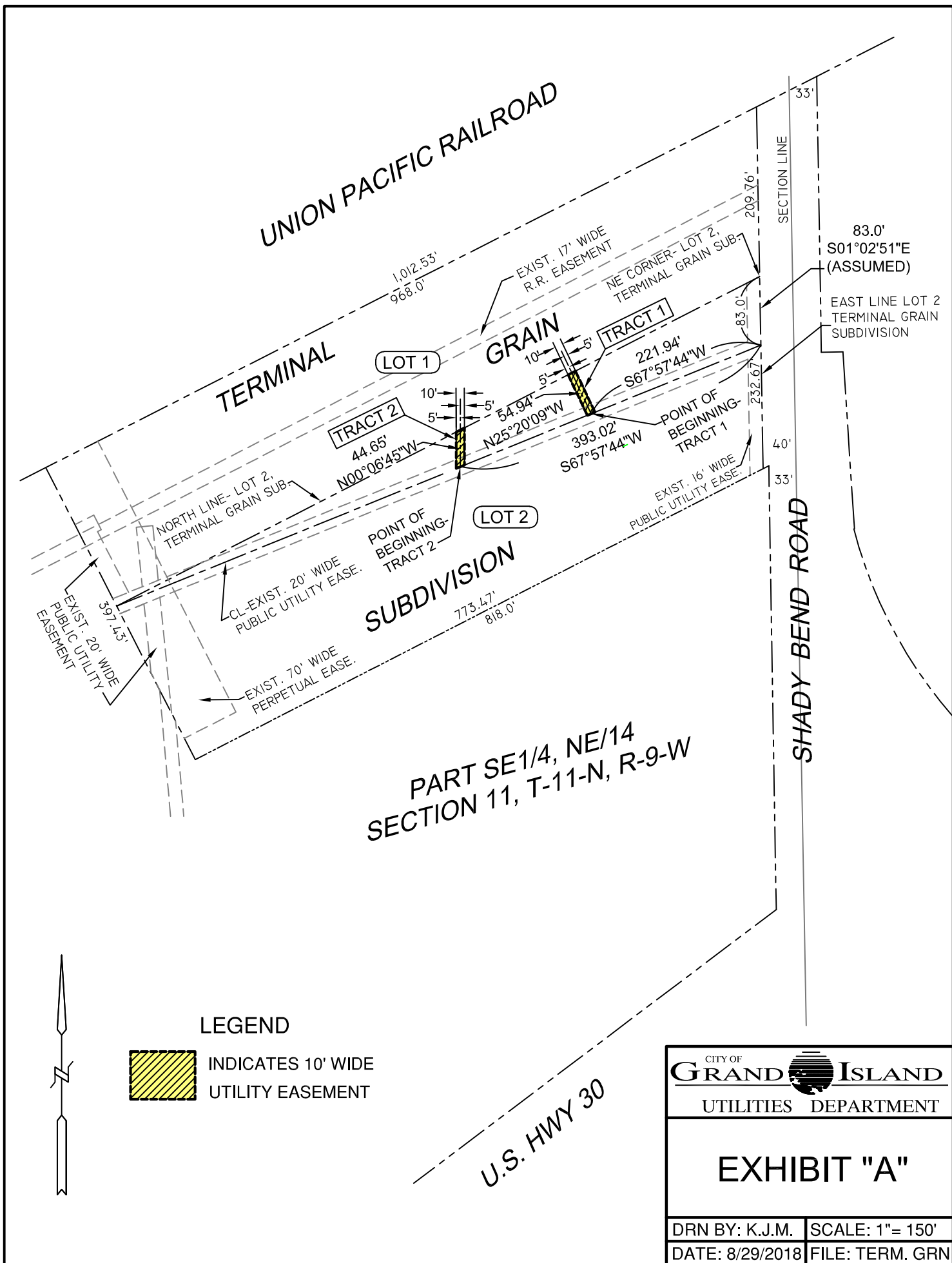
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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, November 6, 2018

Council Session

Item E-3

Public Hearing on Acquisition of Public Right-of-Way in Haggess' Subdivision- Hall County School District 2; 1621 West Stolley Park Road (Parcel No. 400041634) and 2019 William Street (Parcel No. 400041642)

Council action will take place under Consent Agenda item G-7.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 6, 2018

Subject: Public Hearing on Acquisition of Public Right-of-Way in Hagges' Subdivision- Hall County School District 2; 1621 West Stolley Park Road (Parcel No. 400041634) and 2019 William Street (Parcel No. 400041642)

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

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. With the construction of the new Stolley Park Elementary School improvement of traffic flow and safety is necessary. Hall County School District 40-0002 a/k/a Grand Island Public Schools (GIPS) offered to equally share with the City of Grand Island the cost of improvements to William Street to accommodate such enhancements, which requires additional public right-of-way in the area.

Discussion

To allow for realignment of William Street GIPS is dedicating additional public right-of-way to the City to accommodate this project (see attached sketches).

Alternatives

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

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

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public right-of-way.

Sample Motion

Move to conduct a Public Hearing and approve the acquisition of the public right-of-way.

RIGHT-OF-WAY
HALL COUNTY SCHOOL DISTRICT #002

STOLLEY PARK ROAD

PART NW1/4
SECTION 28-T11N-R9W

PART LOT 27
HAGGES' SUB

LOT 26
HAGGES' SUB

PART LOT 33
HAGGES' SUB

EAST 6' OF LOT 33
& LOT 34
HAGGES' SUB

WILLIAM STREET

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	228.50	23°51'21"	95.14	S21°14'38"W	94.45
C2	168.50	15°12'59"	44.75	S25°33'49"W	44.62
C3	168.50	2°13'32"	6.54	S16°50'33"W	6.54

LEGEND

- FOUND CORNER
- SET CORNER (5/8" REBAR W/CAP)
- NEW R.O.W. BOUNDARY LINE
- - - PROPERTY LINE
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- P PLATTED DISTANCE
- D DEEDED DISTANCE

P.O.B.

HAGGE AVENUE

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF LOT 27, HAGGES' SUBDIVISION, AND PART LOT 33, HAGGES' SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF WILLIAM STREET AND THE NORTH RIGHT-OF-WAY LINE OF HAGGE AVENUE, AND ALSO BEING THE SOUTHWEST CORNER OF LOT 33, HAGGES' SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N00°40'21"W, ALONG THE EAST RIGHT-OF-WAY LINE OF WILLIAM STREET, ALSO BEING THE WEST LINE OF SAID LOT 33, A DISTANCE OF 150.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 33, ALSO BEING THE SOUTHWEST CORNER OF LOT 27, HAGGES' SUBDIVISION; THENCE N00°12'10"E, ALONG SAID EAST RIGHT-OF-WAY LINE, ALSO BEING THE WEST LINE OF SAID LOT 27, A DISTANCE OF 140.21 FEET; THENCE N36°09'08"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 13.35 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STOLLEY PARK ROAD, ALONG BEING ON THE NORTH LINE OF SAID LOT 27; THENCE N89°15'23"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, ALSO BEING SAID NORTH LINE OF LOT 27, A DISTANCE OF 67.83 FEET TO NORTHEAST CORNER OF SAID LOT 27, ALSO BEING THE NORTHWEST CORNER OF LOT 26, HAGGES' SUBDIVISION; THENCE S00°05'57"W, ALONG SAID WEST LINE OF LOT 26, A DISTANCE OF 23.51 FEET; THENCE N89°46'12"W A DISTANCE OF 10.82 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 23°51'21", HAVING A RADIUS OF 228.50 FEET, AND CHORD BEARING S21°14'38"W A CHORD DISTANCE OF 94.45 FEET TO A POINT OF CONTINUED CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 15°12'59", HAVING A RADIUS OF 168.50 FEET, AND CHORD BEARING S25°33'49"W A CHORD DISTANCE OF 44.62 FEET TO A POINT OF CONTINUED CURVATURE; THENCE CONTINUING AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 02°13'32", HAVING A RADIUS OF 168.50 FEET, AND CHORD BEARING S16°50'33"W A CHORD DISTANCE OF 6.54 FEET; THENCE S00°25'14"W A DISTANCE OF 143.78 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF HAGGE AVENUE; THENCE S89°27'19"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 7.14 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 8336.04 SQUARE FEET OR 0.191 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, JAI JASON ANDRIST, A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION.

Name:

Jai Jason Andrist, L.S. #630, August 25, 2018



PROJECT NO: 2018-0562

DRAWN BY: JMJ

DATE: 08.13.2018

RIGHT-OF-WAY

MOLSSON ASSOCIATES

201 East 2nd Street
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

EXHIBIT

1



City of Grand Island

Tuesday, November 6, 2018

Council Session

Item E-4

Public Hearing on Acquisition of Public Right-of-Way in Industrial Foundation Subdivision; South of Schimmer Drive, West of Blaine Street (Parcel No. 400209144, 400209146, 400209147, and 400209148- PVIPE, LLC)

Council action will take place under Consent Agenda item G-8.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 6, 2018

Subject: Public Hearing on Acquisition of Public Right-of-Way in Industrial Foundation Subdivision; South of Schimmer Drive, West of Blaine Street (Parcel No. 400209144, 400209146, 400209147, and 400209148- PVIPE, LLC)

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

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. The developer of Industrial Foundation Subdivision, PVIPE, LLC, has offered the dedication of public right-of-way to allow further development of the surrounding area with public access.

Discussion

To allow for temporary turn arounds at the end of the platted streets within Industrial Foundation Subdivision it is necessary that a portion of such be dedicated to the City as public right-of-way (see attached sketches). It is anticipated that the next phase of this subdivision will complete the streets.

Alternatives

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

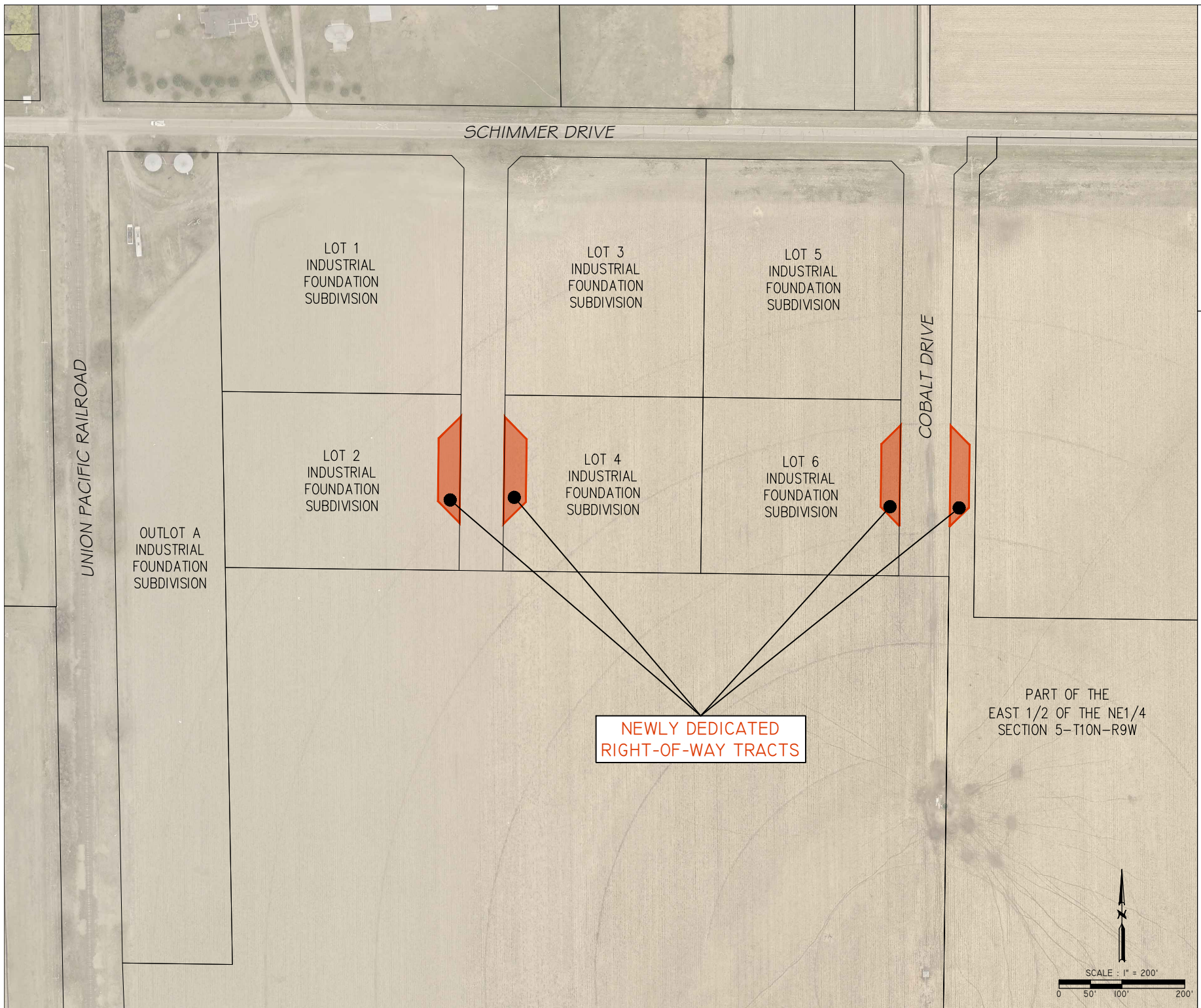
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approved acquisition of the public right-of-way.

Sample Motion

Move to conduct a Public Hearing and approve the acquisition of the public right-of-way.





City of Grand Island

Tuesday, November 6, 2018

Council Session

Item G-1

Approving Minutes of October 23, 2018 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
October 23, 2018

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 October 23, 2018. Notice of the meeting was given in *The Grand Island Independent* on October 17, 2018.

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

INVOCATION was given by Father Jim Golka, St. Mary's Cathedral, 204 South Cedar Street followed by the PLEDGE OF ALLEGIANCE.

BOARD OF EQUALIZATION: Motion by Minton, second by Haase to adjourn to the Board of Equalization. Motion adopted.

#2018-BE-7 - Consideration of Determining Benefits for Lots One (1) and Two (2) in new Subdivided Carey Subdivision in Water Main District 430T - Stuhr Road and Bismark. Utilities Director Tim Luchsinger reported that Water Main District 430T was originally created in 2000 for installation of municipal water mains along Stuhr Road between Swift Road and Bismark Road, and along Bismark Road from Stuhr Road to Cherry Street. Lot One (1) had recently been re-subdivided as Lot One (1) and Lot Two (2) Carey Subdivision. It was recommended the connection fee be proportionally split between the current two lots with new connection fees.

Motion by Haase, second by Paulick to approve Resolution #2018-BE-7. Upon roll call vote, all voted aye. Motion adopted.

#2018-BE-8 - Consideration of Determining Benefits for Water Main District 471T - Hwy. 34 & Locust Street. Utilities Director Tim Luchsinger reported that Water Main District 471T provided for a 20" diameter water main to be extended under Highway 34 and an 8" diameter main installed along the north side of Highway 34, east of the Locust Street intersection. The recommended connection fees for the properties within the district's boundary was \$51,744.19.

Motion by Haase, second by Donaldson to approve Resolution #2018-BE-8. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Minton, second by Fitzke to return to Regular Session. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Request from Franco Entertainment, LLC dba Level Up Bar and Arcade, 115-117 West 3rd Street for a Class “I” Liquor License. City Clerk RaNae Edwards reported that an application for a Class “I” Liquor License had been received from Franco Entertainment, LLC dba Level Up Bar and Arcade, 115-117 West 3rd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on September 18, 2018; notice to the general public of date, time, and place of hearing published on October 13, 2018; notice to the applicant of date, time, and place of hearing mailed on September 25, 2018; along with Chapter 4 of the City Code. Staff recommended forwarding a no recommendation to the Liquor Control Commission. Mark Porto, Attorney for the applicant, 233 North Locust Street spoke in support. No further public testimony was heard.

Public Hearing on Request from Azteca Market, LLC dba Azteca Market, 103 West 3rd Street for a Class “D” Liquor License. City Clerk RaNae Edwards reported that an application for a Class “D” Liquor License had been received from Azteca Market, LLC dba Azteca Market, 103 West 3rd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on September 18, 2018; notice to the general public of date, time, and place of hearing published on October 13, 2018; notice to the applicant of date, time, and place of hearing mailed on September 25, 2018; along with Chapter 4 of the City Code. Staff recommended forwarding a no recommendation to the Liquor Control Commission. Mark Porto, Attorney for the applicant, 233 North Locust Street spoke in support. No further public testimony was heard.

Public Hearing on Request from Franco Entertainment, LLC dba The Brick House, 115-117 West 3rd Street for a Change of Location for Class “I-119813” Liquor License to 103 West 3rd Street. City Clerk RaNae Edwards reported that an application for a change of location for the Class “I-119813” Liquor License had been received from Franco Entertainment, LLC dba The Brick House, 115-117 West 3rd Street to 103 West 3rd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on September 11, 2018; notice to the general public of date, time, and place of hearing published on October 13, 2018; notice to the applicant of date, time, and place of hearing mailed on September 25, 2018; along with Chapter 4 of the City Code. Staff recommended forwarding a no recommendation to the Liquor Control Commission. Mark Porto, Attorney for the applicant, 233 North Locust Street spoke in support. No further public testimony was heard.

Public Hearing on Request to Rezone Property located at 4055 Trust Street from RD- Residential Development to Amended RD – Residential Development (The Evangelical Lutheran Good Samaritan Society). Regional Planning Director Chad Nabity reported that the Evangelical Lutheran Good Samaritan Society of Sioux Falls, South Dakota proposed to build up to 30 units of apartments to a perimeter building with 52 units of apartments. The development provides dwelling units for retirement age persons ranging from independent living to skilled care. Staff recommended approval. No public Testimony was heard.

Public Hearing on Amendment to the Redevelopment Plan for CRA No. 1 located at 411 West 3rd Street (Paramount Development, LLC). Regional Planning Director Chad Nabity reported

that Paramount Development LLC had submitted an application for tax increment financing to aid in the redevelopment of property to prepare for the construction of 4 upper floor apartments and necessary exiting in westerly portion of the old Sears building at 411 West 3rd Street. Staff had prepared a redevelopment plan for this property consistent with the TIF application. Staff recommended approval. Fon Depue, 308 North Locust Street spoke in support. No further public Testimony was heard.

Public Hearing on Amendment to the Redevelopment Plan for CRA No. 2 located on a Portion of the Vacant Property Southwest of South Locust Street and U.S. Highway 34 (Grand Island Hotels, LLC). Regional Planning Director Chad Nabity reported that Grand Island Hotels LLC had submitted an application for tax increment financing to aid in the redevelopment of property to prepare for the construction of a 79 unit Comfort Suites Hotel south of U.S. Highway 34 and west of Locust Street. Staff had prepared a redevelopment plan for this property consistent with the TIF application. Staff recommended approval. Ron Depue, 308 North Locust Street and Bruce Shriner, 2535 North Carleton spoke in support. No further public Testimony was heard.

Public Hearing on Declaring CRA Area #27 Blighted and Substandard located between Elm and Cleburn Street and 6th and 7th Streets (Keystone Properties). Regional Planning Director Chad Nabity reported that Andrew Marsh of Keystone Properties commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 27. The study focused on one city block of property, approximately 2.85 acres, located between 6th and 7th Streets and Elm and Cleburn Streets. Mr. Marsh had recently purchased this property with the intent of demolishing the current structure and building a new structure in its place. Staff recommended approval. Keith Marvin, David City spoke in support. No further public Testimony was heard.

Public Hearing on Acquisition of Sanitary Sewer Easement in Concept Subdivision (1723 E 4th Street- Ummel) and Ummelville Second Subdivision (1919 E 4th Street- Ummel). Public Works Director John Collins reported that a sanitary sewer easements was needed to provide access to sanitary sewer with further development of the Concept Subdivision and Ummelville Second Subdivision areas. The easement would allow access for the construction, operation, maintenance, extension, repair, replacement, and removal of sanitary sewer main within the easement. The new easement would be a total of twenty (20) feet wide. 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 ordinances numbered:

#9711 - Consideration of Request to Rezone Property located at 4055 Trust Street from RD- Residential Development to Amended RD – Residential Development (The Evangelical Lutheran Good Samaritan Society)

#9712 – Consideration of Amendments to Chapter 15 of the Grand Island City Code Relative to Electricity

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 these ordinances 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.

#9711 - Consideration of Request to Rezone Property located at 4055 Trust Street from RD- Residential Development to Amended RD – Residential Development (The Evangelical Lutheran Good Samaritan Society)

This item was related to the aforementioned Public Hearing. Staff recommended approval. Comments were made regarding the narrow road and parking.

Motion by Stelk, second by Nickerson to approve Ordinance #9711.

City Clerk: Ordinance #9711 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9711 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9711 is declared to be lawfully adopted upon publication as required by law.

#9712 – Consideration of Amendments to Chapter 15 of the Grand Island City Code Relative to Electricity

Building Department Director Craig Lewis reported that this request was to modify the City Code by revising Section 15-6 (A) Provisions for Metering. The current provisions allowed for electric meters to be located on the principal building or meter pedestals. The proposed revisions would allow the location of electric meters to be modified with prior approval. Staff recommended approval.

Motion by Paulick, second by Hehnke to approve Ordinance #9712.

City Clerk: Ordinance #9712 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9712 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9712 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Motion by Donaldson, second by Fitzke to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of October 9, 2018 City Council Regular Meeting.

Approving Minutes of October 16, 2018 City Council Study Session.

Approving Re-Appointments of Hector Rubio, Robin Hendricksen, and Tony Randone to the Interjurisdictional Planning Commission.

#2018-302 - Approving City Council Meeting Schedule for 2019.

#2018-303 - Approving Final Plat and Subdivision Agreement for Ummelville Third Subdivision. It was noted that Tommy Ummel, Sr., owner, had submitted the Final Plat and Subdivision Agreement for Ummelville Third Subdivision located west of Sky Park Road between 4th Street and the Union Pacific Railroad for the purpose of creating 2 lots on 2.11 acres of land.

#2018-304 - Approving Change Order No. 1 to Edith Abbott Memorial Library Renovation with Cheever Construction of Lincoln, Nebraska for an Increase of \$3,365.93 and a Revised Contract Amount of \$1,125,765.93.

#2018-305 - Approving Tap Fees for Lots One (1) and Two (2) in newly subdivided Carey Subdivision in Water Main District 430T - Bismark & Stuhr Road.

#2018-306 - Approving Tap Fees for Water Main District 471T - Highway 34 and Locust Street.

#2018-307 - Approving Bid Award for Burdick Station Gas Turbine Control System with ABB, Inc. of Cleveland, Ohio in an Amount of \$799,371.42.

#2018-308 - Approving Burdick Cooling Water System Engineering Services with JEO Consulting Group, Inc. of Grand Island, Nebraska in an Amount not-to-exceed \$128,000.00.

#2018-309 - Approving Bid Award for Continuous Emissions Mercury Monitoring at Platte Generating Station with Ohio Lumex Company of Solon, Ohio in and Amount of \$166,900.00.

#2018-310 - Approving Bid Award for Fuel Oil Pipe and Tank Cleaning with J & L Pipeline Services, Inc. of Tipton, Iowa in an Amount of \$177,551.36.

#2018-311 - Approving Interlocal Cooperation Agreement for a Joint Aerial Photo Project between Hall County and the City of Grand Island.

#2018-312 - Approving Acquisition of Sanitary Sewer Easement in Concept Subdivision (1723 E 4th Street- Ummel) and Ummelville Second Subdivision (1919 E 4th Street- Ummel).

#2018-313 - Approving Amendment No. 1 to Engineering Consulting Services Related to Lift Station No. 20 Upgrade and Force Main Rehabilitation & Abandonment of Lift Station No. 14; Project No. 2017-S-1 with Olsson Associates of Grand Island, Nebraska for an Increase of \$13,000.00 and a Revised Contract Amount of \$312,864.00.

#2018-314 - Approving Authorization for Emergency Sanitary Sewer Repair on the North Interceptor- Seedling Mile Road Area Change Order No. 1 with Myers Construction, Inc. of Broken Bow, Nebraska for an Increase of \$33,901.60 and a Revised Contract Amount of \$472,357.60.

#2018-315 - Approving Amendment No. 1 to Engineering Consulting Services Related to Emergency Sanitary Sewer Repair on the North Interceptor- Seedling Mile Road Area with Olsson Associates of Grand Island, Nebraska for an Increase of @.050.00 and a Revised Contract Amount of \$42,250.00.

#2018-316 - Approving Agreement with NDOT-Intermodal Planning Division for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2019 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program.

#2018-317 - Approving Certificate of Final Completion for the 2018 Asphalt Resurfacing Project No. 2018-AC-1 with Gary Smith Construction Co., Inc. of Grand Island, Nebraska.

#2018-318 - Approving Purchase of One (1) 2019 D8 Tracked Dozer with Waste Handler Arrangement for the Solid Waste Division of the Public Works Department from NMC of Omaha, Nebraska in an Amount of \$847,055.00.

#2018-319 - Approving Skid Steer Buy-Back for Streets Division of the Public Works Department from Central Nebraska Bobcat of Grand Island, Nebraska with trade-in for a Net Purchase Price of \$5,065.04.

#2018-320 - Approving Change Order #1 for Design and Construction Management Services at the Veteran's Sports Complex - Phase II with Olsson Associates of Grand Island, Nebraska for an Increase of \$120,600.00 and a Revised Contract Amount of \$495,600.00.

#2018-321 - Approving Purchase and Delivery of Infield Soil Conditioner - Ashley Park with Dakota Transport, Inc. of Hampton, Minnesota in an Amount of \$43,500.00.

RESOLUTIONS:

#2018-322 - Consideration of Request from Franco Entertainment, LLC dba Level Up Bar and Arcade, 115-117 West 3rd Street for a Class "I" Liquor License and Liquor Manager Designation for Maria Garcia, 644 E. Meves. This item was related to the aforementioned Public Hearing. Building Director Craig Lewis and State Fire Marshall Fred Hotz recommended a no recommendation due to work being done and inspections expected in the near future.

Motion by Nickerson, second by Minton to forward to the Nebraska Liquor Control Commission with no recommendation Resolution #2018-322. Upon roll call vote, all voted aye. Motion adopted.

#2018-323 - Consideration of Request from Azteca Market, LLC dba Azteca Market, 103 West 3rd Street for a Class "D" Liquor License and Liquor Manager Designation for Maria Garcia, 644 E. Meves. This item was related to the aforementioned Public Hearing.

Motion by Nickerson, second by Donaldson to forward to the Nebraska Liquor Control Commission with no recommendation to Resolution #2018-323. Upon roll call vote, all voted aye. Motion adopted.

#2018-324 - Consideration of Request from Franco Entertainment, LLC dba The Brick House, 115-117 West 3rd Street for a Change of Location for Class "I-119813" Liquor License to 103 West 3rd Street. This item was related to the aforementioned Public Hearing.

Motion by Nickerson, second by Paulick to forward to the Nebraska Liquor Control Commission with no recommendation Resolution #2018-324. Upon roll call vote, all voted aye. Motion adopted.

#2018-325 - Consideration of Amendment to the Redevelopment Plan for CRA No. 1 located at 411 West 3rd Street (Paramount Development, LLC). This item was related to the aforementioned Public Hearing.

Motion by Donaldson, second by Minton to approve Resolution #2018-325. Upon roll call vote, all voted aye. Motion adopted.

#2018-326 - Consideration of Amendment to the Redevelopment Plan for CRA No. 2 located on a Portion of the Vacant Property Southwest of South Locust Street and U.S. Highway 34 (Grand Island Hotels, LLC). This item was related to the aforementioned Public Hearing. Discussion was held regarding whether we were short of hotel space. Mr. Nabity stated at times we were and that there was a community need.

Motion by Nickerson, second by Paulick to approve Resolution #2018-326. Upon roll call vote, all voted aye. Motion adopted.

#2018-327 - Consideration of Declaring CRA Area #27 Blighted and Substandard located between Elm and Cleburn Street and 6th and 7th Streets (Keystone Properties). This item was related to the aforementioned Public Hearing. Mr. Nabity stated a multi family residential building would be built at this location.

Motion by Stelk, second by Donaldson to approve Resolution #2018-327. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Fitzke to approve the payment of claims for the period of October 10, 2018 through October 23, 2018 for a total amount of \$4,540,170.08. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:07 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, November 6, 2018

Council Session

Item G-2

#2018-328 - Approving on Request from LaMexicana, Inc. dba La Mexicana, 3333 Ramada Road, Suite B for an Addition to their Class “I-122455” Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2018-328

WHEREAS, an application was filed by LaMexicana, Inc., LLC. doing business as La Mexicana, 3333 Ramada Road, Suite B for an Addition to Class "I-122455" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on October 27, 2018; such publication cost being \$19.48; and

WHEREAS, a public hearing was held on November 6, 2018 for the purpose of discussing such liquor license application.

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

- _____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.
- _____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.
- _____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

- _____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 6, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 5, 2018	☐ City Attorney



City of Grand Island

Tuesday, November 6, 2018

Council Session

Item G-3

#2018-329 - Approving Acquisition of Utility Easement - North of US Highway 30 and West of Shady Bend Road - North Shady Bend Road, LLC

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2018-329

WHEREAS, a public utility easement is required by the City of Grand Island from North Shady Bend Road, LLC, 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 November 6, 2018, for the purpose of discussing the proposed acquisition of two ten (10) foot utility easements located through a part of Lot Two (2), Terminal Grain Subdivision, in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

TRACT 1

Commencing at the Northeast corner of Lot Two (2), Terminal Grain Subdivision, Grand Island, Hall County, Nebraska; thence southerly along the easterly line of said Lot Two (2) on an assumed bearing of S01°02'51"E, a distance of eighty three (83.0) feet; thence S67°57'44"W along the centerline of an existing twenty (20.0) foot wide Public Utility Easement, a distance of two hundred twenty one and ninety four hundredths (221.94) feet to the ACTUAL Point of Beginning of Tract 1; thence N25°20'09"W, a distance of fifty four and ninety four hundredths (54.94) feet to a point of termination on the northerly line of said Lot Two (2).

TRACT 2

Commencing at the Northeast corner of Lot Two (2), Terminal Grain Subdivision, Grand island, Hall County, Nebraska; thence southerly along the easterly line of said Lot Two (2) on an assumed bearing of S01°02'51"E, a distance of eighty three (83.0) feet; thence S67°57'44"W along the centerline of an existing twenty (20.0) foot wide Public Utility Easement, a distance of three hundred ninety three and two hundredths (393.02) feet to the ACTUAL Point of Beginning of Tract 2; thence N00°06'45"W, a distance of forty four and sixty five hundredths (44.65) feet to a point of termination on the northerly line of said Lot Two (2).

The side lines of the above-described easement and right-of-way tracts shall be prolonged or shortened as required to terminate on the boundary of the Grantor's property; and containing a combined total of 0.022 acres more or less as shown on the plat dated 9/28/2018, marked Exhibit "A", attached hereto and incorporated herein by reference,

Approved as to Form	by _____
November 5, 2018	City Attorney

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 North Shady Bend Road, LLC, on the above-described tract of land.

- - -

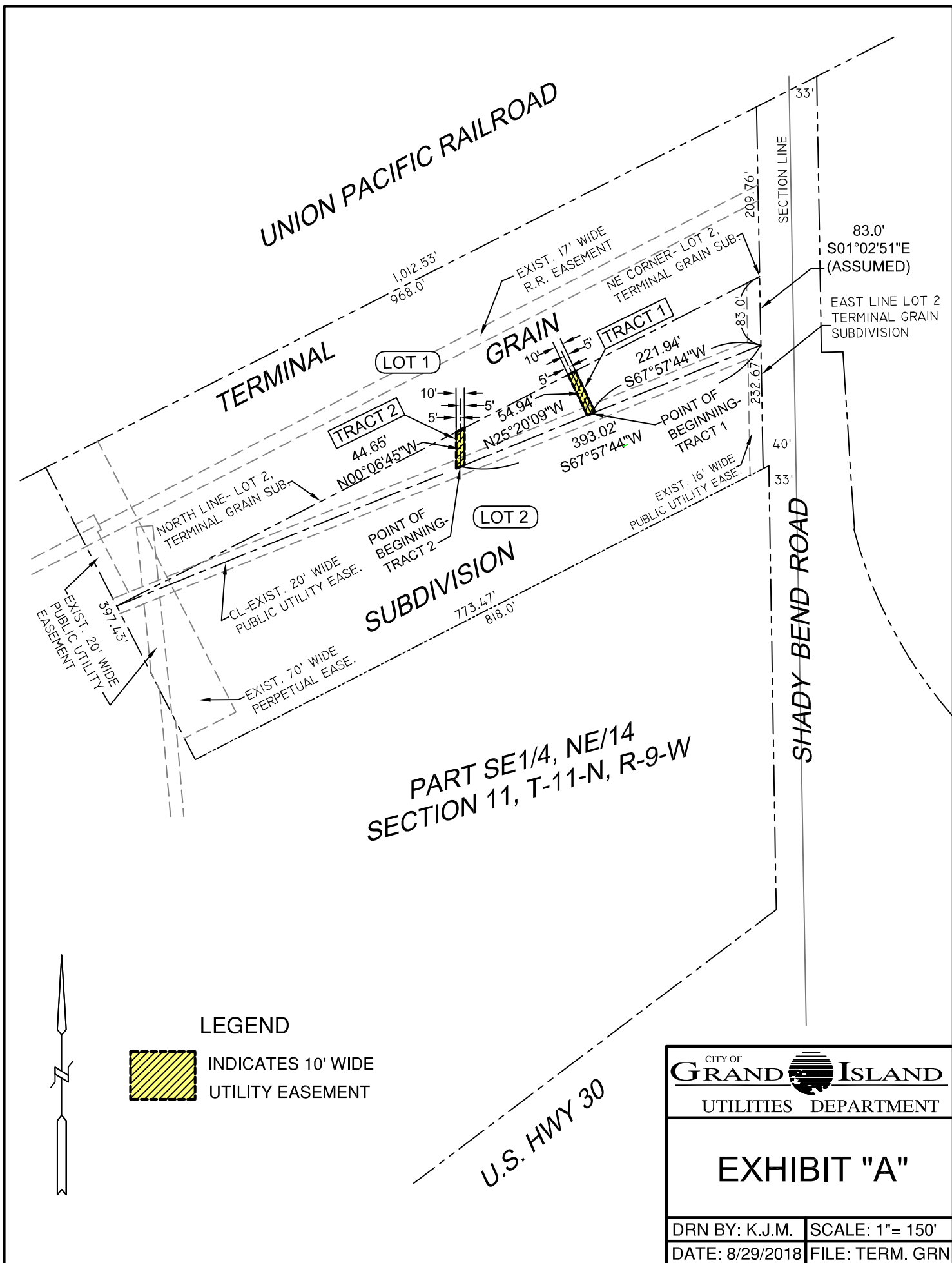
Adopted by the City Council of the City of Grand Island, Nebraska, November 6, 2018.

Jeremy L. Jensen, Mayor

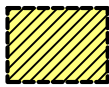
Attest:

RaNae Edwards, City Clerk

- 2 -



LEGEND



INDICATES 10' WIDE
UTILITY EASEMENT

CITY OF GRAND ISLAND	
UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1"= 150'
DATE: 8/29/2018	FILE: TERM. GRN



City of Grand Island

Tuesday, November 6, 2018

Council Session

Item G-4

#2018-330 - Approving Zetron Radio Console Repair and Upgrade

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Emergency Management Director

Meeting: November 6, 2018

Subject: Radio Console Repair

Presenter(s): Jon Rosenlund, Emergency Management Director

Background

The 911 Center utilizes a Zetron Radio Console to communicate with local emergency agencies. This equipment is nearly 12 years old and need equipment replacement and software upgrades. Recently, one of the radio consoles failed and cannot be replaced due to the age of the operating system and software compatibility. Equipment and software for this project is quoted at \$68,000 by Platte Valley Communications, the local Zetron provider.

Discussion

The Emergency Management Department has 4 Zetron radio consoles operating in the 911 Center and one Zetron console in the Emergency Operations Center. These consoles provide dispatchers access to use the various county radio frequencies to communicate with all the local emergency management agencies. We also use the consoles to activate sirens and perform various other communications functions. This system is nearly 12 years old and the PCs in each console are wearing down. One recently suffered a complete failure and cannot be repaired or replaced. An examination found that the other PCs are showing similar signs of wear, requiring that each of the 5 PCs be replaced. These PCs have been on virtually non-stop for 12 years and are not expected to last much longer. Replacement of those PCs is necessary before they suddenly fail and we are reduced to only 3 working radio consoles.

However, the software on each Zetron console PC is tied to that specific machine by serial number, preventing the Zetron software from being installed on another PC. Also, the backroom equipment that connects the 5 consoles to the radio controllers is not compatible with current Windows operating systems of any replacement PCs at the console, so a software and hardware replacement in the backroom equipment is also required.

Platte Valley Communications, the authorized sole-source Zetron provider in our area, has provided a quote for \$68,000 to replace all 5 console PCs, all necessary backroom controller equipment and related software upgrades.

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 Zetron Radio Console Upgrade for \$68,000 from Platte Valley Communications.

Sample Motion

Move to approve the purchase of the Zetron Radio Console Upgrade for \$68,000 from Platte Valley Communications of Grand Island, Nebraska.

Remit To Address:
 PLATTE VALLEY COMMUNICATIONS, INC.
 PO BOX 505
 KEARNEY, NE 68848-0505
 308-237-9512

Invoice Number: 101800229

Invoice Date: 10/22/2018

Page 1 of 1



Bill To:
 COMMUNICATIONS-CIVIL DEFENSE*
 PO BOX 1968
 GRAND ISLAND, NE 68802

Ship To:
 COMMUNICATIONS-CIVIL DEFEN
 PO BOX 1968
 GRAND ISLAND, NE 68802

Customer #	Salesperson	PO Number	Phone Number	Terms
COMCIV	EDWARD E MEEDEL	JOHN	308-381-5360	Net due in 30 days

Quantity	Item #	Description	Unit Price	Amount
1.00	SPECIAL ORDER ITEM	5 CONSOLE POSITION UPGRADE UPGRADE INCLUDES, INTEGRATOR RD SOFTWARE, FIRMWARE WITH PC UPGRADE. INTEGRATOR RD EXTENDED PAGING PACKAGE, R01 UPGRADE OPTION. S4000 INTEGRATOR RD MDC-1200 FEATURE LICENSE. INTEGRATOR IRR SOFTWARE CDROM (LICENSE REQUIRED.) S4000 INTEGRATOR IRR FULL PRODUCT LICENSE. SYSTEM TRAFFIC CARD FIRMWARE. M4020/4048 CONSOLE INTERFACE CARD FIRMWARE AND DUAL CHANNEL UNIVERSAL & TONE/LOCAL FIRMWARE. PROGRAMMING, INSTALLATION AND OPTIMIZATION ARE INCLUDED IN THE SYSTEM COST.	\$68,000.00 each	\$68,000.00

Thank you for your business!

Visit us at: 3820 W. Arch Ave., Grand Island 308-382-6212
 2215 Ave. I, Kearney 308-237-9512
 211 E. 6th St., Lexington 308-324-6556
 218 E. 4th, York 402-362-6818

Subtotal	\$68,000.00
Freight	\$0.00
Miscellaneous	\$0.00
Grand Island Nebr. Tax Group Sales Tax Amount	\$0.00
Discount	\$0.00
Total	\$68,000.00
Amount Received	\$0.00
Pay This Amt	\$68,000.00

October 18, 2018

Grand Island – Hall County
Emergency Management Communications
Attn: Mindy Osterman
Emergency Management Coordinator

Mindy:

The purpose of this letter is to verify that Platte Valley Communications, Inc of Grand Island, Ne. is the sole provider of equipment and technical expertise required to upgrade the existing E911 Communications Console Equipment. A Communications System that's essential for Fire & EMS, Volunteer Fire & Quick Response Teams (QRT's), Public Safety and the health and welfare of the residents in Grand Island and Hall County, Ne.

This equipment upgrade will be included in our existing "Emergency Response Service Contract" that provides technician availability 24/7. Response time is within 30 minutes after notification.

Regards,



Howard Nispel
Owner- Platte Valley Communications, Inc.
Grand Island, Ne. 68803

RESOLUTION 2018-330

WHEREAS, the Grand Island Emergency Center operates Zetron Radio Consoles to dispatch and communicate with local emergency response agencies as well as activate outdoor warning sirens and perform other emergency tasks; and

WHEREAS, that radio console system has recently suffered equipment failures requiring an upgrade of equipment and software to maintain basic radio communications in the Emergency Center; and

WHEREAS, Platte Valley Communications of Grand Island, Nebraska, the sole-source provider of this radio console system can provide that upgrade of software and hardware for \$68,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the purchase of the Zetron Radio Console Upgrade through Platte Valley Communications of Grand Island, Nebraska for a total of \$68,000.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, 6, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 5, 2018	☐ City Attorney



City of Grand Island

Tuesday, November 6, 2018

Council Session

Item G-5

**#2018-331 - Approving Resolution to Join East Central Regional
911 Group**

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Emergency Management Director

Meeting: November 6, 2018

Subject: 911 Telephone System Upgrade Purchase

Presenter(s): Jon Rosenlund, Emergency Management Director

Background

As the Department prepares to upgrade its current 911 technologies, part of that proposal includes joining a shared 911 system managed by the East Central Regional 911 group. This is a collection of several Counties in East Central Nebraska who also use the Emergency Call Works 911 system for call taking. By sharing backroom equipment and distributing telephone calls to the various 911 Centers that have partnered together in this shared system, jurisdictions can save money and share costs of expensive backroom equipment, software and hardware maintenance. Joining this current interlocal agreement requires adopting the Addendum as attached.

Discussion

As the State of Nebraska prepares to migrate to Next Generation 911 technologies, various jurisdictions are joining together into Regional 911 systems that include several counties sharing the costs of backroom equipment and maintenance agreements, all while operating their own 911 Centers. Calls are received by a pair of “hosts” that are placed in different parts of the region, and then distributed to the participating 911 Centers through a data network. Sharing “host” equipment allows counties to decrease initial outlays for expensive backroom equipment and provides redundancy since if a 911 Center is unable to take their calls, those calls can be distributed to a neighboring agency. Having two hosts also allows for “geo-diversification” of critical infrastructure so if one host is damaged or disconnected from 911 calls, those calls can all be routed to the other host until repairs or reconnection is made.

As Grand Island has already been using Emergency Call Works as our 911 System vendor, and the East Central 911 Region (EC911), comprising of Nance, Boone, Merrick, Polk, Saunders, Platte, Butler, and Hamilton counties, also uses Emergency Call Works, it is a natural fit to join with them as we plan our upgrades to the City Hall Center as well as equip our new facility on North Road. In this proposal, Hall County would join EC911 and become a full partner in their current interlocal agreement. Also, by joining in a regionalized 911 system, Grand Island Emergency Center becomes eligible for quicker

migration to NextGen911 with other East Central 911 Centers in the future as regional systems will be migrated by the State ahead of “stand alone” centers.

This proposal also includes moving 911 host equipment from Columbus, NE, to Grand Island. This provides us the chance to maintain this host inside City Hall where we would have direct connection to the host.

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 Addendum Agreement to join the East Central Regional 911 System.

Sample Motion

Move to approve the Addendum Agreement to join the East Central Regional 911 System.

**ADENDUM TO THE
INTERLOCAL COOPERATION AGREEMENT
EAST CENTRAL REGION
911 EMERGENCY COMMUNICATION EQUIPMENT SHARING
AGREEMENT ADDING HALL COUNTY**

WHEREAS, the Counties of Boone, Butler, Merrick, Nance, Polk, and Saunders and the City of Columbus acting as the Platte County public safety answering point (PSAP) entered into an Interlocal Agreement for 911 Emergency Communications Equipment Sharing dated September 16, 2013, hereinafter referred to as the "Agreement"; and

WHEREAS, the Agreement created the East Central 911 Region, hereinafter referred to as the "EC911", administered by the EC911 Governing Regional Committee comprised of a representative of each member governmental party to the Agreement; and

WHEREAS, EC911 and its members share a 911 Customer Premise Equipment (CPE) system thereby enabling multiple PSAPs to share backroom equipment thereby decreasing equipment and maintenance costs that would otherwise be borne by the individual EC911 members; and

WHEREAS, EC911 shares two nodes where 911 phone calls for EC911 are received and distributed to EC911 members for PSAPs through a private and secure data network known as NRIN; and

WHEREAS, the City of Grand Island and the County of Hall, through their Interlocal Agreement, established and operate the Grand Island Emergency Center hereinafter referred to as "GIEC," and

WHEREAS, GIEC currently hosts call routing equipment of EC911; and

WHEREAS, GIEC desires to become a party to the Agreement and a member of the EC911 Governing Regional Committee under such terms and conditions as set forth herein; and

WHEREAS, the member entities of EC911 together with GIEC desire to approve this First Addendum to the Agreement thereby admitting GIEC as a party to the Agreement and a member of EC911 and its Governing Regional Committee.

NOW, THEREFORE, in consideration of the foregoing premises and mutual benefits provided by the Agreement and this First Addendum, the EC911 members and GIEC agree as follows:

1. EC911 and GIEC acknowledge that pursuant to this First Addendum, GIEC is being added as a party to the Agreement and therefore being granted membership in EC911.
2. GIEC will purchase and install upgraded equipment in both its main and alternate PSAP facilities for call taking. It is anticipated to occur in the spring of 2019, upon completion of the new GIEC PSAP facility.
3. GIEC will pay for moving an EC911 communications node and circuits from the Columbus Water Tower to GIEC and house the node in the Grand Island City Hall (GIEC's alternate PSAP). Calls coming to the nodes, including this new location, will be distributed to the new GIEC PSAP facility and all other current EC911 system partners through routing via NRIN.
4. GIEC will pre-pay for its own multi-year maintenance contract with CallWorks. This contract will be independent of the current EC911 maintenance contract and expiration date. The original

EC911 counties, whose current agreement with CallWorks expires in 2022, may enter into a separate, independent renewal agreement with CallWorks or a joint renewal agreement with GIEC, provided GIEC is credited with the cost for years already paid on its agreement.

5. When the GIEC PSAP has been fully integrated into the EC911 membership and system, the current contract between EC911 and GIEC for telecommunications equipment hosting shall be terminated by mutual agreement.
6. In the event that the EC911 agreement is terminated, dissolved or expires, all equipment purchased by GIEC will remain property of the GIEC, including but not limited to, distribution equipment, and workstations. It is acknowledged that the node and common CPE equipment is a shared property among all participants.
7. GIEC shall be a member of the EC911 Governing Regional Committee and its representative shall be designated in such manner as determined by the City of Grand Island and the County of Hall.
8. Paragraph 2 of the Agreement is amended in its entirety to read as follows:

SEPARATE LEGAL OR ADMINISTRATIVE ENTITY; DLEGATION. This Agreement will establish an East Central 911 governing committee (hereinafter referred to as the "Governing Regional Committee"). The Governing Regional Committee will be comprised of one representative from each of the agencies making up the East Central 911 Region. Each Agency's respective representative will be appointed by the entity's governing board or, in the case of a joint or cooperative city-county agency, in the manner determined by the agency's members. The clerk of each appointing authority will maintain a letter of appointment designating the agency's representative. The City of Columbus, serving as fiscal agent by execution of this agreement, will maintain a copy of each letter of appointment for each representative appointed to serve on the Governing Regional Committee. The Governing Regional Committee shall administer this Agreement. If any other PSAP should join the EC911 Region at a later time, their governing board shall appoint a representative to the Regional Governing Board."

9. This First Addendum shall be attached to and shall become a part of the Agreement and shall be effective as of the date hereof.
10. Nothing in this First Addendum shall imply or prohibit the addition of future members to EC911 pursuant to the terms of the Agreement and this First Addendum.
11. This First Addendum may be executed in several counterparts, each of which will be an original but all of which together shall constitute one and the same instrument.
12. In the event that any of the terms, covenants or conditions of this First Addendum or their application shall be held invalid as to any person, entity or circumstances by any court having jurisdiction, the remainder of this First Addendum and the application and effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be affected thereby.

RESOLUTION 2018-331

WHEREAS, the City of Grand Island, Nebraska, operates an emergency 911 call center through interlocal agreement with Hall County; and

WHEREAS, the Grand Island Emergency Center, managed by the Grand Island Emergency Management Department is the Public Safety Answering Point (PSAP) for all of Hall County; and

WHEREAS, since 2013, the East Central 911 Region (EC911) has maintained an Interlocal Agreement to jointly purchase and operate a shared 911 system (Call Works) in order to decrease costs, increase redundancy and share resources through statewide networks; and

WHEREAS, the Grand Island Emergency Center has an opportunity, through the upgraded 911 Call Works system provided by Motorola Solutions, to join the EC911 Interlocal group and benefit from the shared technology as well as prepare for migration to Next Generation 911 technologies with the EC911 group, and

WHEREAS, members of the EC911 Committee have approved Grand Island Emergency Center joining the group as a full member by Interlocal Agreement and will forward the Addendum Adding Hall County to their respective County Boards for approval, and

WHEREAS, the Grand Island Emergency Center will purchase and maintain its 911 equipment in the new and alternate 911 facilities in Grand Island, as well as move the 911 host to City Hall for better redundancy and security, with the option to join EC911 in the common software maintenance contract in future years.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to approve entry of the Grand Island Emergency Center into the East Central 911 on behalf of the City of Grand Island and the Grand Island Emergency Center.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 6, 2018

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 5, 2018	☐ City Attorney



City of Grand Island

Tuesday, November 6, 2018

Council Session

Item G-6

#2018-332 - Approving Purchase of Emergency Call Works 911 System

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Emergency Management Director

Meeting: November 6, 2018

Subject: 911 Telephone System Upgrade Purchase

Presenter(s): Jon Rosenlund, Emergency Management Director

Background

With the construction of a new EM911 Facility on North Road requiring 5 new 911 telephone stations, and as the 4 current 911 telephone stations in City Hall are in need of a physical and software upgrade, the Department has secured a quote by the current 911 system (Call Works) provider, Motorola Solutions Inc. for an equipment and software upgrade to complete the 911 telephone system needs of both the new and alternate 911 Centers.

Discussion

Since 2012, the Grand Island Emergency Center receives 911 calls on a system named Call Works which is owned by Motorola Solutions Inc. With the construction of the new Emergency Management-911 Center on North Road requiring five (5) new 911 stations, and the need to upgrade equipment and software for the current four (4) 911 stations in City Hall for an alternate 911 Public Safety Answering Point (PSAP), the Department has secured a quote from Motorola Solutions for all nine (9) stations and software support for a period of five (5) years. Cost for installation and the first year of software support is \$166,318.42. Subsequent four (4) years of software support will cost \$19,066.32 annually. Total cost over a 5 year period will be \$242,583.70.

Working with the Public Service Commission, the Department has received authorization to utilize Set Aside E911 Wireless Funds (kept as Restricted Fund Balance in the 216 Fund) for 100% (or \$166,318.42) of the new equipment and the first year of software maintenance. A mix of 216 & 215 Funds will be used for subsequent years of software support.

This proposal also includes moving 911 host equipment from Columbus, NE, to Grand Island in an effort to join the East Central 911 shared phone system, a collection of other jurisdictions using Call Works, using statewide networks to share backroom equipment, decreasing costs and making the Grand Island Emergency Center eligible for quicker migration to NextGen911 with other East Central 911 PSAPs in the future.

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 accept the contract from Motorola Solutions Inc. for \$242,583.70.

Sample Motion

Move to approve the contract from Motorola Solutions Inc. for \$242,583.70.

GRAND ISLAND, NEBRASKA

OCTOBER 11, 2018

- **CONVERT EXISTING GRAND ISLAND PSAP (CITY HALL) TO A BACK UP SITE**
- **ADD TO THE EAST CENTRAL FEDERATION**

CALLWORKS

The design, technical, pricing, and other information ("Information") furnished with this budgetary submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions. The Information provided in this budgetary submission is provided for evaluation purposes only and does not constitute a binding offer to sell or license any Motorola Solutions product or services. Motorola Solutions is making no representation, warranties, or commitments with respect to pricing, products, payment terms, credit, or terms and conditions. A firm offer would require more information and further detailed analysis of the requirements.

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TABLE OF CONTENTS

Section 1

CallWorks	1-1
1.1 Introduction.....	1-1
1.2 Key System Capabilities and Differentiators	1-2
1.3 Enhancements CallWorks Brings to the PSAP	1-3

Section 2

System Description	2-1
2.1 Our Vision is the New 9-1-1 Reality	2-1
2.2 Summary of Our Offer	2-2
2.3 Equipment List.....	2-3
2.3.1 North Road - Host Site 1.....	2-3
2.3.2 City Hall – Backup Site	2-4
2.3.3 Optional Spare Equipment.....	2-4

Section 3

Pricing.....	3-6
3.1 Pricing Summary	3-6
3.1.1 Primary PSAP.....	3-6



SECTION 1

CALLWORKS

1.1 INTRODUCTION

Tackling one of the toughest 9-1-1 public safety dilemmas, CallStation from CallWorks is pioneering the convergence of Next Generation 9-1-1 Call Taking, Mapping, IP based telecommunications systems and integration services. Our state-of-the-art solution is the only natively integrated, browser-based, VoIP and Network centric design in the industry. Using the latest software design and telephony technologies, our native i3-compatible application manages the receipt of emergency calls with a simpler, easier-to-use work-flow approach and user interface designed to work the way you do, today.

We endorse the forward thinking of Grand Island, NE to advance their level of public safety service for the citizens of the region. Our system was specifically designed and developed for IP based solutions supporting Single Back Room, Geo-Diverse and Federated Next Generation solutions. The system has a complex but simple array of features, many critical to the way that you manage your centers today. Our objective is to provide Grand Island, NE with the hardware, software, legacy interfaces, connections and related components along with a suite of professional services that will secure your future with the necessary benefits that allow your staff to serve and protect its citizens with the most economical and efficient Next Generation call handling solution.

Motorola Solutions, is pleased to present Grand Island, NE, a state-of-the-art, integrated IP based NG9-1-1, Federated system including all identified customer requirements for a comprehensive solution. The CallWorks platform provides for a more cost effective and easy to use solution focused on eliminating traditional costly integration and maintenance of proprietary legacy systems while revolutionizing the 9-1-1 call taking to dispatch workflow.

CallWorks is aware that many PSAPs, dispatch agencies and distribution channels desire a balance between mainstream and state-of-the-art, next generation technology and generally seek to employ a total solution that will prolong the life of the proposed system at a lower cost. With this in mind, CallWorks provides a solution that is based upon advanced, yet proven technology derived from current IT, IP, VoIP, HTML 5, and Web services standards, yet allows smooth migration as next generation 9-1-1 matures. The proposed solution, while supporting legacy and NG9-1-1, provides open architecture for both the hardware, software and network components unlike any competitive offering. This solution as proposed to Grand Island, NE, addresses and includes all the hardware, software, associated project management, installation, IP migration and transition, user training and other services as requested.

CallWorks products are an integral part of Motorola Solutions' end-to-end Public Safety Software Enterprise. From answering thousands of emergency calls and text messages to processing video, disparate evidence and records, Motorola Solutions is helping agencies transform into intelligence-driven command centers, enabling them to make more informed decisions resulting in better outcomes. Learn more about [Motorola Solutions'](#) wide-ranging product portfolio.

CallWorks

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CallWorks 1-1

1.2 KEY SYSTEM CAPABILITIES AND DIFFERENTIATORS

The CallWorks solution provides many significant advantages. Listed below are highlights of a few of the many unique standout capabilities of the CallWorks system.

- **Operating Systems** - Technologically advanced Call Handling systems based on the Linux Operating System, Web services and an application framework developed using state-of-the-art Web services techniques and the JAVA development environment. User interfaces require only a browser for all applications and are optimized for Mozilla Firefox ESR, which is fast, efficient and less costly to operate. Workstations operate on the current shipping release of the Windows Operating system for desktops.
- **Database** - Integrated systems designed and delivered as a standard with the MySQL Relational Database Management System. The database architecture allows for open, extensive information sharing, comprehensive reporting and scalability for adding additional capabilities in the future as required.
- **Telecom / 9-1-1** - CallWorks provides as a standard component, an industry-leading, custom CallWorks distribution of the VoIP Asterisk softswitch from Digium, Inc. This custom distribution of Asterisk, engineered and packaged with mature Media Gateways from AudioCodes, provides traditional telecom interfaces to the PSTN and Legacy CAMA interfaces as well as general administrative capabilities, including voice mail and more. The system is highly configurable to support 9-1-1, emergency, non-emergency and administrative telephony needs. CallWorks, via its SipWorks interface, also provides emerging i3 Next Generation connectivity.
- **Call Handling Functions** – The CallWorks call handling functions are very robust and include, but are not limited to, single button transfers (on and off net) via an extensive directory, ALI displayed on the VoIP telephone as a backup, integrated call control from the Map, silent monitoring, barge-in, override, unlimited multi-party conferencing, abandoned call management, ACD, integrated SMS call processing, released call review, and much more.
- **Headset/Radio** - Traditional headset and radio interfaces are provided by a Power Over Ethernet Audio Interface Unit (AIU). This provides all necessary analog interconnections for managing Call Taker/Dispatcher headsets and radio system integration. A connection is not required at the Call Taker workstation and is powered via the network, saving complex power cords and supplies at the workstation. This design eliminates the headaches of using the PC as the voice management component with complex driver and OS maintenance concerns. The Audio Interface Unit (AIU) is not required for system use. A Polycom telephone is all that is actually required. The AIU also does not arbitrate telecom and radio traffic. If that is required, it serves as the CallWorks interface to a Radio system managed arbitrator.
- **Notifications** - Another strategic advantage of the integrated CallWorks Messaging Engine is the capability to provide automated outbound notifications as part of a service request status change or a global announcement. Authorized users may create and manage notifications from AdminiStation.
- **Call Recording** – Although the CallWorks platform is not officially marketed as a Long-Term Recorder, the system records and stores all 9-1-1 calls for IRR purposes at each workstation in a traditional fashion. 9-1-1 call recordings are made available for playback from the Call Screen. Additionally, call recordings are available for playback and for long-term download from DecisionStation. Calls may be played back with permission from any



location where DecisionStation is configured. The system can be configured to record administrative calls as well.

- **Architecture** - The browser based, redundant and High Availability (HA) architecture of our systems allow for centralization and integration of server applications, VoIP switching and the database, while also allowing extensive remote access without the burden of excessive implementation and cost. For larger or regional initiatives, the system is extensible over a network in Federated, Geo-Diverse configurations as well as centralized hosting.
- **COTS Design** - CallWorks is dedicated to utilizing off-the-shelf, yet highly configurable hardware solutions that eliminate costly implementations and excessive maintenance costs. CallWorks standardizes with Cisco networking components, Dell workstation computing hardware, Dell HA Servers, APC Power Management Systems, AudioCodes Gateways, and Polycom VoIP telephones.
- **Implementation** – The system may be installed and serviced by CallWorks or through extensive channel relationships or locally provided by authorized dealers. Users may also be trained to be Customer Owned and Maintained (COAM) if desired. Hosted solutions may also be available in your area.
- **Ease of Use** - The CallWorks system offers the most intuitive and easy-to-use interface available in the industry today by simply requiring a browser. This user-friendly and easy-to-deploy method provides significant time and cost savings in training new personnel.
- **Support** - CallWorks provides quality, around-the-clock customer care and service with remote monitoring as a standard offering. At any time or day of night, a member of our highly skilled service team is available to assist customers with any questions or concerns.

1.3 ENHANCEMENTS CALLWORKS BRINGS TO THE PSAP

Our systems refine and enhance workflow, while easing many of the issues commonly found in today's PSAPs and dispatch centers. The following address the issues core to the CallWorks platform:

- **Workflow** - One of the primary goals of the CallWorks platform is to streamline the effort of the typical Call Taker/Dispatcher. Most Call Takers and Dispatchers use very sparingly the expensive and complex IWS solutions sold for years for the purpose of answering and managing 9-1-1 calls for service. With the deployment of CAD / Incident Management and Mapping solutions to a large portion of PSAPs, most use those tools for the bulk of the dispatch process after call answer. Our vision was to truly integrate the processes such that a single application could be deployed and managed to work the way the centers actually do, by taking calls, mapping those calls and dispatching and managing resources in a much simpler, more flexible and inexpensive manner.
- **Lack of Complexity** – CallWorks sought to completely eliminate the continuing complexity of the IWS PC itself. The legacy and most current IWS competitive offerings continue to provide overly complex IWS designs through heavy client applications, specific sound cards, TDD modems and headset interface devices leading to maintenance intensive deployments and on-going driver, patch and OS compatibility support issues. CallWorks targeted the ability to more closely align with a network offering by allowing faster deployment as well as providing a simpler environment to maintain. This was accomplished by delivering a new architecture in which only an Internet Browser is needed at the desktop where specific hardware and drivers are not required. This creates an IWS replacement that requires no application software installation or client-side driver support. There is also no cabling



between the VoIP Telephone set, the Headset Interface device and the IWS PC. This clean and simple design also enhances cohabitation with other applications critical to the user, such as Radio and third-party CAD or mapping applications as required.

Note: The CallWorks Platform does NOT require Internet connectivity to operate. The platform simply shares those technological advancements and capabilities.

- **User Interface** - The CallWorks System provides an industry first browser-based application environment for all users interfacing to the system including call taking, mapping, dispatch, reporting and management. This creates an easy-to-use, install and maintain environment. The environment enhances our capability to support hosting and networked deployments, allowing for easier transition as NG9-1-1 progresses.
- **Audio Interface Unit** – The CallWorks AIU is responsible for providing analog headset/handset connections for the primary Call Taker and optionally a Supervisor/Trainer using dual jacks. The AIU is Powered Over Ethernet and does not require AC power. The AIU also supports traditional radio system interface if radio-based headset sharing is desired.
- **Enhanced Location:** RapidSOS location integration. CallWorks offers seamless integration with RapidSOS improved wireless location / GPS coordinates. This integration offers the RapidSOS coordinates as a supplemental source to the traditional ALI data so the Call Taker can compare the two location reports and use the one, which is most useful in the context of the call. In most cases this will be the RapidSOS coordinates which are provided both in text and on a map plot with dynamic updates. If the RapidSOS integration is configured and the location data is available, this information is recorded in call details for reporting and data exports.
- **Reporting** - With CallWorks DecisionStation, authorized users can monitor live operations for calls, view canned reports, perform ad-hoc database queries, and more. DecisionStation is browser-based and can be accessed from any workstation on the network, i.e. no software to install or license.
- **Remote Support** - A vital component in supporting systems is access. With CallWorks' simplified design, all devices and components down to the telephone and headset units are IP endpoints and remotely addressable. CallWorks has unprecedented remote reverse VPN access, monitoring and control capability via the customer provided broadband connection. We can quickly and easily assist customer and channels in troubleshooting or scheduled maintenance as needed. Additionally, CallWorks has further engineered a robust power distribution unit (PDU) within the rack that is also network addressable as needed. CallWorks includes out of band management access to all of the back room devices through a serial distribution unit. Through this device, which is connected to most of the network infrastructure devices in the back room such as Gateways, Switches, and the Server, we can serially access many devices for additional root level support if required. Secure remote control will access workstations quickly to troubleshoot and manage without impacting the productivity of users. CallWorks can detect performance problems with the use of Windows performance registry counters and Windows Management Instrumentation (WMI) queries.
- **CallStation** is VoIP based with a legacy CAMA interface, complies with Next Generation 9-1-1 and its messaging platform is consolidated with Emergency and Administrative call taking served by NENA compliant standard telephony. External VoIP sets from Polycom, Inc. are available as needed along with a traditional CAD spill for integration into other third-party products like CAD, Long-Term Recorders and Mapped ALI if desired. Browser based Mapped ALI can be added if needed at no additional charge outside of necessary professional services. DispatchStation (CAD) can be added to those sites that need or may be considering an upgrade for a totally integrated solution.



- Each deployment includes an administrative application (AdminiStation), a reporting solution (DecisionStation), and a real-time statistics monitor (Status Monitor).
 - **AdminiStation** is a browser-based access capability used by system managers, maintenance staff, supervisors or other authorized personnel to facilitate the set-up, configuration and on-going management of each agency, PSAP or regional network as required.
 - **DecisionStation** is a browser-based access capability used by system managers, maintenance staff, supervisors, remote locations or precincts, mobile users or other authorized personnel to view real time and historical call detail records, active call monitor, data mining, reports, and much more.
 - **Status Monitor** is a browser-based access capability used by authorized personnel to view real time statistics on all counts by status, average call answer time and duration, and user status. The Status Monitor is primarily intended for large screen, high-resolution monitors.



CallStation with Mapping Call Taker Position



SECTION 2

SYSTEM DESCRIPTION

2.1 OUR VISION IS THE NEW 9-1-1 REALITY

CallWorks is proud to offer a comprehensive Next Generation public safety solution that provides users with the confidence and peace of mind that comes from the knowledge that they are dealing with highly respected and experienced leaders in 9-1-1 call taking and dispatch solutions. CallWorks works closely with its customers to exceed expectations and to ensure the delivery and approach they require.

The challenges ahead will not end with Next Generation 9-1-1. Unfortunately, many vendors that you rely on today would have you believe that simply installing a Voice over Internet Protocol (VoIP) solution prepares you for NG9-1-1. CallWorks knows this is not the case. At CallWorks, we are not content to simply keep up with existing standards and follow current trends. With our products, CallWorks not only seeks to anticipate the next steps in NG9-1-1, but to also shape the future of the industry. When you select CallWorks, you are getting a partner with a far-reaching vision and innovative products that go beyond the defined standards to deliver real value, immediate benefits and a lower total cost of ownership.

The CallWorks proposal provides a complete solution that:

- Is designed to industry standard(s) including the NENA i3 standard with on-going support and known total cost of ownership for the desired contract term.
- Provides a redundant and highly available foundation for NG9-1-1 that is designed to support core i3 functionality, both now and in the future. CallWorks guarantees on-going i3 compliance for 9-1-1 Call Taking CPE. A single standard i3 connection to the ESInet per PSAP is included. A purchasable option to support multiple connections to the ESInet may be required based on Agency, State, or ESInet provider specifications as standards develop and progress.
- Is remotely monitored, secure, resilient, and resistant to cyber-attack and penetration.
- Provides the ability to remotely monitor, manage and support the systems on a 24/7/365 basis.
- Is able to support and integrate with Interim SMS Text-to-9-1-1 solutions as well as native NGCS i3 standards.
- Provides increased fault tolerance, reliability, resiliency and disaster recovery through Federated system designs.
- Provides clear demarcations of responsibility and accountability in the handling of all traffic related to an emergency request originating from the public and delivered to a PSAP via the NG9-1-1 ecosystem.
- Provides a seamless Managed IP, NG9-1-1 ready infrastructure proactively managed and administered through a combination of CallWorks and Motorola Solutions local support teams.
- Provides Enterprise wide Real-Time Monitoring, Dashboard Reporting and MIS.

CallWorks

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System Description 2-1

Additional information may be obtained from our website at
www.MotorolaSolutions.com/CallWorks.

2.2 SUMMARY OF OUR OFFER

CallWorks proposes an all-inclusive, Federated NG9-1-1 Call Handling platform delivered over dedicated engineered Local Area Network. This LAN is capable of supporting multiple redundant controllers at Primary and Back-Up PSAP locations as required. Connectivity between locations is assumed will be delivered over a customer-provided and managed MPLS or equivalent IP transport network. CallWorks is responsible for removing the host at the Columbus water tower and moving it to Grand Island's North Road Site making Grand Island 1 of 2 host sites for the East Central Region. Grand Island is responsible for providing connectivity between the new site North Road and the backup site City Hall.

- Geo-Diverse and Federated redundant back room architecture for the two PSAP locations
 - **New North Road Site:**
 - ◆ (5) full licenses for a total of (5) positions
 - Reusing (4) Full CallStation Licenses from original purchase at the Grand Island PSAP
 - Purchasing (1) Full CallStation License
 - ◆ Each position is equipped with a Dell Workstation, dual 22" LCD Wide Screen Monitors, a VoIP Phone, AIU for radio integration and Genovation keypad
 - ◆ (2) ALI circuits
 - ◆ (1) Equipment cabinet UPS
 - ◆ (1) Printers
 - ◆ SIP Trunk Interface from CallWorks 9-1-1 to customer provided local Asterisk PBX
 - ◆ SMS MSRP TCC Connectivity access license for a direct connection to a TCC. Customer is responsible for the TCC text service and connectivity costs.
 - **Existing City Hall Site:**
 - ◆ Reuse current hardware to create existing (4) position site as a backup site
 - ◆ (4) limited use/dark licenses
 - ◆ (16) FXS Ports for CAMA Trunks (includes room for growth)
 - ◆ (24) FXO Ports for Admin Lines (includes room for growth)
 - ◆ Providing a Hardware Refresh of the following:
 - (2) Cisco 24-port POE
 - (1) ISR 4331 Router
 - (4) Dell Workstations
 - (4) VoIP Phones
 - **Columbus WT Site:**
 - ◆ Decommission Site as a Host, and move to Grand Island North Road Site as Host one
- Customer provided IP network to back up remote location to CallWorks specifications.
- Designed to support up to fifty (50) concurrent Call Taker positions
- Basic GIS management services to support the hosted Mapping capabilities in Call Handling
- Optional utilization of the integrated CallWorks Mapped ALI solution as a browser tab to see calls ringing into the PSAP before answer with integrated call control, offered at no cost.



Customer must supply a complete ESRI-based GIS formatted map (shapefile) thirty to sixty days prior to onsite system installation.

- Serial Interfaces to CAD, Mapping, LTR, other as required
- Support for NGCS i3 based Text-to-9-1-1
- NG9-1-1, i3 core functions and capabilities for future ESInet deployment. A single standard i3 connection to the ESInet per PSAP is included.
- Call management and reporting services
- Data collection and reporting services on all 9-1-1 transactions
- Continuous workstation performance monitoring and enterprise workstation antivirus protection
- System and component level monitoring, alarming, diagnostics and reporting services
- All-inclusive software support, updates, and upgrades for the contract term, no surprise charges
- 24/7/365 Help desk, trouble ticketing and customer support services
- Installation, testing, training, maintenance and on-site support services by CallWorks and Motorola Solutions
- Project management services for the planning, design, testing, installation and operation of the systems for contract term

2.3 EQUIPMENT LIST

Below is the equipment list that details the end user hardware proposed.

2.3.1 North Road - Host Site 1

Qty	Part Number	Hardware and Software Components
5	ECX100101-2	WKS PC, Dual Video, 4G RAM, with Dual NIC
10	ECX100103	MONITOR, 22WM" FP, BLK
5	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)
5	ECX100201-1	Polycom VVX410 VoIP Phone
5	ECX100204	Keypad, Genovation 24 Keypad
4	ECX200001	CALLSTATION License **Reusing these from original purchase, no charge
1	ECX200001-LU	CALLSTATION License
1	ECX200004	DECISIONSTATION, SITE License
1	ECX200006	ADMINISTRATION, SITE License
1	ECX200007	MESSAGEWORKS, SITE License
1	ECX200008	SIPWORKS, i3/IP INTERFACE, PSAP License
1	ECX200020	SMS - MSRP TCC Connectivity Lic. (Access License Only)
1	ECX500001-24CH	CABINET ASSM, 24 RU, COMPLETE
2	ECX500003	SWITCH, CISCO (X SERIES), 24-POE, 1/10/100
1	ECX500005-1	ROUTER, ISR 4331 (Remote, 3rd party)
1	ECX500005-2	ROUTER, ISR 4331 (Enterprise)
1	ECX500007	MISC. MAT., CABLES, LOT
2	ECX500008	ALI MODEM, E911 CSU/DSU
1	ECX500009-1	PRINTER, HP LaserJet Pro M252
1	ECX500017	IP to Serial Dist., 16 port
1	ECX500103	UPS - Smart-UPS X 3000VA

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System Description 2-3

2.3.2 City Hall – Backup Site

Qty	Part Number	Hardware and Software Components
4	ECX200001-LU	CALLSTATION License, Limited Use / Dark
2	ECX100305-2	Mediant 1000 Chassis (CAMA), M1KB-2AC (Capacity Max- 6 Cards)
4	ECX100305-3	Mediant 1000 Gateway FXS Card (CAMA), M1KB-VM-4FXS (1 card per 4 Ports)
3	ECX100311	Media Gateway, 8 port FXO to SIP
1	ECX100315**	Rack Shelf, Media Gateway, 2 GW per Shelf
2	ECX500003	SWITCH, CISCO (X SERIES), 24-POE, 1/10/100
1	ECX500005-1	ROUTER, ISR 4331 (Remote, 3rd party)
1	ECX500005-2	ROUTER, ISR 4331 (Enterprise)

2.3.3 Optional Spare Equipment

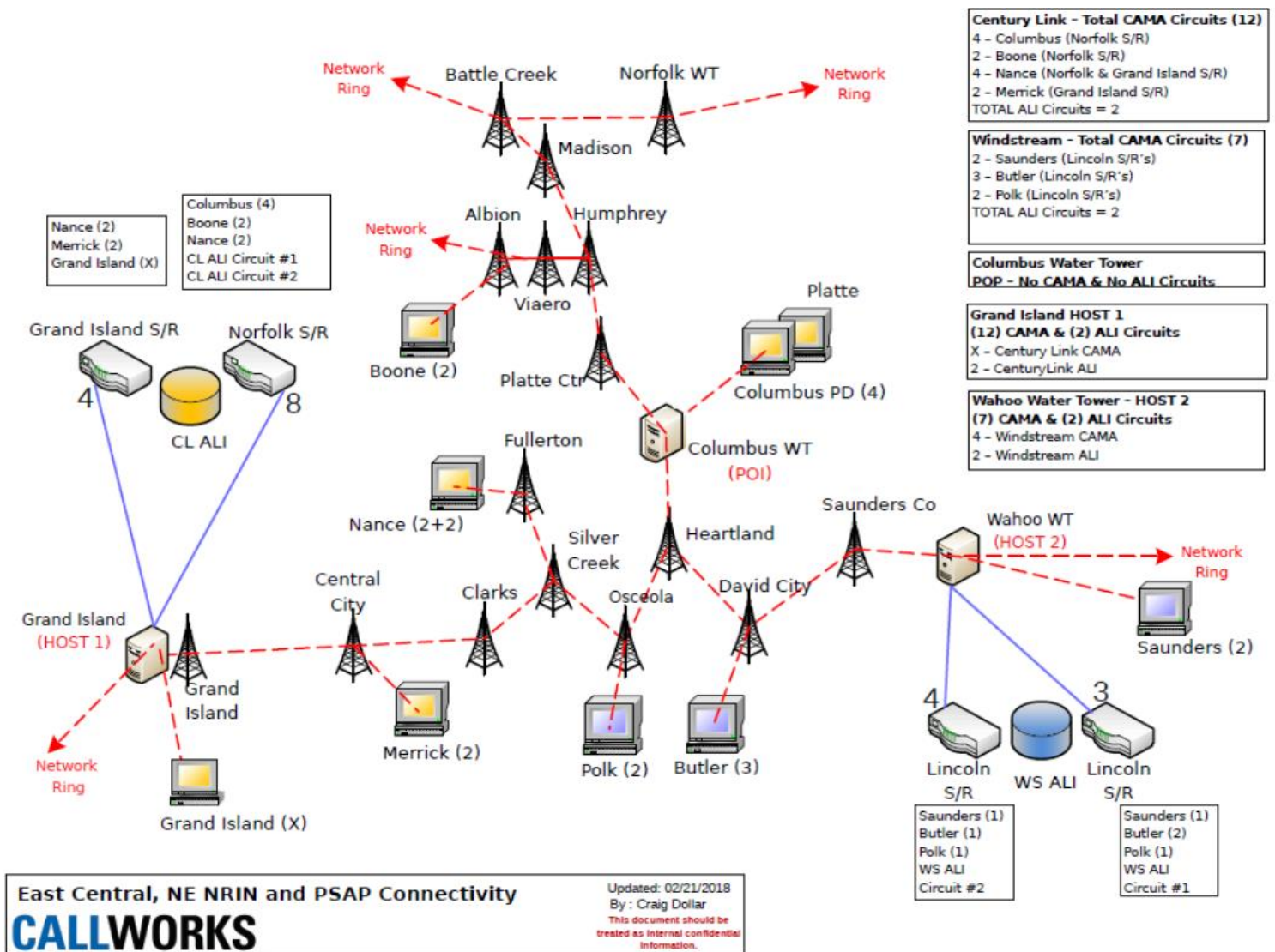
Qty	Part Number	Hardware and Software Components
1	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)
1	ECX100201-1	Polycom VVX410 VoIP Phone
1	ECX100305-3	Mediant 1000 Gateway FXS Card (CAMA), M1KB-VM-4FXS (1 card per 4 Ports)
1	ECX100311	Media Gateway, 8 port FXO to SIP

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CallWorks

2-4 System Description

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Geo-Diverse PSAP D

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System Description 2-5

SECTION 3

PRICING

3.1 PRICING SUMMARY

3.1.1 Primary PSAP

CallWorks Base Pricing Summary		
	LIST PRICE	OFFER PRICE
North Road Site	\$173,943.37	\$100,903.89
City Hall Back Up Site	\$98,376.61	\$40,024.98
Decommission & Move	\$4,179.45	\$3,970.48
Turn-Key Base System Total:	\$276,499.43	\$144,899.35
Primary System Options		
Software Support - Year 2	\$17,089.84	\$17,089.84
Software Support - Year 3	\$17,089.84	\$17,089.84
Software Support - Year 4	\$17,089.84	\$17,089.84
Software Support - Year 5	\$17,089.84	\$17,089.84
Primary System Options		
Extended Hardware Warranty - Year 2	\$1,976.48	\$1,976.48
Extended Hardware Warranty - Year 3	\$1,976.48	\$1,976.48
Extended Hardware Warranty - Year 4	\$1,976.48	\$1,976.48
Extended Hardware Warranty - Year 5	\$1,976.48	\$1,976.48
System Spares		
Recommended System Spares	\$3,137.00	\$2,35.275

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CallWorks

Accepted by:

MOTOROLA SOLUTIONS, INC.

CITY OF GRAND ISLAND, NE

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

CallWorks

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to the restrictions on the cover page.



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Pricing 3-7

RESOLUTION 2018-332

WHEREAS, the City of Grand Island, Nebraska, operates an emergency 911 call center through interlocal agreement with Hall County; and

WHEREAS, the Grand Island Emergency Center, managed by the Grand Island Emergency Management Department is the Public Safety Answering Point for all of Hall County; and

WHEREAS, the current 911 telephone system, Call Works, requires an upgrade for the soon-to-be constructed 911 Center as well as maintaining updated consoles in City Hall for an Alternate 911 Center; and

WHEREAS, Council has budgeted for the installation of a replacement 911 telephone system to include a 5 year support agreement through landline and wireless E911 Funds, and

WHEREAS, a quote was provided by Motorola Solutions Inc. for the upgraded Call Works equipment, including 4 upgraded consoles in the City Hall Alternate and 5 new consoles in the new facility was received by the City for \$166,318.42 in year one and subsequent 4 years of software support and hardware warrantee for an annual cost of \$19,066.32, for a total contract cost of \$242,583.70.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to approve this contract with Motorola Solutions Inc. on behalf of the City of Grand Island in the amount of \$242,583.70.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 6, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 5, 2018	☐ City Attorney



City of Grand Island

Tuesday, November 6, 2018

Council Session

Item G-7

#2018-333 - Approving Acquisition of Public Right-of-Way in Hagges' Subdivision- Hall County School District 2; 1621 West Stolley Park Road (Parcel No. 400041634) and 2019 William Street (Parcel No. 400041642)

This item relates to the aforementioned Public Hearing item E-3.

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

RESOLUTION 2018-333

WHEREAS, public right-of-way is being dedicated for realignment of William Street to allow public access to the area, described as follows:

A TRACT OF LAND CONSISTING OF PART OF LOT 27, HAGGES' SUBDIVISION AND PART LOT 33, HAGGES' SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF WILLIAM STREET AND THE NORTH RIGHT-OF-WAY LINE OF HAGGE AVENUE, AND ALSO BEING THE SOUTHWEST CORNER OF LOT 33, HAGGES' SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N00°40'21"W, ALONG THE EAST RIGHT-OF-WAY LINE OF WILLIAM STREET; ALSO BEING THE WEST LINE OF SAID LOT 33, A DISTANCE OF 150.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 33, ALSO BEING THE SOUTHWEST CORNER OF LOT 27, HAGGES' SUBDIVISION; THENCE N00°12'10"E, ALONG SAID EAST RIGHT-OF-WAY LINE, ALSO BEING THE WEST LINE OF SAID LOT 27, A DISTANCE OF 140.21 FEET; THENCE N36°09'08"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 13.35 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STOLLEY PARK ROAD, ALONG BEING ON THE NORTH LINE OF SAID LOT 27; THENCE N89°15'23"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, ALSO BEING SAID NORTH LINE OF LOT 27, A DISTANCE OF 67.83 FEET TO NORTHEAST CORNER OF SAID LOT 27, ALSO BEING THE NORTHWEST CORNER OF LOT 26 HAGGES' SUBDIVISION; THENCE S00°05'57"W, ALONG SAID WEST LINE OF LOT 26, A DISTANCE OF 23.51 FEET; THENCE N89°46'12"W A DISTANCE OF 10.82 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 23°51'21", HAVING A RADIUS OF 228.50 FEET, AND CHORD BEARING S21°14'38"W A CHORD DISTANCE OF 94.45 FEET TO A POINT OF CONTINUED CURVATURE; THENCE AROUND A CURVE IN A COUTNER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 15°12'59", HAVING A RADIUS OF 168.50 FEET, AND CHORD BEARING S25°33'49"W A CHORD DISTANCE OF 44.62 FEET TO A POINT OF CONTINUED CURVATURE; THENCE CONTINUING AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 02°13'32", HAVING A RADUIS OF 168.50 FEET, AND CHORD BEARING S16°50'33"W A CHORD DISTANCE OF 6.54 FEET; THENCE S00°25'14"W A DISTANCE OF 143.78 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF HAGGE AVENUE; THENCE S89°27'19"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 7.14 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 8336.04 SQUARE FEET OR 0.191 ACRES MORE OR LESS.

WHEREAS, the agreement for the public right-of-way has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the public right-of-way on the above described tract of land.

Approved as to Form	☐ _____
November 5, 2018	☐ City Attorney

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, November 6, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

RIGHT-OF-WAY
HALL COUNTY SCHOOL DISTRICT #002

STOLLEY PARK ROAD

PART NW1/4
SECTION 28-T11N-R9W

PART LOT 27
HAGGES' SUB

LOT 26
HAGGES' SUB

PART LOT 33
HAGGES' SUB

EAST 6' OF LOT 33
& LOT 34
HAGGES' SUB

WILLIAM STREET

HAGGE AVENUE

P.O.B.

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	228.50	23°51'21"	95.14	S21°14'38"W	94.45
C2	168.50	15°12'59"	44.75	S25°33'49"W	44.62
C3	168.50	2°13'32"	6.54	S16°50'33"W	6.54

LEGEND

- FOUND CORNER
- SET CORNER (5/8" REBAR W/CAP)
- NEW R.O.W. BOUNDARY LINE
- - - PROPERTY LINE
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- P PLATTED DISTANCE
- D DEEDED DISTANCE

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF LOT 27, HAGGES' SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N00°40'21"W, ALONG THE EAST RIGHT-OF-WAY LINE OF WILLIAM STREET, ALSO BEING THE WEST LINE OF SAID LOT 33, A DISTANCE OF 150.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 33, ALSO BEING THE WEST LINE OF SAID LOT 27, A DISTANCE OF 140.21 FEET; THENCE N36°09'08"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 13.35 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STOLLEY PARK ROAD, ALONG BEING ON THE NORTH LINE OF SAID LOT 27; THENCE N89°15'23"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, ALSO BEING SAID NORTH LINE OF LOT 27, A DISTANCE OF 67.83 FEET TO NORTHEAST CORNER OF SAID LOT 27, ALSO BEING THE NORTHWEST CORNER OF LOT 26, HAGGES' SUBDIVISION; THENCE S00°05'57"W, ALONG SAID WEST LINE OF LOT 26, A DISTANCE OF 23.51 FEET; THENCE N89°46'12"W A DISTANCE OF 10.82 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 23°51'21", HAVING A RADIUS OF 228.50 FEET, AND CHORD BEARING S21°14'38"W A CHORD DISTANCE OF 94.45 FEET TO A POINT OF CONTINUED CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 15°12'59", HAVING A RADIUS OF 168.50 FEET, AND CHORD BEARING S25°33'49"W A CHORD DISTANCE OF 44.62 FEET TO A POINT OF CONTINUED CURVATURE; THENCE CONTINUING AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 02°13'32", HAVING A RADIUS OF 168.50 FEET, AND CHORD BEARING S16°50'33"W A CHORD DISTANCE OF 6.54 FEET; THENCE S00°25'14"W A DISTANCE OF 143.78 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF HAGGE AVENUE; THENCE S89°27'19"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 7.14 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 8336.04 SQUARE FEET OR 0.191 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, JAI JASON ANDRIST, A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION.

Name:

Jai Jason Andrist, L.S. #630, August 25, 2018



PROJECT NO: 2018-0562

DRAWN BY: JMJ

DATE: 08.13.2018

RIGHT-OF-WAY

MOLSSON ASSOCIATES

201 East 2nd Street
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

EXHIBIT

1



City of Grand Island

Tuesday, November 6, 2018

Council Session

Item G-8

#2018-334 - Approving Acquisition of Public Right-of-Way in Industrial Foundation Subdivision; South of Schimmer Drive, West of Blaine Street (Parcel No. 400209144, 400209146, 400209147, and 400209148- PVIPE, LLC)

This item relates to the aforementioned Public Hearing item E-4.

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

RESOLUTION 2018-334

WHEREAS, public right-of-way is being dedicated by PVIPE, LLC to allow for temporary turn arounds at the end of the platted streets within Industrial Foundation Subdivision, described as follows:

A TRACT OF LAND CONSISTING OF PART OF THE NORTHEAST QUARTER (NE ¼) OF SECTION FIVE (5), TOWNSHIP TEN (10) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF INDUSTRIAL FOUNDATION SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE ON AN ASSUMED BEARING OF N00°01'57"E ALONG THE EAST LINE OF INDUSTRIAL FOUNDATION SUBDIVISION, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF COLBALT DRIVE, A DISTANCE OF 79.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°01'57"E, ALONG SAID EAST LINE, A DISTANCE OF 160.24 FEET; THENCE S44°58'03"E A DISTANCE OF 42.59 FEET; THENCE S00°01'57"W, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 100.00 FEET; THENCE S45°01'57"W A DISTANCE OF 42.59 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 3,918.89 SQUARE FEET OR 0.090 ACRES MORE OR LESS.

AND

A TRACT OF LAND CONSISTING OF PART OF LOT 6, INDUSTRIAL FOUNDATION SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 6, INDUSTRIAL FOUNDATION SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°01'57"E ALONG THE EAST LINE OF SAID LOT 6, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF COLBALT DRIVE, A DISTANCE OF 79.57 FEET TO THE POINT OF BEGINNING; THENCE N44°58'03"W A DISTANCE OF 42.59 FEET; THENCE N00°01'57"E, PARALLEL WITH SAID EAST LINE OF LOT 6, A DISTANCE OF 100.00 FEET; THENCE N45°01'57"E A DISTANCE OF 42.59 FEET TO A POINT ON SAID EAST LINE OF LOT 6; THENCE S00°01'57"W, ALONG SAID EAST LINE OF LOT 6, A DISTANCE OF 160.24 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 3,918.91 SQUARE FEET OR 0.090 ACRES MORE OR LESS.

AND

A TRACT OF LAND CONSISTING OF PART OF LOT 4, INDUSTRIAL FOUNDATION SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, INDUSTRIAL FOUNDATION SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°01'57"E, ALONG THE WEST LINE OF SAID LOT 4, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF IRON DRIVE, A DISTANCE OF 75.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°01'57"E, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 170.00 FEET; THENCE S44°58'03"E A DISTANCE OF 49.50 FEET; THENCE S00°01'57"W, PARALLEL WITH SAID WEST LINE OF LOT 4, A DISTANCE OF 100.00 FEET; THENCE S45°01'57"W A DISTANCE OF 49.50 FEET TO A POINT ON SAID WEST LINE OF LOT 4 TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCUALTED ARE OF 4,725.00 SQUARE FEET OR 0.108 ACRES MORE OR LESS.

Approved as to Form	▣ _____
November 5, 2018	▣ City Attorney

AND

A TRACT OF LAND CONSISTING OF PART OF LOT 2, INDUSTRIAL FOUNDATION SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, INDUSTRIAL FOUNDATION SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°01'57"E, ALONG THE EAST LINE OF SAID LOT 2, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF IRON DRIVE, A DISTANCE OF 75.03 FEET TO THE POINT OF BEGINNING; THENCE N44°58'03"W A DISTANCE OF 49.50 FEET; THENCE N00°01'57"E, PARALLEL WITH SAID EAST LINE OF LOT 2, A DISTANCE OF 100.00 FEET; THENCE N45°01'57"E A DISTANCE OF 49.50 FEET TO A POINT ON SAID EAST LINE OF LOT 2; THENCE S00°01'57"W, ALONG SAID EAST LINE OF LOT 2, A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCUALTED AREA OF 4,725.00 SQUARE FEET OR 0.108 ACRES MORE OR LESS.

WHEREAS, an agreement for the public right-of-way has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the public right-of-way on the above described tracts of land.

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, November 6, 2018.

Jeremy L. Jensen, Mayor

Attest:

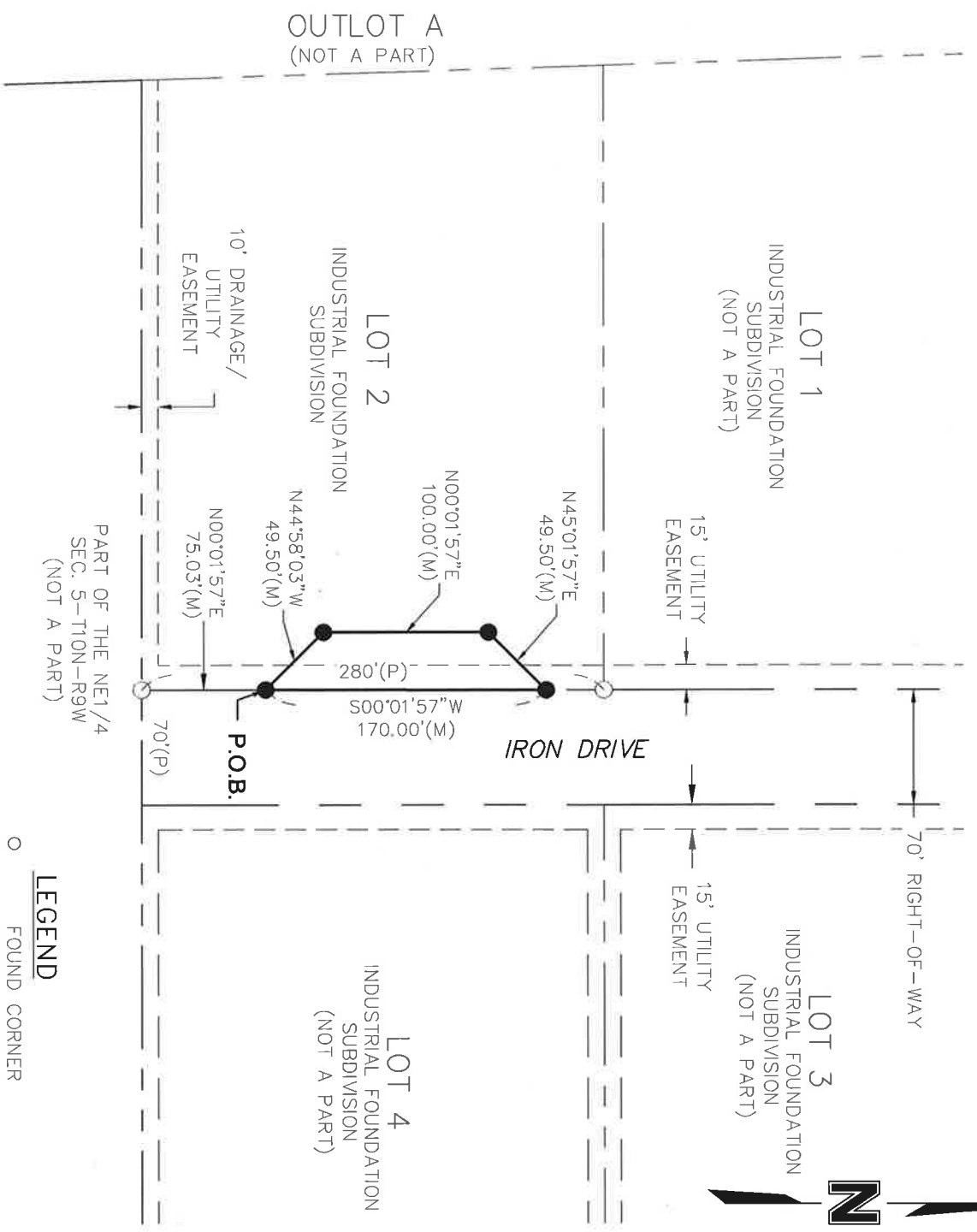
RaNae Edwards, City Clerk

- 2 -

Survey Record



SCALE IN FEET



PART OF THE NE1/4
SEC. 5-T10N-R9W
(NOT A PART)

LEGEND

- FOUND CORNER
- SET CORNER (5/8"x24" REBAR w/PSC LS#630)
- ROW LINE
- NEW ROW LINE
- PROPERTY LINE
- EASEMENT LINE
- MEASURED DISTANCE
- PLATTED DISTANCE

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF LOT 2, INDUSTRIAL FOUNDATION SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

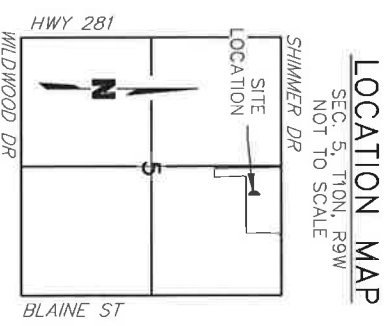
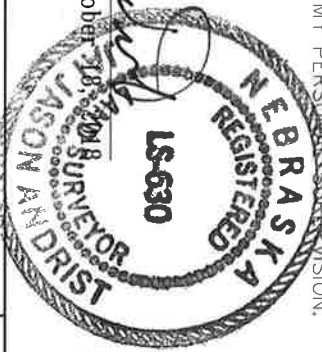
COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, INDUSTRIAL FOUNDATION SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°01'57"E, ALONG THE EAST LINE OF SAID LOT 2, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF IRON DRIVE, A DISTANCE OF 75.03 FEET TO THE POINT OF BEGINNING; THENCE N44°58'03"W A DISTANCE OF 49.50 FEET; THENCE N00°01'57"E, PARALLEL WITH SAID EAST LINE OF LOT 2, A DISTANCE OF 100.00 FEET; THENCE N45°01'57"E A DISTANCE OF 49.50 FEET TO A POINT ON SAID EAST LINE OF LOT 2; THENCE S00°01'57"W, ALONG SAID EAST LINE OF LOT 2, A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 4,725.00 SQUARE FEET OR 0.108 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, JAI JASON ANDRIST, A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION.

Name: *Jai Jason Andrist*
Jai Jason Andrist, L.S. #630, October 18, 2018



PROJECT NO: 2018-1416
DRAWN BY: JMJ
DATE: 10.18.2018

RIGHT-OF-WAY

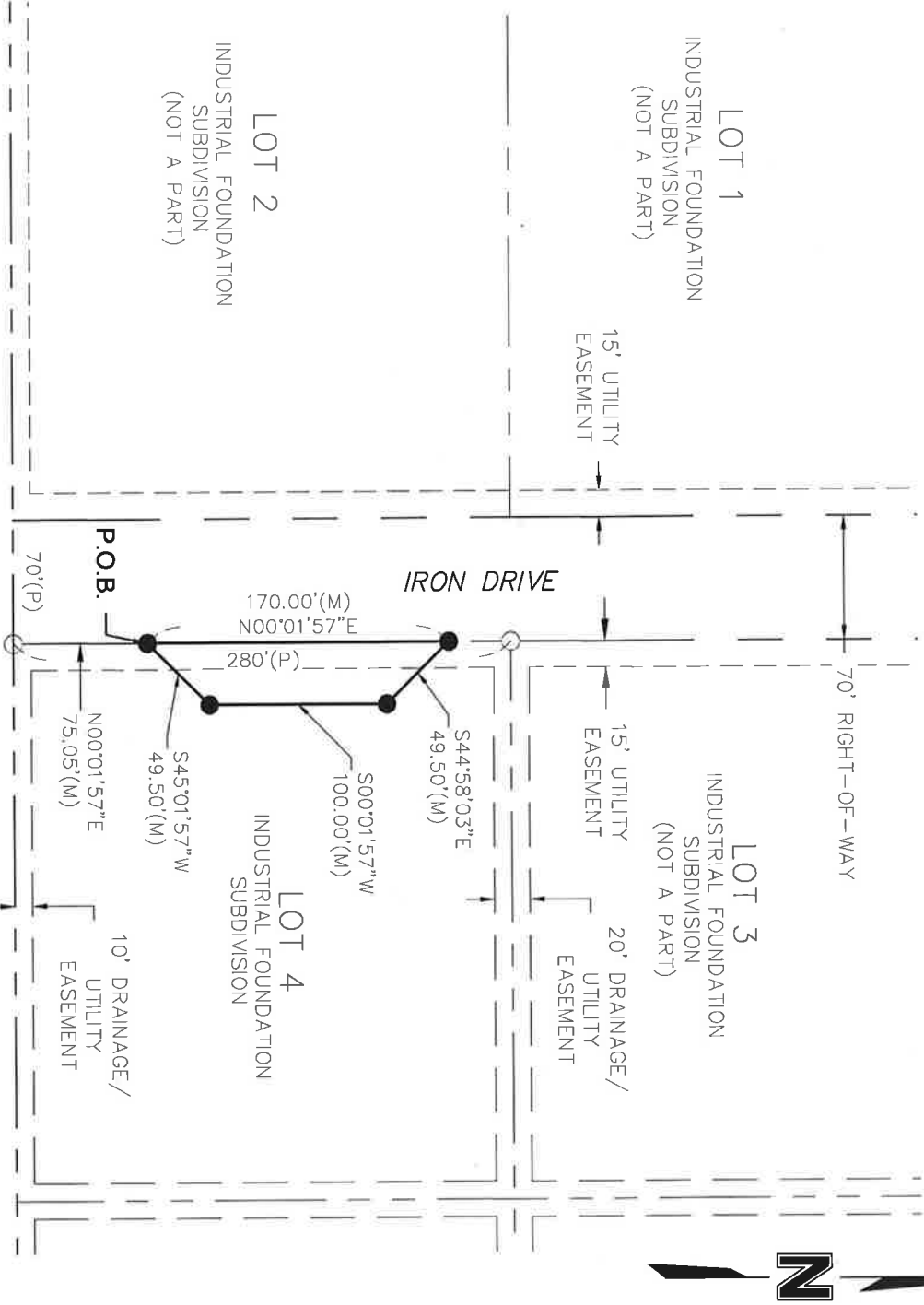
Olsson

201 East 2nd Street
Grand Island, NE 68802
TEL 308.384.8750
FAX 308.384.8752

Survey Record



SCALE IN FEET



PART OF THE NE 1/4
SEC. 5-T10N-R9W
(NOT A PART)

LEGEND

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- SET CORNER (5/8"x24" REBAR w/PSC LS#630)
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- MEASURED DISTANCE
- PLATTED DISTANCE

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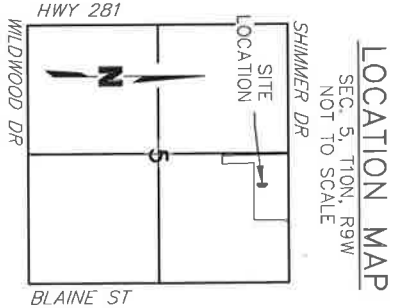
COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, INDUSTRIAL FOUNDATION SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°01'57"E, ALONG THE WEST LINE OF SAID LOT 4, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF IRON DRIVE, A DISTANCE OF 75.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°01'57"E, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 170.00 FEET; THENCE S44°58'03"E A DISTANCE OF 49.50 FEET; THENCE S00°01'57"W, PARALLEL WITH SAID WEST LINE OF LOT 4, A DISTANCE OF 100.00 FEET; THENCE S45°01'57"W A DISTANCE OF 49.50 FEET TO A POINT ON SAID WEST LINE OF LOT 4 TO THE POINT OF BEGINNING.

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Name: *Jai Jason Andrist*
Jai Jason Andrist, L.S. #630, October 18, 2018



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DRAWN BY: JMJ
DATE: 10.18.2018

RIGHT-OF-WAY

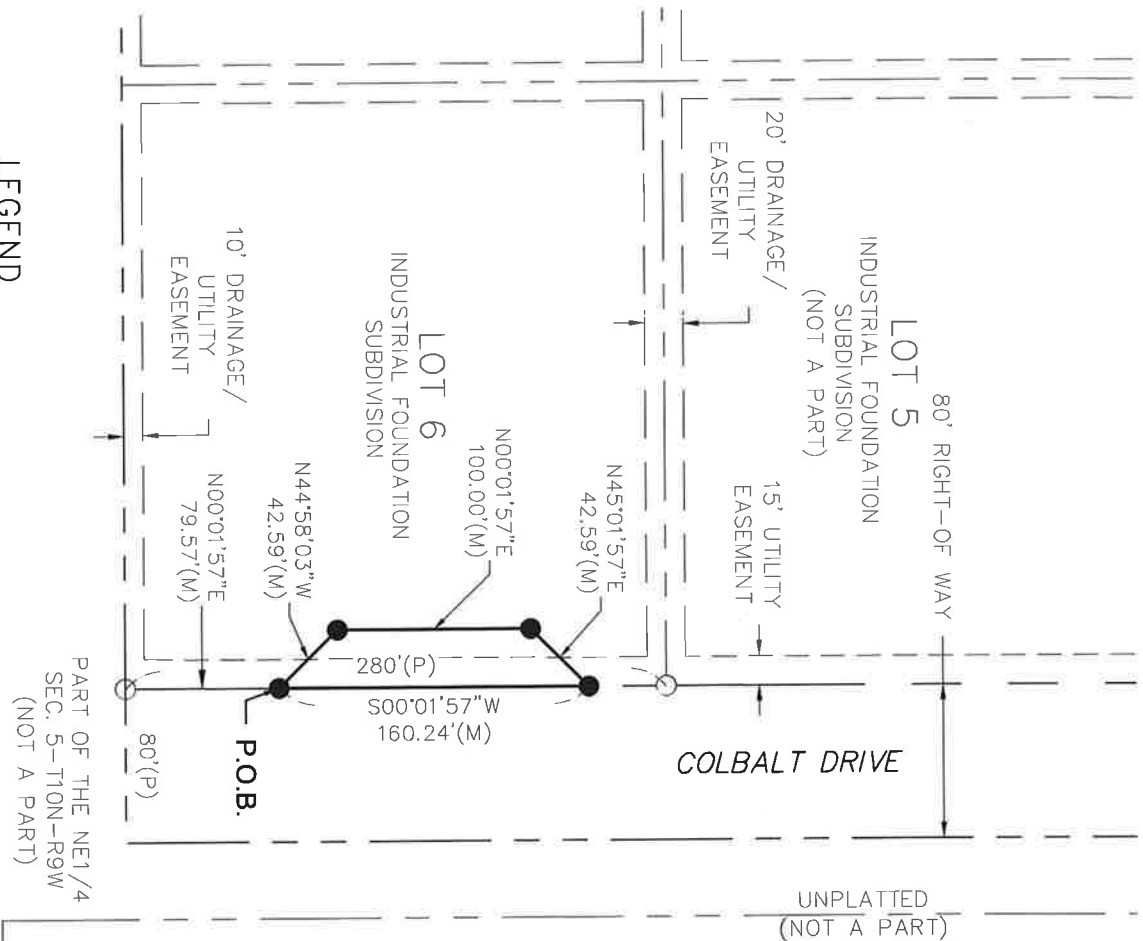
olsson

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Grand Island, NE 68802
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Survey Record



SCALE IN FEET



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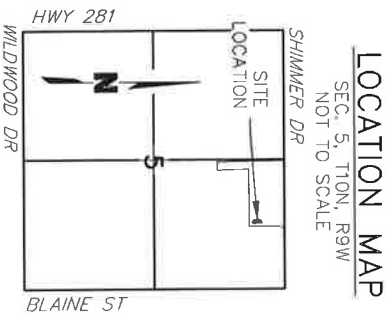
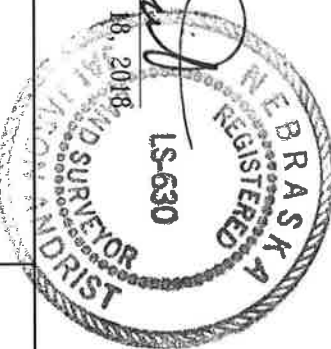
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Name: *Jai Jason Andrist*
Jai Jason Andrist, L.S. #630, October 18, 2018



PROJECT NO: 2018-1416
DRAWN BY: JMJ
DATE: 10.18.2018

RIGHT-OF-WAY

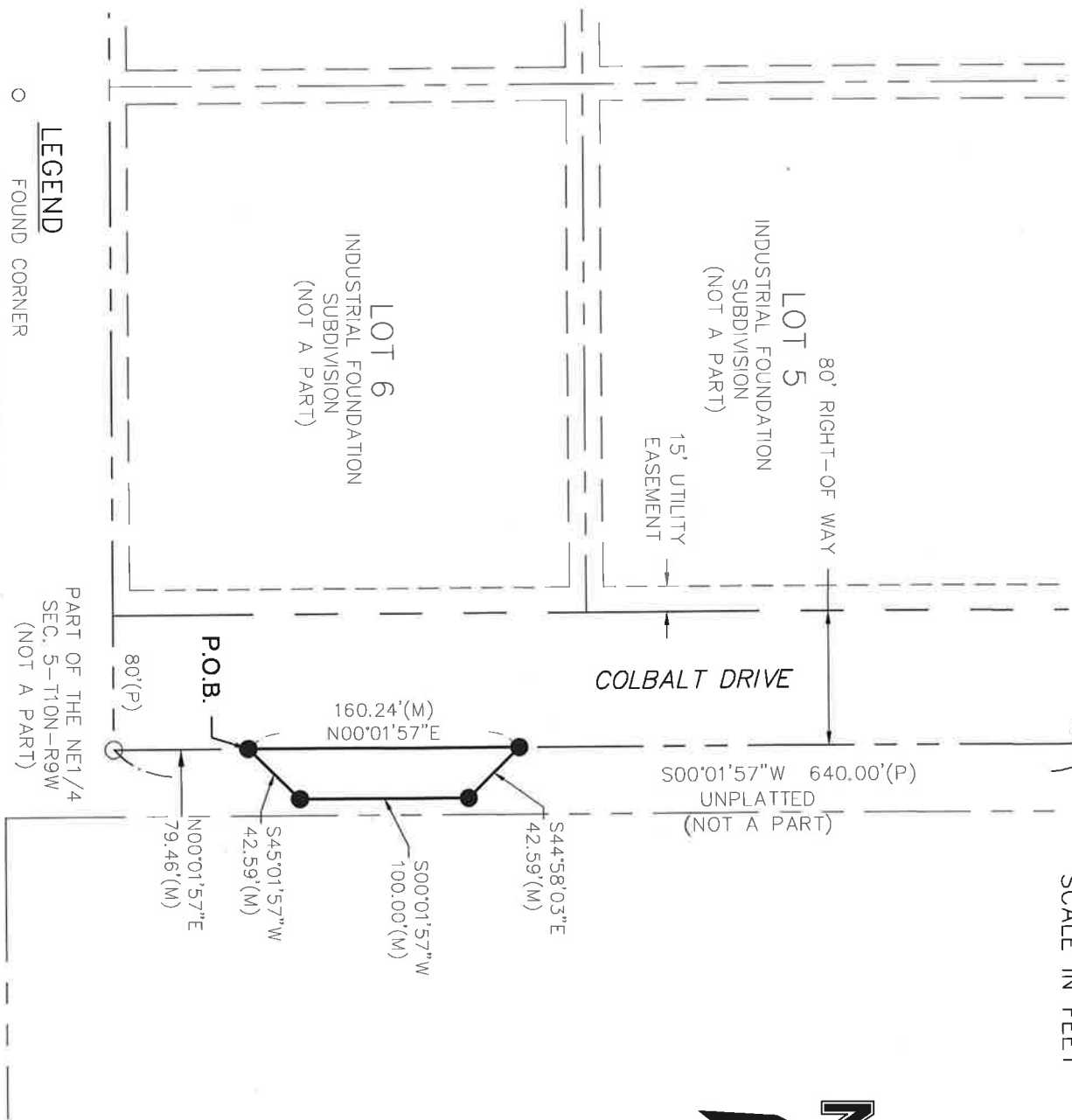
Olsson

201 East 2nd Street
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Survey Record



SCALE IN FEET



LEGEND

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LEGAL DESCRIPTION

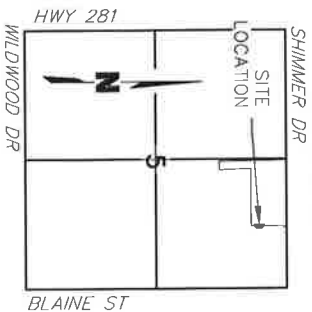
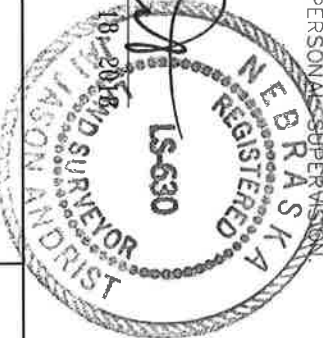
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COMMENCING AT THE SOUTHEAST CORNER OF INDUSTRIAL FOUNDATION SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE ON AN ASSUMED BEARING OF N00°01'57"E ALONG THE EAST LINE OF INDUSTRIAL FOUNDATION SUBDIVISION, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF COLBALT DRIVE, A DISTANCE OF 79.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°01'57"E, ALONG SAID EAST LINE, A DISTANCE OF 160.24 FEET; THENCE S44°58'03"E A DISTANCE OF 42.59 FEET; THENCE S00°01'57"W, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 100.00 FEET; THENCE S45°01'57"W A DISTANCE OF 42.59 FEET TO THE POINT OF BEGINNING.

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Name: *Jai Jason Andrist*
Jai Jason Andrist, L.S. #630, October 18, 2018



LOCATION MAP

SEC. 5, T10N, R9W
NOT TO SCALE

PROJECT NO: 2018-1416
DRAWN BY: JMJ
DATE: 10.18.2018

RIGHT-OF-WAY

olsson

201 East 2nd Street
Grand Island, NE 68802
TEL 308.384.8750
FAX 308.384.8752

DWG: F:\2018\1001-1500\018-1416\40-Design\Survey\SRVY\Sheets\V_NRWAY_018-1416.dwg USER: jjimenez
DATE: Oct 18, 2018 12:04pm XREFS: c_xtopo_81416 V_RWAY_018-1416 C_RWAY_81416



City of Grand Island

Tuesday, November 6, 2018

Council Session

Item G-9

#2018-335 - Approving Certificate of Final Completion for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 6, 2018

Subject: Approving Certificate of Final Completion for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T

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

Background

Sanitary Sewer Project No. 2017-S-3 planned, designed and built an extension of the sanitary sewer from Stolley Park Road and Freedom Drive intersection west to just beyond the planned new US Highway 30 west realignment. This extension would be difficult and costly after the new highway is constructed.

Sanitary Sewer District No. 540T, which was created by City Council on April 11, 2017 via Ordinance No. 9629, continued west to areas between the existing Highway 30 alignment and the proposed realignment including the West Park Plaza Mobile Home Park. West Park Plaza and property along the existing Highway 30 route are within city limits and in need of City sanitary services. This tap district has the ability to serve areas that are yet to be developed, which is anticipated to change with the west US Highway 30 realignment project. Sewer is now available to approximately 250 properties that previously did not have access; the majority of these properties are within the West Park Plaza Mobile Home Park. The district costs, which equate to \$707,067.32, will be assessed to the properties within such. A district boundary is attached for reference.

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$747,545.56 contract for construction of Sanitary Sewer Project No. 2017-S-3 and Sanitary Sewer District No. 5540T on January 23, 2018 via Resolution No. 2018-19.

On March 27, 2018, via Resolution No. 2018-83, City Council approved Change Order No.1 in the amount of \$36,056.10, which allowed for the establishment of unit prices for gravel bedding in the 15" and 21" sanitary sewer pipe, as this was used in lieu of rock bedding.

Work commenced on January 24, 2018 and was completed on October 24, 2018.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction was completed with an underrun of \$12,407.48, for a total cost of \$771,194.18. The underrun is a result of using native soils

and gravel pipe bedding instead of the rock that was specified in the bidding documents. Additional project costs are shown below.

ADDITIONAL COSTS

Public Works Engineering Services	\$ 14,298.79
Olsson Associates- Engineering Services	\$ 232,867.00
Grand Island Independent- Advertising	\$ 257.86
Hall County Register of Deeds- Filing	\$ 246.00
Troy Sidak- Easement	\$ 7,018.00
Mettenbrink Farms- Easement	\$ 3,300.00
Shafer & Hartman Farms- Easement	\$ 32,170.21
Daniel Garner- Easement	\$ 6,000.00
Gary Rowe- Easement	\$ 3,500.00
Glen Schwarz- Easement	\$ 4,000.00
L & P Investments- Easement	\$ 5,390.00
Northwestern Energy	\$ (8,396.74)
Additional Costs Total= \$ 300,651.12	

Total project cost is \$1,071,845.30, with an assessable amount of \$707,067.32, which will be presented to the Board of Equalization on December 4, 2018. The remaining costs are attributed to Sanitary Sewer Project No. 2017-S-3.

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 West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T and set the Board of Equalization date of December 4, 2018.

Sample Motion

Move to approve the Certificate of Final Completion for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T and set the Board of Equalization date of December 4, 2018.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3
and Sanitary Sewer District No. 540T
CITY OF GRAND ISLAND, NEBRASKA
November 6, 2018

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

This is to certify that West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated January 23, 2018. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
Base Bid Section-					
1	Mobilization / Demobilization	1.00	LS	\$ 12,000.00	\$ 12,000.00
2	21" PVC Sanitary Sewer with Native Bedding	1,501.00	LF	\$ 56.10	\$ 84,206.10
3	21" PVC Sanitary Sewer with Rock Bedding	231.00	LF	\$ 73.75	\$ 17,036.25
4	15" PVC Sanitary Sewer with Native Bedding	5,838.00	LF	\$ 39.55	\$ 230,892.90
5	15" PVC Sanitary Sewer with Rock Bedding	0.00	LF	\$ 53.95	\$ 0.00
6	10" PVC Sanitary Sewer with Native Bedding	264.00	LF	\$ 55.95	\$ 14,770.80
7	8" PVC Sanitary Sewer with Native Bedding	127.00	LF	\$ 47.50	\$ 6,032.50
8	6" PVC Sanitary Service with Native Bedding	748.00	LF	\$ 42.55	\$ 31,827.40
9	21" PVC Plug	1.00	EA	\$ 600.00	\$ 600.00
10	15" PVC Plug	1.00	EA	\$ 190.00	\$ 190.00
11	10" PVC Plug	7.00	EA	\$ 115.00	\$ 805.00
12	8" PVC Plug	2.00	EA	\$ 70.00	\$ 140.00
13	6" Service Connection	20.00	EA	\$ 355.00	\$ 7,100.00
14	34" x 0.500" Steel Casing Pipe	231.00	LF	\$ 200.00	\$ 46,200.00
15	48" Type 1 Concrete Manhole	14.00	EA	\$ 3,000.00	\$ 42,000.00
16	48" Type 2 Concrete Manhole	12.00	EA	\$ 3,030.00	\$ 36,360.00
17	Additional Manhole Depth (Type 1)	130.44	VF	\$ 308.75	\$ 40,273.35
18	Additional Manhole Depth (Type 2)	117.28	VF	\$ 308.75	\$ 36,210.20
19	Connect to Existing Sanitary Sewer	1.00	EA	\$ 785.00	\$ 785.00
20	Remove Asphalt Paving	946.00	SY	\$ 4.85	\$ 4,588.10
21	Tree Removal	1.00	LS	\$ 9,300.00	\$ 9,300.00
22	Remove and Replace Fence	320.00	LF	\$ 11.00	\$ 3,520.00
23	Remove and Reset Sign	1.00	EA	\$ 115.00	\$ 115.00
24	Place 8" Concrete Pavement	1,002.00	SY	\$ 49.45	\$ 49,548.90
25	Traffic Control	0.75	LS	\$ 9,500.00	\$ 7,125.00
26	Dewatering	1,721.00	LF	\$ 33.10	\$ 56,965.10
27	Seeding (Type 2)	3.47	ACR	\$ 2,300.00	\$ 7,981.00
28	Erosion Control	1.00	LS	\$ 19,575.00	\$ 19,575.00
Total Base Bid Section=					\$ 766,147.58

Change Order No. 1-						
CO1-1	21" Gravel Bedding	647.00	LF	\$	7.80	\$ 5,046.60
CO1-2	15" Gravel Bedding	0.00	LF	\$	6.70	\$ 0.00
Total Change Order No. 1=						\$ 5,046.60

Grand Total= \$ 771,194.18

Additional Costs:

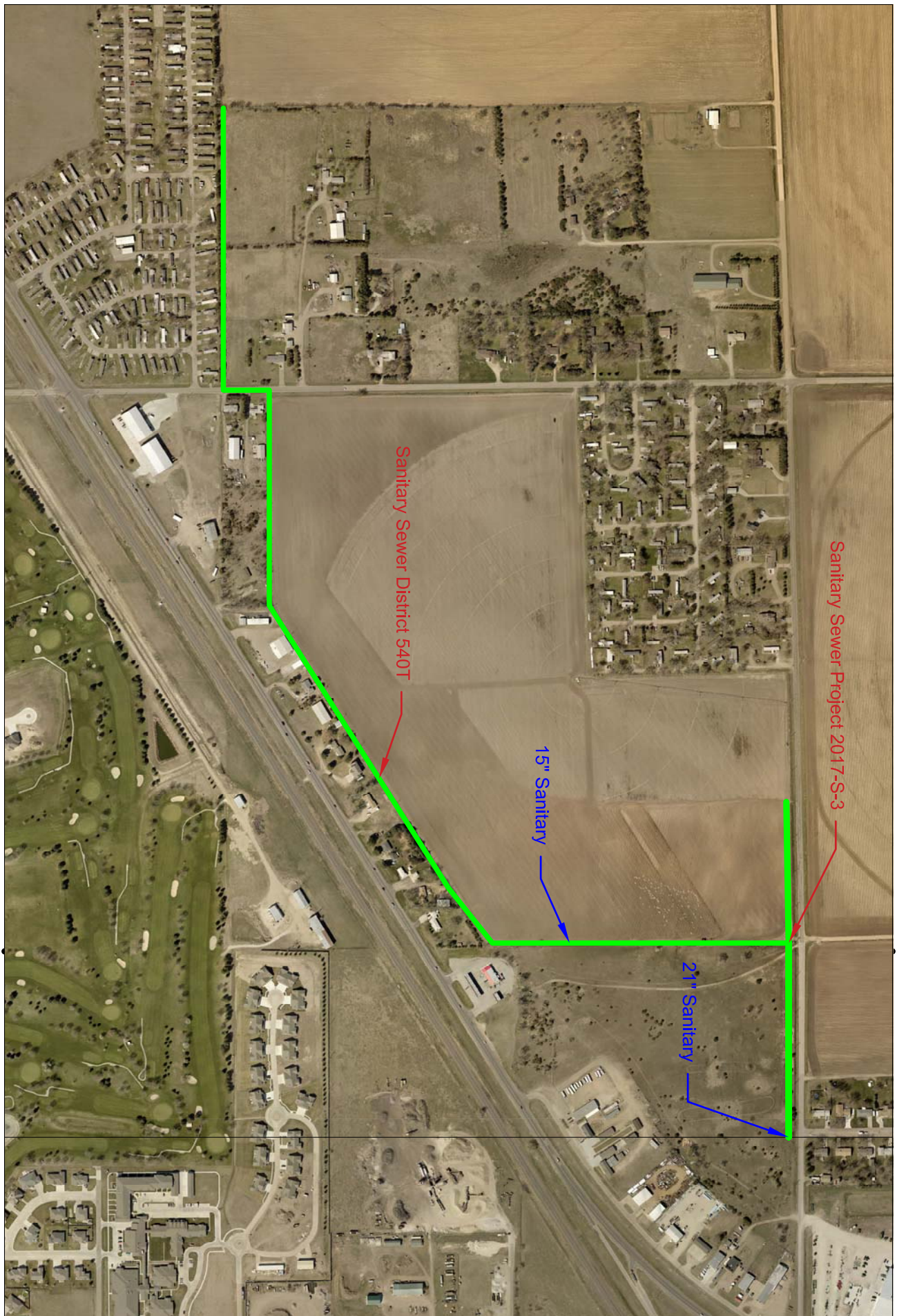
Public Works Engineering Services	\$ 14,298.79
Olsson Associates- Engineering Services	\$ 232,867.00
Grand Island Independent- Advertising	\$ 257.86
Hall County Register of Deeds- Filing	\$ 246.00
Troy Sidak- Easement	\$ 7,018.00
Mettenbrink Farms- Easement	\$ 3,300.00
Shafer & Hartman Farms- Easement	\$ 32,170.21
Daniel Garner- Easement	\$ 6,000.00
Gary Rowe- Easement	\$ 3,500.00
Glen Schwarz- Easement	\$ 4,000.00
L & P Investments- Easement	\$ 5,390.00
Northwestern Engergy	\$ (8,396.74)
Additional Costs Total=	\$ 300,651.12

Total Project Cost= \$1,071,845.30

I hereby recommend that the Engineer's Certificate of Final Completion for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T be approved.

John Collins – City Engineer/Public Works Director

Jeremy L. Jensen – Mayor



RESOLUTION 2018-335

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed such project for the total construction amount of \$771,194.18; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, additional project costs equate to \$300,651.12, as shown

ADDITIONAL COSTS

Public Works Engineering Services	\$ 14,298.79
Olsson Associates- Engineering Services	\$ 232,867.00
Grand Island Independent- Advertising	\$ 257.86
Hall County Register of Deeds- Filing	\$ 246.00
Troy Sidak- Easement	\$ 7,018.00
Mettenbrink Farms- Easement	\$ 3,300.00
Shafer & Hartman Farms- Easement	\$ 32,170.21
Daniel Garner- Easement	\$ 6,000.00
Gary Rowe- Easement	\$ 3,500.00
Glen Schwarz- Easement	\$ 4,000.00
L & P Investments- Easement	\$ 5,390.00
Northwestern Energy	\$ (8,396.74)
Additional Costs Total= \$ 300,651.12	

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

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

1. The Certificate of Final Completion for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T, in the amount of \$1,071,845.30 is hereby confirmed.
2. The City Council will sit as a Board of Equalization on December 4, 2018 to determine benefits and set assessments for Sanitary Sewer District No. 540T.
- 3.

- - -

Approved as to Form	<input type="checkbox"/>	_____
November 5, 2018	<input type="checkbox"/>	City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, November 6, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 6, 2018

Council Session

Item G-10

#2018-336 - Approving Amendment No. 3 to Engineering Consulting Agreement for 13th Street Roadway Improvements; Project No. 2018-P-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 6, 2018

Subject: Approving Amendment No. 3 to Engineering Consulting Agreement for 13th Street Roadway Improvements; Project No. 2018-P-1

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

Background

This project includes roadway and drainage improvements along 13th Street from North Road to Moores Creek, and intersection improvements at 13th Street and North Road.

On August 22, 2017, via Resolution No. 2017-236, City Council approved an agreement with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$15,000.00 for 13th Street Roadway Improvements; Project No. 2018-P-1. This agreement accounted for design concepts for the three lane curb and gutter roadway section with associated sidewalk and other miscellaneous improvements, including drainage.

On October 10, 2017, via Resolution No. 2017-278, City Council approved Amendment No. 1 to the original agreement to include final design services in the amount of \$141,281.25, resulting in a revised agreement amount of \$156,281.25.

On February 27, 2108, via Resolution No. 2018-59, City Council approved Amendment No. 2 to the original agreement to include construction observation services in the amount of \$255,896.97, resulting in a revised agreement amount of \$412,178.22.

Discussion

Due to unforeseen utility conflicts and construction delays, it is now requested to add additional construction observation services to the original agreement with Alfred Benesch & Company, in the amount of \$29,644.00 for a revised agreement total of \$441,822.22. Liquidated damages yet to be determined will be applied against the contractor, which will help offset the cost of this amendment.

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. 3 to the original agreement with Alfred Benesch & Company of Lincoln, Nebraska, in the amount of \$29,644.00.

Sample Motion

Move to approve the resolution.



CONSULTING SERVICES AGREEMENT

CLIENT	City of Grand Island	Project Name	City of Grand Island
Address	City Hall, 100 East First Street Grand Island, NE 68802		13 th Street Roadway Improvement Amendment No. 3 for Additional Construction Engineering
		Project Location	13 th Street - North to Moore's Creek
Telephone	308-385-5444		
Client Contact	Keith Kurz	Consultant PM	Terry Brown
Client Job No.	2018-P1	Consultant Job No.	00111672.00

This AGREEMENT is made by and between City of Grand Island, hereinafter called "CLIENT," and Alfred Benesch & Company, hereinafter called "CONSULTANT", for professional consulting services as specified herein. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows d(or shown in Attachment A):

Amendment No. 3 for Additional Construction Engineering Consulting Services

\$29,644

Construciton Services: \$210,896.97+ \$29,644 = \$240,540.97

Total not to Exceed for Design and Construciton Services \$412,178.22 + \$29,644 = \$441,822.22

The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

☒ Attachment A: Scope of Services and Fee Estimate

☐ Attachment B: Schedule of Unit Rates

☐ Attachment C: _____

or

☐ Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT for the CONSULTANT's estimated fee as described below:

☐ BY LUMP SUM: \$____.

☒ BY TIME AND MATERIALS: \$Not to exceed \$29,644.

☐ BY OTHER PAYMENT METHOD (See Attachment A): \$____.

☐ AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT:

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: _____
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Anthony Dirks, P.E.

TITLE: _____

TITLE: Vice President

DATE: _____, 20____

DATE: October 24, 2018

BENESCH OFFICE: Lincoln

ADDRESS: 825 M Street, Suite 100

Lincoln, NE 68508

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from

Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant within sixty (60) days after the date of the undisputed invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this Agreement without cause at any time. In the event of such

termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name the Client as additional insured on

Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and Consultant shall retain

an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic

feasibility projections, and schedules for the Project, the Consultant 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. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of

such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined the deficiency is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any

third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all

regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

☐ ***Supplemental Condition is incorporated herein when the applicable box is checked.***

☐ **S.1 Location of Underground Utilities**

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

☐ **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

☐ **S.3 Disposition of Samples and Equipment**

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

ATTACHMENT A

Scope of Services

Amendment No. 3 Additional Construction Services - 13th Street Road Improvements

City Project Number 2018-P-1

TASK 1. Construction Phase Services

General Construction Project Management, Staking, Inspection, Material Testing and Closeout Services

a. Project Inspection & Observation Tasks

Benesch or their sub-consultant will observe and verify construction compliance with contract documents for critical items such as embankment, bedding, backfill, concrete box culvert construction, subgrade prep and paving with visual inspection and/or material testing before the work is "covered up". Limited observation will be provided during non-critical activities such as excavation, removals, reinforcing steel placement, forming, etc. This list is not inclusive of all tasks or inspections that will be completed by Benesch or their sub-consultant. Benesch will work closely with the City to adjust inspection hours as necessary to accommodate the Contractor's schedule and progress.

- i. Document pre-construction conditions of the project site with photos for comparison and any dispute resolution during and/or after construction.
- ii. Document all inspections in the field by photos, measurements, computations and/or observations as logged within the Inspector's Daily Reports (IDRs).
- iii. Prepare and keep detailed notes, records of quantities of pay items used in the work, test results, certifications, or basis of acceptance of these materials, and a record of the contractor's operations.
- iv. Inform Contractor at the pre-construction meeting that water shutdowns will be coordinated by the Inspector.
- v. Coordinate with the Contractor to discuss work performed when not on-site for proper documentation and inclusion in the IDRs.
- vi. Provide random/periodic review compliance of traffic control and ADA signing maintenance throughout the duration of the project, if necessary. Specifically, at the beginning, phase changes, storm events and end of the project. Benesch will report any known deficiencies but is not responsible for part/full time inspection unless approved by written request of the City Project Manager.
- vii. Verify that materials sources incorporated into the project are on the latest version of the City and/or NDOR Approved Products List.
- viii. Participate in Contractor led progress meetings every two weeks using agreed on agenda format.
- ix. Consult with the City Project Manager regarding project changes, utility conflicts, change authorizations and change orders.
- x. Observe plan profiles are constructed accurately and conduct consultation with City Project Manager regarding deviations.
- xi. Observe that poly wrap encasement is installed in accordance to DIPRA standards for ductile iron pipe, blocking, anchorage and restraints are provided where called for on the construction documents.
- xii. Observe water pipe joints placement near sanitary and storm sewer crossings.
- xiii. Observe that thrust blocking, anchorage and restraints are provided where called for on the construction documents.
- xiv. Observe that hydrants are installed to proper grades, orientation and plumb.

ATTACHMENT A

Page 1 of 2

- xv. Observe that water valve stems and waste water manholes are raised to grade per standard City details.
- xvi. Randomly observe pavement sawing and removals throughout construction.
- xvii. Observe backfilling of trenches, inlets, hydrants, manholes, pipes, culverts and appurtenances, concrete placement and ADA ramp installation.
- xviii. Observe reinforcing steel placement prior to each concrete pour.
- xix. Observe concrete placement, erosion control installation and seeding placement.
- xx. Inform and verify field modifications with the City's Project Manager prior to authorization of work.

SCHEDULE

Benesch shall provide the services stated above in accordance with a schedule set forth below:

Benesch has completed construction management and inspection services as listed in subsection one (1) above. The inspection duration for the contract is 115 Working Days (March 5-August 10), 23 Weeks and Assumes Monday thru Friday Construction Days at 9 Hours/Day including field inspection, testing, bookwork/reports and travel} per the City of Grand Island Contract with the Construction Contractor. The inspection time thru October 19th amounts 1032 hours which we had 1035 budgeted. The daily work reports started May 14th with an additional week prior for utility locates. The 23 weeks assumed project duration would therefore expire by October 19th. This amendment extends the construction management and inspection services by an additional 7 weeks (5 weeks to Thanksgiving and 2 weeks in the spring for remaining finish work.

ATTACHMENT A

Page 2 of 2

**Attachment A
Total Amendment Fee**

**13th Street Roadway Improvements - Amendment No. 3
City Project Number 2018-P-1**

Task No.	Task Description		Fee Estimate
1	AMENDMENT No. 3 Additional Construction Phase		\$27,369
	Expenses		\$2,275
		Total Amendment Cost	\$29,644

ATTACHMENT A: MAN-HOUR ESTIMATE - 13th STREET ROADWAY PROJECT AMENDMENT 3 CONSTRUCTION SERVICES

Task No.	Description of Work Items / Tasks	PM	Sr PE	LI	FE	Total Manhours	Total Labor Fee	Overhead 159.80%	Total (A+B)	Profit 12.90%	Total Fee (A+B+C)
1	Construction Phase (Assumes Mar 5-Aug 10 - 161 Calendar Days/115 Working Days/23Weeks at Monday - Friday and 8 Hr Days that includes field inspection, testing, bookwork/reports w/ all other Inspection Durations As Indidcated) (MAY 14 - OCT 19)										
	Additional 7 weeks of Construction Management (Assumes 4 hrs. per week PM, 3 hrs. per week LI and 8 hrs./working day FE)	28		21	280	329	\$9,331	\$14,911	\$24,242	\$3,127	\$27,369
	Total Manhours	28	0	21	280	329					
	Total	\$1,554	\$0	\$777	\$7,000	\$9,331	\$9,331	\$14,911	\$24,242	\$3,127	\$27,369
	Total Labor, OH & Profit	\$4,558	\$0	\$2,279	\$20,532						\$27,369

**ATTACHMENT A: TOTAL EXPENSES - 13TH STREET ROADWAY IMPROVEMENTS PROJECT NO.
2018-P-1 CONSTRUCTION SERVICES**

Expenses	Amount		\$ Ea.		Cost
Construction					
Travel, mile (truck) {Assumes 5 testing Trips at 210 miles round trip from Lincoln}		MILES	\$ 0.56		\$0.00
Travel, mile (survey vehicle) {Assumes 24 Trips at 210 miles round trip from Lincoln}		MILES	\$ 0.56		\$0.00
Travel, in Town (truck) {Work Truck in Grand Island}	35	VEHICLE DAY	\$ 65.00		\$2,275.00
Hotel Accommodations		EACH	\$ 105.00		\$0.00
Meal Per Diem		EACH	\$ 45.00		\$0.00
Concrete Cylinder Molds and Compression Test of 6" x 12" Concrete Cylinders {Assumes 1-set of 3/500 SY of paving or 1-Test/Pour/Day, 19519 SY of 9" Paving (39), Small Pours and Structures (31).}		EACH	\$ 18.50		\$0.00
Nuclear density tests - pavement subgrade		EACH	\$ 50.00		\$0.00
Nuclear density tests - Utility backfill		EACH	\$ 50.00		\$0.00
Moisture Density Proctor Curve		EACH	\$ 268.00		\$0.00
			Total		\$2,275.00

ATTACHMENT 1: PAY RATES - 13TH STREET ROADWAY IMPROVEMENTS PROJECT NO. 2018-P-1

Construction Services

Overhead Rate : 159.80%

Profit : 12.9%

Personnel		Total Hr.	Salary \$ Per Hr.	Labor Cost	Total Cost
Project Manager(TAB)	PM	28	\$55.50	\$1,554	\$4,558
Senior Engineer (JJ)	Sr Eng	0	\$52.30	\$0	\$0
Senior Environmental Scientist	Sr Env	0	\$41.00	\$0	\$0
Structural Engineer	STR Eng	0	\$48.50	\$0	\$0
Senior Project Engineer (SI)	Sr PE	0	\$49.00	\$0	\$0
Project Engineer	PE	0	\$38.00	\$0	\$0
Design Engineer (Larsen)	DE	0	\$36.00	\$0	\$0
Engineering Technician(Mike Palm)	ET	0	\$20.00	\$0	\$0
Public Involvement Specialist	PIS	0	\$0.00	\$0	\$0
Project Scientist II	PS	0	\$0.00	\$0	\$0
Technologist II / Scientist II	TS	0	\$0.00	\$0	\$0
Survey Crew Chief (RLS)	RLS	0	\$30.00	\$0	\$0
Survey Crew Member / Technician	SCMT	0	\$20.00	\$0	\$0
Field/Lab Tech III	FLT III	0	\$22.00	\$0	\$0
Field/Lab Tech II	FLT II	0	\$20.00	\$0	\$0
Field/Lab Tech I	FLT I	0	\$16.00	\$0	\$0
Construction Manager	CM	0	\$44.00	\$0	\$0
Lead Inspector	LI	21	\$37.00	\$777	\$2,279
Field Engineer	FE	280	\$25.00	\$7,000	\$20,532
	-				
	-				
	-				
Expenses					\$2,275
		329		\$9,331	\$29,644

RESOLUTION 2018-336

WHEREAS, on August 22, 2017, via Resolution No. 2017-236 the Grand Island City Council approved entering into an agreement with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$15,000.00 for conceptual design services for 13th Street Roadway Improvements; Project No. 2018-P-1; and

WHEREAS, on October 10, 2017, via Resolution No. 2017-278, City Council approved Amendment No. 1 for such agreement to include final design services, in the amount of \$141,281.25, for a revised agreement amount of \$156,281.25; and

WHEREAS, on February 27, 2018, via Resolution No. 2018-59, City Council approved Amendment No. 2 to include construction observation services in the amount of \$255,896.97, resulting in revised agreement amount of \$412,178.22; and

WHEREAS, the original agreement is now being amended to include additional construction observation services for such project; and

WHEREAS, such amendment is in the amount of \$29,644.00, for a revised agreement amount of \$441,822.22; and

WHEREAS, Amendment No. 3 to the original agreement with Alfred Benesch & Company of Lincoln, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 3 with Alfred Benesch & Company of Lincoln, Nebraska for additional construction observation services related to 13th Street Roadway Improvements; Project No. 2018-P-1 is hereby approved.

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, November 6, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 5, 2018	☐ City Attorney



City of Grand Island

Tuesday, November 6, 2018

Council Session

Item G-11

#2018-337 - Approving Award of Professional Engineering Consulting Services for Sanitary Sewer Collection System Rehabilitation– Downtown; Project No. 2019-S-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 6, 2018

Subject: Approving Award of Professional Engineering Consulting Services for Sanitary Sewer Collection System Rehabilitation–Downtown; Project No. 2019-S-1

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

Background

A Request for Qualifications (RFQ) for engineering consulting services for Sanitary Sewer Collection System Rehabilitation in the downtown area of the City was advertised in the Grand Island Independent on September 8, 2018. The RFQ was also sent to eighteen (18) potential firms by the Engineering Division of the Public Works Department.

Public Works is taking a proactive approach in rehabilitating sanitary sewer in the downtown area to avoid failures. Cured in Place Pipe (CIPP) lining with manhole rehabilitation will be the focus of this project to reinforce structural integrity of the collection system. Existing pipe segments are within constricted alleyways of the project boundary, which is Clark Street to the west, South Front Street to the north, Plum Street to the east, and First Street to the south. Additional failing pieces in the area may be assessed to determine the best rehabilitation method. Segments are mostly 8-inch pipe, with total length of approximately 13,000 linear feet.

There are approximately 230 miles of gravity sewer within the City of Grand Island's collection system. The majority of this infrastructure is between 26 and 75 years old, and between 8 and 18 inches in diameter. The majority of the sanitary sewer rehabilitations are for old clay tile pipe and or damage/dilapidated manholes.

Discussion

Three (3) submittals were opened on September 25, 2018, reviewed and scored.

Using the evaluation criteria set out in the Request for Qualifications the submittal from Olsson, Inc. of Grand Island, Nebraska was scored as the highest ranking firm. Negotiations with the selected firm resulted in an agreed upon amount of \$81,850.00 for such services.

Funds for the consulting services are in the approved 2018/2019 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 award of Professional Engineering Consulting Services for Sanitary Sewer Collection System Rehabilitation–Downtown; Project No. 2019-S-1 to Olsson, Inc. of Grand Island, Nebraska for an amount not to exceed \$81,850.00.

Sample Motion

Move to approve the award of the proposal.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING SERVICES FOR THE PUBLIC WORKS DEPARTMENT
2019 CAPITAL IMPROVEMENT PROJECTS; SELECTED LOCATIONS**

RFP DUE DATE: September 25, 2018 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: September 8, 2018

NO. POTENTIAL BIDDERS: 18

SUMMARY OF PROPOSALS RECEIVED

Felsburg Holt & Ullevig
Lincoln, NE

HDR Engineering, Inc.
Omaha, NE

Alfred Benesch
Grand Island, NE

Iteris Inc.
Lincoln, NE

Olsson Associates
Grand Island NE

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

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director
Keith Kurz, Assist. Public Works Director

P2070



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

November 6, 2018

City of Grand Island
Attn: Keith Kurz
100 East First Street
Grand Island, NE 68801

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Sanitary Sewer Rehabilitation - Downtown (the "Project")
Grand Island, NE

Dear Mr. Kurz:

It is our understanding that the City of Grand Island, NE ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date:	November 12, 2018
Anticipated Design Completion Date:	March 2019

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$81,850.00.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Tara Bevard.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Jeff Palik

By 
Joe Baxter

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF GRAND ISLAND, NE

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions

Scope of Services

Reimbursable Expense Schedule

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated November 6, 2018 between City of Grand Island, NE ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the

fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any

laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract

documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of

the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in

connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson 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, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused

by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be

responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants,

motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated November 6, 2018 between City of Grand Island, NE ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Grand Island, NE

Project Description: Grand Island Sanitary Sewer Rehabilitation - Downtown

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PHASE 100: PROJECT MANAGEMENT / PUBLIC INVOLVEMENT

Olsson shall coordinate meetings and establish schedules with the Client to ensure timely Project advancement. Tasks performed under this phase of the work shall include the following:

- Task 101: Project Initiation Meeting** - Meet with the Client, conduct a site visit, and discuss project specifics and prerequisites. Specific project personnel will be identified and channels of communication will be established. Contractual matters will be addressed as required.
- Task 102: Project Design Coordination** – Day to day coordination and correspondence with parties of interest to insure timely project advancement and progress updates.
- Task 103: Meetings with Owner** – Olsson will meet with the Client to discuss the development of the plans and specifications. A total of two meetings are anticipated. The anticipated meetings are a 30% review meeting (design memorandum) and a 90% review meeting.
- Task 104: Public Involvement: Design Phase** – Olsson will provide the following public involvement items during the design phase of the project:
- Develop and send a mailer for the businesses within the project area requesting information on sewer flows and times when they can be without sewer service. Develop a project website and online survey for businesses to respond to regarding the proposed project.
 - Meet with any businesses and residents in which additional information is needed or if requested by the business or property owner. A total of 30 meetings are anticipated.

PHASE 500: TOPOGRAPHIC SURVEY

Olsson shall complete items associated with the topographic survey for the project. Task to be completed include:

- Task 501: Locate Existing Utilities** - Olsson shall contact the Diggers Hotline of Nebraska to request the location and size of any existing underground conduits or cables along the proposed project alignment that will require excavation. Olsson shall have the horizontal location of the known existing utilities located in

the field and incorporate this information into the project drawings as required. A total of 10 excavation areas are anticipated.

Task 502: Reduce Survey & Cleanup Drawing – From the information collected in the survey, Olsson shall produce a topographic drawing of the project area in AutoCad format.

PHASE 510: GEOTECHNICAL INVESTIGATION

Olsson shall perform engineering services including exploratory work, laboratory and field testing, and professional guidance in tests to be made at test locations based on preliminary drawings and designs including professional interpretations of exploratory and test data. The services will include:

Task 511: Geotechnical Borings – Olsson shall perform geotechnical exploratory work, such as soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils, rock formations, and other geophysical phenomena which may be required to provide information for design, and field and laboratory tests and analyses which are required to provide design information for the project. Anticipated geotechnical borings are eight 20 foot borings. Soils will be sampled in general accordance with ASTM D1586 and ASTM D1587. Olsson will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations. After obtaining groundwater level readings, Olsson will backfill the borings with soil cuttings and patch pavements as necessary.

Task 512: Laboratory Testing & Geotechnical Report – Olsson shall perform soil testing on the samples collected from the boring and shall prepare a geotechnical report interpreting the data on the exploratory work. Included will be recommendations for:

- a. As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D2488), unconfined compression tests (ASTM D2166), thin-walled tube density tests (ASTM D7263), moisture content tests (ASTM D2216), wash sieve tests (ASTM D1140), and Atterberg limit tests (ASTM D4318).
- b. Recommendations regarding the thickness, moisture, and compaction criteria for backfill or structural fill. Soil excavation criteria in accordance with OSHA Standards will be included.
- c. Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.
- d. Analysis of the on-site soils encountered regarding shrink/swell characteristics and the potential for reuse as structural fill.
- e. Olsson will present the conclusions and recommendations in a written report that will include a map of boring locations, soil boring logs, and a summary of laboratory tests.

PHASE 520 – PROJECT DESIGN

Olsson shall prepare a set of plans and specifications that can be used as bid and construction documents that will allow the project to be competitively bid and constructed. The tasks performed shall include:

Task 521: Preliminary Design – Olsson shall review the information provided by the City, perform spot site inspections, and review the information gathered from the

residents and businesses within the project area. The number and locations of spot repairs will be determined. The best method of rehabilitation for the sewer segments within the project area will also be determined. A preliminary construction sequencing plan and preliminary opinion of costs will also be developed.

At the completion of Tasks 521 a Design Memorandum will be prepared and reviewed with the City. The design memorandum will identify the sewer segments that are to be rehabilitated, the method of rehabilitation that will be done for the segments, a preliminary construction sequencing plan, identify bypass pumping routes, and will include a preliminary design opinion of costs. Once approved by the City, the design memorandum will serve as the basis for the final design of the project improvements.

Task 522: Prepare Plans & Specifications – Olsson shall prepare plan sheets, technical specifications, and front-end documents for the proposed project based on the project components outlined in the approved design memorandum. The main plan sheets that will be prepared are:

- General sheets
- Gravity sewer rehabilitation plan and profile sheets
- Bypass pumping requirements
- Traffic control sheets
- Detail sheets

Task 523: QA/QC Review – A review of the Plans and Specifications will be conducted internally for Quality Assurance at the 30% design, 60% design, and 90% design levels.

Task 524: Prepare Cost Opinion - A final opinion of probable construction cost shall be prepared, based upon the information in the plans and specifications and presented to the Client.

PHASE 540 – PROJECT PERMITTING

Olsson shall work with the City on obtaining the necessary permits that will be required to construct the project. The tasks performed shall include:

Task 541: NDEQ Construction Permit - Olsson will prepare the construction permit for the project and will assist the owner in submitting the items required for the permit. A permit is necessary for compliance with Nebraska Title 123 for construction of wastewater works.

PHASE 600 – BID PHASE SERVICES

Olsson shall assist the Client in bidding the project. The tasks shall include:

Task 601: Prepare and Distribute Bid Documents – Olsson shall arrange for preparation and distribution of bid documents to prospective bidders. Olsson shall maintain a list of current holders of bid documents.

Task 602: Answer Bidder Inquiries – Olsson shall answer bidder's inquiries & questions regarding the construction documents.

Task 603: Prepare Addenda – Olsson shall prepare and distribute addenda to the bidders that may be needed during the bid phase.

- Task 604: Attend Pre-Bid Conference** - Olsson shall attend a pre-bid conference prior to bid opening.
- Task 605: Attend Bid Opening** – Olsson shall attend bid opening to assist Client in opening bids.
- Task 606: Evaluate Bids & Recommend Award** – Olsson shall assist the City in evaluating the bids and qualifications of the bidders, and provide a Recommendation of Award to Client. Client to prepare bid tabulation.

PHASE 620 – CONSTRUCTION ADMINISTRATION SERVICES

Olsson shall perform the tasks listed below during the construction phase of the project.

- Task 621: Organize Pre-construction Meeting** - Olsson shall organize and attend the pre-construction meeting, assist in preparing the meeting agenda, and shall prepare and distribute to all attendees (narrative style) minutes of the pre-construction meeting.
- Task 622: Review Submittal Data** - Olsson shall review the Contractor's submittal data on materials for general conformance with the intent of the design.
- Task 623: NASSCO Certification** - Olsson shall complete the required NASSCO Inspector Training and Certification Program for the construction observation. Olsson will cover the registration cost of the NASSCO course.

PHASE 640. CONSTRUCTION OBSERVATION SERVICES

(Scope and fees for this phase shall be negotiated with Client after award of the construction contract and shall be established via a "Contract Amendment" to this contract.)

PHASE 700. PROJECT CLOSE-OUT

(Scope and fees for this phase shall be negotiated with Client after award of the construction contract and shall be established via a "Contract Amendment" to this contract.)

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.545/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

RESOLUTION 2018-337

WHEREAS, the City of Grand Island invited submittals for professional engineering consulting services for Sanitary Sewer Collection System Rehabilitation- Downtown; Project No. 2019-S-1, according to the Request For Qualifications (RFQ) on file with the Engineering Division of the Public Works Department; and

WHEREAS, on September 25, 2018 submittals were received, reviewed, and evaluated in accordance with established criteria in the RFQ; and

WHEREAS, Olsson, Inc. of Grand Island, Nebraska submitted qualifications 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 at an amount not to exceed \$81,850.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the submittal from Olsson, Inc. of Grand Island, Nebraska for professional engineering consulting services for Sanitary Sewer Collection System Rehabilitation- Downtown; Project No. 2019-S-1 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, November 6, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 5, 2018	☐ City Attorney



City of Grand Island

Tuesday, November 6, 2018

Council Session

Item G-12

#2018-338 - Approving Environmental Monitoring Services for the Grand Island Regional Landfill

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

Council Agenda Memo

From: Jeff Wattier, Solid Waste Superintendent
Meeting: November 6, 2018
Subject: Approving Environmental Monitoring Services for the Grand Island Regional Landfill
Presenter(s): John Collins PE, Public Works Director

Background

The Solid Waste Division of the Public Works Department is responsible for the operation of the City's 330 acre solid waste landfill. The landfill is in Hall County and located seven (7) miles north of Shelton, Nebraska at 19550 West Husker Highway, just east of the Hall/Buffalo County Line.

On September 7, 2018 the Solid Waste Division of the Public Works Department advertised for Environmental Monitoring Services for the Grand Island Regional Landfill, with fifteen (15) potential respondents.

As per NDEQ Title 132-Integrated Solid Waste Management Regulations and the Grand Island Regional Landfill operating permit #NE0210658, groundwater monitoring and reporting must be performed on a semi-annual basis to ensure that landfill operations are not impacting ground water quality.

Discussion

On September 26, 2018 five (5) firms submitted qualifications for the monitoring services for the Grand Island Regional Landfill. Olsson, Inc. of Lincoln, Nebraska was selected as the top firm based on the pre-approved selection criteria.

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

Olsson, Inc. will provide services to collect groundwater samples, packaging/shipping and handling groundwater samples, laboratory analysis of groundwater samples, statistical analysis of analytical results, documentation, quality control/quality assurance

and reporting, and any other necessary actions to provide for groundwater monitoring for the next five (5) years, for an amount not to exceed \$89,100.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement with Olsson, Inc. of Lincoln, Nebraska in the amount of \$89,100.00.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICIAITONS
FOR
ENVIRONMENTAL MONITORING SERVICES FOR THE
GRAND ISLAND REGIONAL LANDFILL**

RFP DUE DATE: September 26, 2018 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: September 7, 2018

NO. POTENTIAL BIDDERS: 15

SUMMARY OF PROPOSALS RECEIVED

SCS Engineers
Omaha, NE

MILCO Environmental Services, Inc.
Kearney, NE

Alfred Benesch
Grand Island, NE

Olsson Associates
Grand Island, NE

Weaver Consultants Group
Collinsville, IL

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

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director
Jeff Wattier, Solid Waste Supt.

P2069



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

October 29, 2018

City of Grand Island, Nebraska
Attn: Jeff Wattier
P.O. Box 1968
Grand Island, NE 68802-1968

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
2019 – 2023 Landfill Groundwater Monitoring (the "Project")
Grand Island Regional Landfill

Dear Mr. Wattier:

It is our understanding that the City of Grand Island, Nebraska ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

601 P Street / Suite 200 / Lincoln, NE 68508
O 402.474.6311 / olsson.com

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: November 1, 2018
Anticipated Completion Date: December 31, 2023

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Fixed Fee Phases: Client shall pay to Olsson for the performance of the Scope of Services a fixed fee in the amounts listed below. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Scope of Services	Fixed Fee
Phase 100 – SAP Update	\$4,000
Phase 200 – 2019 Monitoring & Reporting	\$20,300
Phase 200 – 2020 Monitoring & Reporting	\$15,900
Phase 200 – 2021 Monitoring & Reporting	\$15,900
Phase 200 – 2022 Monitoring & Reporting	\$16,300
Phase 200 – 2023 Monitoring & Reporting	\$16,700
Total	\$89,100

Additional Time and Materials Work: Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Billing Rate Schedule(s) attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Jeff Wattier.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Jason Byler, PE

By 
Bill Imig, CHMM

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF GRAND ISLAND

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

Scope of Services

Analytical Testing 2019 - 2023

Labor Billing Rate Schedule

Drilling Billing Rate Schedule

Environmental Equipment Billing Rate Schedule

Analytical Laboratory Billing Rate Schedule

General Provisions

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated October 29, 2018 between the City of Grand Island, Nebraska ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Grand Island Regional Landfill
Project Description: 2019 – 2023 Landfill Groundwater Monitoring

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Sampling and Analysis Plan Update

- Olsson will update the Sampling and Analysis Plan (SAP) to include Olsson standard SAP provisions with site-specific edits, statistical methods, operating procedures and updated analytical testing methods. A draft SAP will be submitted to Nebraska Department of Environmental Quality (NDEQ) for review and comment. Olsson will address any NDEQ comments and submit a Final SAP for approval by NDEQ. Olsson will provide one copy of the Final SAP to the NDEQ and City of Grand Island.

Phase 200 – Groundwater Monitoring & Reporting

- Complete background monitoring for MW-22 and MW-23 for indicator parameters. Olsson will collect indicator samples from these wells during the next three semi-annual sampling events. This will complete the required eight sampling events as required to establish background concentrations at these new wells.
- Complete Detection and Assessment Monitoring in accordance with the attached table. One Full Appendix II (Assessment Monitoring) sampling event will be completed for MW-5A, MW-16A, and PZ-2 during the 1st Quarter 2019. It is assumed NDEQ will allow the Landfill to return these wells to Detection Monitoring after the 1st Quarter 2019 sampling and only Appendix I testing will be required after the 1st Quarter 2019 event.
- Groundwater samples will be analyzed by a National Environmental Laboratory Accreditation Program (NELAP) certified third party environmental laboratory.
- Statistically analyze the groundwater monitoring data to determine the presence of Statistically Significant Increases (SSIs). A statistical analysis report will be prepared which summarizes the results of the statistical analysis. The statistical analysis will be completed on detected constituents. The analysis will be performed using Sanitas™ for Groundwater. The cost for software usage is not included in the fee estimate. It is billed directly to the City of Grand Island by Sanitas.

- Prepare a groundwater monitoring and statistical analysis report for each groundwater monitoring event. Each report will include a summary of field activities, copies of the field notes, laboratory analytical report, laboratory QA/QC report, site map with water table contours, estimated groundwater flow direction and velocity, and statistical analysis summary.
- Submit each groundwater monitoring and statistical analysis report to the NDEQ within 30 days after the end of the quarter. One paper copy of the report will be provided to each of the following: NDEQ Integrated Waste Management Section in Lincoln and the City of Grand Island. Also, an electronic copy of the entire report will be provided to the City of Grand Island and an electronic copy of the data will be provided to the NDEQ; if required.
- Provide up to two (2) hours per event of professional time to correspond with NDEQ following their review of the submitted reports.


Assumptions/Project Limitations

- Sanitas license will be paid directly by the City of Grand Island.
- Analytical database will be provided to Olsson in format suitable for importing into Sanitas.
- Analytical data cost is included in the fixed fee based on the attached Analytical Testing 2019 – 2023 table. Any required reduction or increase in analytical cost will be adjusted using the attached rate table.
- Purge groundwater can be discharged to the ground.
- Excludes duplicate samples for indicator parameters.
- One Appendix II or I duplicate per sampling event. No indicator duplicates.
- If additional services are required other than those listed in Phases 100 and 200, Olsson will complete those services based on the attached rate schedules with Client pre-authorization.
- Editable site maps will be made available to Olsson for reporting purposes.
- Onsite time required for semi-annual sample collection is up to 10 hours for one person.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

OLSSON, INC.

By 
Jason Byler, PE


Bill Imig, CHMM

If you accept this Scope of Services, please sign:

CITY OF GRAND ISLAND

By _____
Signature

Print Name _____

Title _____

Dated: _____

Monitor Well	Status	First Quarter 2019	Third Quarter 2019	First Quarter 2020	Third Quarter 2020	First Quarter 2021	Third Quarter 2021	First Quarter 2022	Third Quarter 2022	First Quarter 2023	Third Quarter 2023
MW-5A	Assessment - Downgradient	Full Appendix II	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I
MW-12	Detection - Upgradient	WL	WL	WL	WL	WL	WL	WL	WL	WL	WL
VW-16A	Assessment - Downgradient	Full Appendix II	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I
MW-17	Detection - Downgradient	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I
MW-18	Detection - Upgradient	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I
MW-19	Detection - Downgradient	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I
VW-20A	Detection - Downgradient	WL	WL	WL	WL	WL	WL	WL	WL	WL	WL
VW-20B	Detection - Downgradient	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I
MW-21	Detection - Downgradient	WL	WL	WL	WL	WL	WL	WL	WL	WL	WL
MW-22	Detection - Downgradient	Appendix I & Indicators	Appendix I & Indicators	Appendix I & Indicators	Appendix I & Indicators	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I
MW-23	Detection - Downgradient	Appendix I & Indicators	Appendix I & Indicators	Appendix I & Indicators	Appendix I & Indicators	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I
PZ-1	Detection - Downgradient	WL	WL	WL	WL	WL	WL	WL	WL	WL	WL
Deep Wells											
PZ-2	Assessment - Downgradient	Full Appendix II	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I
PZ-3	Detection - Downgradient	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I
PZ-4	Detection - Downgradient	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I	Appendix I

L - Water Level Only

Wells currently in Assessment Monitoring with one full Appendix II sampling event without any statistically significant increases over background. Assumes 1st Quarter 2019 monitoring event is the last assessment Monitoring event for these wells.

Grand Island Regional Landfill

Labor Billing Rate Schedule

Labor Classification	2019 Billing Rate	2020 Billing Rate	2021 Billing Rate	2022 Billing Rate	2023 Billing Rate
Senior Project Manager	\$ 217.33	\$ 223.85	\$ 230.57	\$ 237.48	\$ 244.61
Industry Expert	\$ 217.33	\$ 223.85	\$ 230.57	\$ 237.48	\$ 244.61
Technical Leader	\$ 156.56	\$ 161.26	\$ 166.09	\$ 171.08	\$ 176.21
Team Leader	\$ 177.16	\$ 182.47	\$ 187.95	\$ 193.59	\$ 199.40
Project Management Specialist	\$ 149.35	\$ 153.83	\$ 158.45	\$ 163.20	\$ 168.09
Senior Engineer	\$ 160.68	\$ 165.50	\$ 170.47	\$ 175.58	\$ 180.85
Senior Project Engineer	\$ 145.23	\$ 149.59	\$ 154.07	\$ 158.70	\$ 163.46
Project Engineer	\$ 129.78	\$ 133.67	\$ 137.68	\$ 141.81	\$ 146.07
Associate Engineer	\$ 110.21	\$ 113.52	\$ 116.92	\$ 120.43	\$ 124.04
Assistant Engineer	\$ 92.70	\$ 95.48	\$ 98.35	\$ 101.30	\$ 104.33
Senior Scientist	\$ 143.17	\$ 147.47	\$ 151.89	\$ 156.45	\$ 161.14
Senior Project Scientist	\$ 128.75	\$ 132.61	\$ 136.59	\$ 140.69	\$ 144.91
Project Scientist	\$ 111.24	\$ 114.58	\$ 118.01	\$ 121.55	\$ 125.20
Associate Scientist	\$ 91.67	\$ 94.42	\$ 97.25	\$ 100.17	\$ 103.18
Assistant Scientist	\$ 75.19	\$ 77.45	\$ 79.77	\$ 82.16	\$ 84.63
Senior Construction Manager	\$ 148.32	\$ 152.77	\$ 157.35	\$ 162.07	\$ 166.94
Senior Project Construction Manager	\$ 132.87	\$ 136.86	\$ 140.96	\$ 145.19	\$ 149.55
Project Construction Manager	\$ 117.42	\$ 120.94	\$ 124.57	\$ 128.31	\$ 132.16
Associate Construction Manager	\$ 98.88	\$ 101.85	\$ 104.90	\$ 108.05	\$ 111.29
Assistant Construction Manager	\$ 82.40	\$ 84.87	\$ 87.42	\$ 90.04	\$ 92.74
Design Manager	\$ 128.75	\$ 132.61	\$ 136.59	\$ 140.69	\$ 144.91
Design Technical Manager	\$ 128.75	\$ 132.61	\$ 136.59	\$ 140.69	\$ 144.91
Design Associate	\$ 104.03	\$ 107.15	\$ 110.37	\$ 113.68	\$ 117.09
Senior Technician	\$ 87.55	\$ 90.18	\$ 92.88	\$ 95.67	\$ 98.54
Associate Technician	\$ 73.13	\$ 75.32	\$ 77.58	\$ 79.91	\$ 82.31
Assistant Technician	\$ 62.83	\$ 64.71	\$ 66.66	\$ 68.66	\$ 70.72
Senior Surveyor	\$ 114.33	\$ 117.76	\$ 121.29	\$ 124.93	\$ 128.68
Survey Technical Manager	\$ 114.33	\$ 117.76	\$ 121.29	\$ 124.93	\$ 128.68
Surveyor	\$ 88.58	\$ 91.24	\$ 93.97	\$ 96.79	\$ 99.70
Associate Surveyor	\$ 72.10	\$ 74.26	\$ 76.49	\$ 78.79	\$ 81.15
Assistant Surveyor	\$ 59.74	\$ 61.53	\$ 63.38	\$ 65.28	\$ 67.24
Senior Administrative Coordinator	\$ 97.85	\$ 100.79	\$ 103.81	\$ 106.92	\$ 110.13
Administrative Specialist	\$ 97.85	\$ 100.79	\$ 103.81	\$ 106.92	\$ 110.13
Administrative Coordinator	\$ 78.28	\$ 80.63	\$ 83.05	\$ 85.54	\$ 88.10
Administrative Assistant	\$ 66.95	\$ 68.96	\$ 71.03	\$ 73.16	\$ 75.35
CAD Manager	\$ 119.48	\$ 123.06	\$ 126.76	\$ 130.56	\$ 134.48
BIM Manager	\$ 119.48	\$ 123.06	\$ 126.76	\$ 130.56	\$ 134.48

Grand Island Regional Landfill

Drilling Billing Rate Schedule

	Rate Description	Unit	2019 Billing Rate	2020 Billing Rate	2021 Billing Rate	2022 Billing Rate	2023 Billing Rate
Mobilization							
Drill Rig		Mile	\$ 2.25	\$ 2.32	\$ 2.39	\$ 2.46	\$ 2.53
Equipment / Tool Trailer		Mile	\$ 0.55	\$ 0.57	\$ 0.58	\$ 0.60	\$ 0.62
Pickup/ Tool Truck/ Van		Mile	\$ 0.80	\$ 0.82	\$ 0.85	\$ 0.87	\$ 0.90
Drilling Equipment							
Drill Rig & 2 Person Crew (4.25" hollow stem auger)		Hour	\$ 210.00	\$ 216.30	\$ 222.79	\$ 229.47	\$ 236.36
Decontamination Equipment (pressure washer)		Day	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55
Grout Machine (pressure grouter)		Day	\$ 160.00	\$ 164.80	\$ 169.74	\$ 174.84	\$ 180.08
Auger Set – 6.25" HAS		Day	\$ 110.00	\$ 113.30	\$ 116.70	\$ 120.20	\$ 123.81
Auger Set – 8.25" HAS		Day	\$ 125.00	\$ 128.75	\$ 132.61	\$ 136.59	\$ 140.69
Drilling Supplies							
PVC Pipe 2" – 5' section		Each	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.67	\$ 20.26
PVC Pipe 2" – 10' section		Each	\$ 26.00	\$ 26.78	\$ 27.58	\$ 28.41	\$ 29.26
PVC Pipe 4" – 5' section		Each	\$ 40.00	\$ 41.20	\$ 42.44	\$ 43.71	\$ 45.02
PVC Pipe 4" – 10' section		Each	\$ 60.00	\$ 61.80	\$ 63.65	\$ 65.56	\$ 67.53
PVC Well Screen 2"– 5' section		Each	\$ 26.00	\$ 26.78	\$ 27.58	\$ 28.41	\$ 29.26
PVC Well Screen 2"– 5' section		Each	\$ 26.00	\$ 26.78	\$ 27.58	\$ 28.41	\$ 29.26
PVC Well Screen 2"– 10' section		Each	\$ 42.00	\$ 43.26	\$ 44.56	\$ 45.89	\$ 47.27
PVC Well Screen 4"– 10' section		Each	\$ 87.00	\$ 89.61	\$ 92.30	\$ 95.07	\$ 97.92
PVC Collar 2"		Each	\$ 7.00	\$ 7.21	\$ 7.43	\$ 7.65	\$ 7.88
PVC Collar 4"		Each	\$ 15.00	\$ 15.45	\$ 15.91	\$ 16.39	\$ 16.88
PVC Plugs 2"		Each	\$ 9.00	\$ 9.27	\$ 9.55	\$ 9.83	\$ 10.13
PVC Plugs 4"		Each	\$ 16.00	\$ 16.48	\$ 16.97	\$ 17.48	\$ 18.01
Plastic Locking Cap with lock - 2"		Each	\$ 29.00	\$ 29.87	\$ 30.77	\$ 31.69	\$ 32.64
Plastic Locking Cap with lock - 4"		Each	\$ 38.00	\$ 39.14	\$ 40.31	\$ 41.52	\$ 42.77
Steel Stickup Cover 4"		Each	\$ 90.00	\$ 92.70	\$ 95.48	\$ 98.35	\$ 101.30
Steel Stickup Cover 6"		Each	\$ 115.00	\$ 118.45	\$ 122.00	\$ 125.66	\$ 129.43
Steel Flush Cover 6"		Each	\$ 80.00	\$ 82.40	\$ 84.87	\$ 87.42	\$ 90.04
Steel Flush Cover 8"		Each	\$ 90.00	\$ 92.70	\$ 95.48	\$ 98.35	\$ 101.30
Drum – 55 gallon (unlined steel)		Each	\$ 50.00	\$ 51.50	\$ 53.05	\$ 54.64	\$ 56.28
Redimix Concrete		50# Bag	\$ 11.00	\$ 11.33	\$ 11.67	\$ 12.02	\$ 12.38
Portland Cement/Concrete Grout		50 # Bag	\$ 12.00	\$ 12.36	\$ 12.73	\$ 13.11	\$ 13.51
Bentonite (pellets)		50# Pail	\$ 85.00	\$ 87.55	\$ 90.18	\$ 92.88	\$ 95.67
Bentonite (granular)		50# Bag	\$ 12.00	\$ 12.36	\$ 12.73	\$ 13.11	\$ 13.51
Bentonite (grout)		50# Bag	\$ 20.00	\$ 20.60	\$ 21.22	\$ 21.85	\$ 22.51
Sand		50# Bag	\$ 11.00	\$ 11.33	\$ 11.67	\$ 12.02	\$ 12.38

Grand Island Regional Landfill

Environmental Equipment Billing Rate Schedule

Rate Description	Unit	2019 Billing Rate (allowable IRS Rate)	2020 Billing Rate (allowable IRS Rate)	2021 Billing Rate (allowable IRS Rate)	2022 Billing Rate (allowable IRS Rate)	2023 Billing Rate (allowable IRS Rate)
Fleet or Personal car	Mile					
Pickup Truck/SUV	Mile	\$ 0.80	\$ 0.82	\$ 0.85	\$ 0.87	\$ 0.90
2" Weighted Disposable Bailer	Each	\$ 15.92	\$ 16.40	\$ 16.89	\$ 17.39	\$ 17.92
Nitrogen Tanks	Day	\$ 25.00	\$ 25.75	\$ 26.52	\$ 27.32	\$ 28.14
QED Control and Drawdown Meter	Day	\$ 200.00	\$ 206.00	\$ 212.18	\$ 218.55	\$ 225.10
Flow Cell and Probes	Day	\$ 200.00	\$ 206.00	\$ 212.18	\$ 218.55	\$ 225.10
Grundfos (Redi-Flo 2 and Control Box)	Day	\$ 122.04	\$ 125.70	\$ 129.47	\$ 133.36	\$ 137.36
Oil/Water Interface Probe	Day	\$ 53.06	\$ 54.65	\$ 56.29	\$ 57.98	\$ 59.72
Water Level Indicator (Solinist Model 101)	Day	\$ 31.84	\$ 32.79	\$ 33.78	\$ 34.79	\$ 35.83
Photo Ionization Detector	Day	\$ 100.81	\$ 103.84	\$ 106.95	\$ 110.16	\$ 113.47
Trimble GPS – Hand Held Sub-Meter	Day	\$ 159.18	\$ 163.96	\$ 168.88	\$ 173.94	\$ 179.16
Water Filter (0.45 micron, disposable)	Day	\$ 26.53	\$ 27.33	\$ 28.15	\$ 28.99	\$ 29.86
GPS Survey Equipment – RTK	Day	\$ 318.36	\$ 327.91	\$ 337.75	\$ 347.88	\$ 358.32
Sub-Slab Vapor Pins	Sample	\$ 15.61	\$ 16.07	\$ 16.56	\$ 17.05	\$ 17.56
Drill with Augers, Hand Auger, Probe	Day	\$ 300.00	\$ 309.00	\$ 318.27	\$ 327.82	\$ 337.65
Disposal soil gas tip	EA	\$ 50.00	\$ 51.50	\$ 53.05	\$ 54.64	\$ 56.28
Downhole Well Camera	Day	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55

Any additional equipment needed will be rented and charged at cost plus G&A (not to exceed 10%).
Meals and Lodging will be charged at cost, not to exceed DOD per diem rates.

Grand Island Regional Landfill

Analytical Laboratory Billing Rate Schedule

Test Method	2019 - 2023 Billing Rate
Full Appendix II	\$ 850.30
Full Appendix I	\$ 156.75
Full Indicator Parameters	\$ 178.75
Appendix II Volatiles	\$ 55.00
Appendix II Semivolatiles	\$ 198.00
Mercury	\$ 18.70
Cyanide	\$ 24.75
Acetonitrile and Isobutanol	\$ 110.00
Appendix II Metals	\$ 105.60
Pesticides	\$ 99.00
PCBs	\$ 66.00
Appendix II Herbicides	\$ 143.00
Sulfide	\$ 27.50
Appendix I Volatiles	\$ 55.00
Appendix I Metals	\$ 99.00
Ammonia	\$ 13.20
Chloride	\$ 11.00
Total Dissolved Solids	\$ 11.00
Chemical Oxygen Demand	\$ 17.60
Iron and Sodium	\$ 13.20
Total Organic Halogens	\$ 88.00
Total Organic Carbon	\$ 22.00

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated October 29, 2018 between City of Grand Island, Nebraska ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the

fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any

laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract

documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of

the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in

connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson 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, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused

by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be

responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants,

motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

RESOLUTION 2018-338

WHEREAS, on September 7, 2018 the Solid Waste Division of the Public Works Department advertised for Environmental Monitoring Services for the Grand Island Regional Landfill; and

WHEREAS, on September 26, 2018 five (5) firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria Olsson, Inc. of Lincoln, Nebraska was selected as the top firm; and

WHEREAS, the City of Grand Island and Olsson, Inc. wish to enter into an agreement to provide environmental monitoring services for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Environmental Monitoring Services Agreement between the City of Grand Island and Olsson, Inc. of Lincoln, Nebraska for environmental monitoring services at the Grand Island Regional Landfill, in the amount of \$89,100.00, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 6, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 5, 2018	☐ City Attorney



City of Grand Island

Tuesday, November 6, 2018

Council Session

Item G-13

#2018-339 - Approving Agreement Between the City of Grand Island and Indianhead Golf Club, LLC Regarding Sanitary Sewer Assessments

Staff Contact: John Collins

Council Agenda Memo

From: John Collins, Public Works Director

Meeting: November 6, 2018

Subject: Agreement with Indianhead Golf Club, L.L.C. Regarding Sanitary Sewer Assessments at Fairway Crossing at Indianhead Golf Club First Subdivision

Presenter(s): John Collins, Public Works Director

Background

On February 22, 2010, Indianhead Golf Club, Inc., a/k/a Indian Head Golf Club, Inc., caused the platting of Fairway Crossings at Indianhead Golf Club First Subdivision, in the City of Grand Island, (the “Subdivision”) and entered into a Subdivision Agreement with the City of Grand Island (the “City”) for Fairway Crossings at Indianhead Golf Club First Subdivision (the “Subdivision Agreement”). Indianhead Golf Club, L.L.C, a Nebraska limited liability company, hereinafter referred to as “Subdivider,” is the successor in interest to Indianhead Golf Club, Inc., a/k/a Indian Head Golf Club, Inc.

The Subdivision Agreement provided that the Subdivider would install a sanitary sewer lift station and construct a gravity sanitary sewer main for future use from the lift station to the location where a future sanitary sewer main will be located along Husker Highway. The Subdivision Agreement further provided that the property being developed is subject to a proportionate cost share for extending public interceptor sanitary sewer in the future along Husker Highway where it abuts the Subdivision. The owner of each lot in the Subdivision is required to pay their proportionate share of the cost for the Husker Highway interceptor sanitary sewer main at the time of the application for a sanitary sewer service permit.

The City did not construct the Husker Highway Interceptor and sanitary sewer main along Husker Highway. Current City Public Works Department planning contemplates construction of a future interceptor to be constructed on an alternate route to encompass property located south of the Subdivision. However, there are no immediate plans to construct the interceptor project.

The Subdivider completed construction of a sewage force main from the lift station to the existing public sanitary sewer main. However, due at least in part to the uncertainty of the City’s project plans and schedule, the Subdivider did not construct a gravity sanitary

sewer main for future use from the lift station to the location where a future sanitary sewer main will be located along Husker Highway.

Because of the uncertainty of future City sanitary sewer construction projects and the uncertain cost of such projects, the terms of the Subdivision Agreement act as an impediment to the sale of lots within the Subdivision as the owner of each lot in the Subdivision is required to pay their proportionate share of the cost for the Husker Highway interceptor sanitary sewer main at the time of the application for a sanitary sewer service permit, yet the future of the project and the proportionate share is unknown.

Discussion

City administration proposes an agreement between the Subdivider and City by which the Subdivider shall pay \$131,250.00 to the City in lieu of future sanitary sewer assessments levied upon the lots within the Subdivision and, in consideration thereof, City will release all lots within the Subdivision from the requirement of the Subdivision Agreement regarding construction of a gravity sanitary sewer main and the payment of a proportionate share of the cost for the Husker Highway interceptor sanitary sewer main at the time of the application for a sanitary sewer service permit. The payment of \$131,250.00 represents the sum of \$400 per Subdivision lot plus the estimated cost, in current dollars, of constructing an 8-inch sanitary sewer main in a southerly direction from the lift station serving the Subdivision to Husker Highway. The Subdivider will also convey to City a perpetual public utility easement, approved by the City's Public Works Director, for future location of a sanitary sewer main.

Upon City's receipt of the payment and conveyance of the easement the City and Developer will cause to be recorded by the Hall County Register of Deeds an instrument, releasing and discharging the Subdivider and all lots within the Subdivision from the requirements, obligations, liabilities, and duties regarding construction of the sanitary sewer main and payment of assessments.

The agreement further provides that if the Subdivider's undeveloped lands west of the Subdivision are platted and subdivided and sanitary sewer mains and laterals are constructed therein at no expense to City, each lot within any such newly created subdivision shall be subject to a \$400 sanitary sewer main connection fee to be paid to City at the time of the application for a sanitary sewer service permit.

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 agreement with Indianhead Golf Club, L.L.C.

Sample Motion

Move to approve Resolution 2018-339.

Above Space Reserved for Register of Deeds

**AGREEMENT BY AND BETWEEN THE CITY OF GRAND ISLAND
AND
INDIANHEAD GOLF CLUB, L.L.C.**

Whereas, on or about February 22, 2010, Indianhead Golf Club, Inc., a/k/a Indian Head Golf Club, Inc., caused the platting of Fairway Crossings at Indianhead Golf Club First Subdivision, in the City of Grand Island, (the "Subdivision") and entered into a Subdivision Agreement with the City of Grand Island (the "City") for Fairway Crossings at Indianhead Golf Club First Subdivision (the "Subdivision Agreement"); and

Whereas, Indianhead Golf Club, L.L.C, a Nebraska limited liability company, hereinafter referred to as "Subdivider," is successor in interest to Indianhead Golf Club, Inc., a/k/a Indian Head Golf Club, Inc.; and

Whereas, Paragraph 3 of the Subdivision Agreement provided as follows:

Sanitary Sewer. Public sanitary sewer is available to the subdivision and the Subdivider agrees to extend, connect and provide sanitary sewer service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection. The Subdivider shall install a sanitary sewer lift station in an easement to be located on property located at the southwest corner of the intersection of Belfry Boulevard and Augusta Parkway. The Subdivider shall construct a sewage force main from said lift station to the existing public sanitary sewer main on Indianhead Road west of Schroeder Avenue. The Subdivider shall construct a

gravity sanitary sewer main in public street right-of-way or in a public utility easement for future use from the lift station to the location where a future sanitary sewer main will be located along Husker Highway. The property being developed is subject to a proportionate cost share for extending public interceptor sanitary sewer in the future along Husker Highway where it abuts the subdivision. The owner of each lot in the subdivision will be required to pay their proportionate share of the cost for the Husker Highway interceptor sanitary sewer main at the time of the application for a sanitary sewer service permit. The sanitary sewer lift station and sewage force main shall be built in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection. The City shall assume ownership and operation and maintenance of said sewer lift station and force main upon acceptance by the Department of Public Works.

The Subdivider waives the right to protest the creation of any future sanitary sewer district within or abutting the subdivision;
and

Whereas, the above-mentioned Husker Highway Interceptor and sanitary sewer main along Husker Highway has not been constructed by City. Current City Public Works Department planning contemplates construction of a future interceptor constructed on an alternate route to encompass property located south of the Subdivision; and

Whereas, Subdivider completed construction of a sewage force main from the lift station to the existing public sanitary sewer main on Indianhead Road west of Schroeder Avenue; Subdivider did not construct a gravity sanitary sewer main in public street right-of-way or in a public utility easement for future use from the lift station to the location where a future sanitary sewer main will be located along Husker Highway nor has Subdivider provided an easement for a gravity sanitary sewer main for future use from the lift station to the location where a future sanitary sewer main would be located along Husker Highway; and

Whereas, on December 6, 2011, City's Mayor and Council adopted Resolution 2011-353 to provide for amendment of the Subdivision Agreement however the proposed Amended Subdivision Agreement was not approved and executed by all necessary parties; and

Whereas, due to the uncertainty of future City sanitary sewer construction projects and the uncertain cost of such projects, the following provisions of Paragraph 3 of the Subdivision Agreement is an impediment to the sale of lots within the subdivision, to wit: "The property being developed is subject to a proportionate cost share for extending public interceptor sanitary sewer in the future along Husker Highway where it abuts the subdivision. The owner of each lot in the

subdivision will be required to pay their proportionate share of the cost for the Husker Highway interceptor sanitary sewer main at the time of the application for a sanitary sewer service permit”; and

Whereas, Subdivider and City desire to enter into an agreement whereby Subdivider shall pay a fixed amount to the City in lieu of future sanitary sewer assessments levied upon lots within the subdivision and, in consideration thereof, City will release all lots within the Subdivision from the following requirement of the Subdivision Agreement, to wit: *“The Subdivider shall construct a gravity sanitary sewer main in public street right-of-way or in a public utility easement for future use from the lift station to the location where a future sanitary sewer main will be located along Husker Highway. The property being developed is subject to a proportionate cost share for extending public interceptor sanitary sewer in the future along Husker Highway where it abuts the subdivision. The owner of each lot in the subdivision will be required to pay their proportionate share of the cost for the Husker Highway interceptor sanitary sewer main at the time of the application for a sanitary sewer service permit.”*

Now, therefore, City and Subdivider agree as follows:

1. The above recitals are incorporated into and made a part of this agreement.
2. Subdivider shall pay to City \$131,250.00 representing the sum of \$400 per subdivision lot plus the estimated cost, in current dollars, of constructing an 8 inch sanitary sewer main in a southerly direction from the lift station serving the Subdivision to Husker Highway.
3. Subdivider shall convey to City a perpetual public utility easement, approved by the City’s Public Works Director, upon the area as described and depicted in Exhibit A, attached hereto, or upon such other area as mutually agreed by Subdivider and City’s Public Works Director.
4. Upon City’s receipt of the payment described in Paragraph 2, above, and conveyance to the City of an easement as described in Paragraph 3, above, City shall cause to be recorded by the Hall County Register of Deeds an instrument, in a form approved by the Subdivider and city attorney, releasing and discharging the Subdivider and all lots within the Subdivision from the requirements, obligations, liabilities, and duties imposed by that provision of the Subdivision Agreement which states: *“The Subdivider shall construct a gravity sanitary sewer main in public street right-of-way or in a public utility easement for future use from the lift station to the location where a future sanitary sewer main will be located along Husker Highway. The property being developed is subject to a proportionate cost share for extending public interceptor sanitary sewer in the future along Husker Highway where it abuts the*

subdivision. The owner of each lot in the subdivision will be required to pay their proportionate share of the cost for the Husker Highway interceptor sanitary sewer main at the time of the application for a sanitary sewer service permit."

5. In the event the lands or any part thereof as described in Exhibit B attached hereto are platted and subdivided and sanitary sewer mains and laterals are constructed therein at no expense to City, each lot within any such subdivision shall be subject to a \$400 sanitary sewer main connection fee to be paid to City at the time of the application for a sanitary sewer service permit. Provided, however, if sanitary sewer mains, laterals, or other sanitary sewer installations are constructed by the City upon or within the lands described in Exhibit B through creation of a sanitary sewer district, in addition to the \$400 per lot sanitary sewer main connection fee to be paid to City at the time of the application for a sanitary sewer service permit lands within such district shall be subject to additional charges, fees or special assessments in proportion to the costs of the sanitary sewer project.
6. A duplicate original of this Agreement shall be presented to the Hall County Register of Deeds for recording and indexing with respect to the property described in Exhibit B.
7. The Subdivider shall continue to be bound by the terms of the Subdivision Agreement as amended, except as specifically set forth above.

Dated November __, 2018.

INDIANHEAD GOLF CLUB, L.L.C.,
a Nebraska limited liability company

By: JH HOLDINGS, INC., a Nebraska Corporation
Managing Member

By: 
Jack Henry, President

CITY OF GRAND ISLAND

By: _____
Jeremy L. Jensen, Mayor

CITY OF GRAND ISLAND/
INDIANHEAD GOLF CLUB, L.L.C.

Page | 4

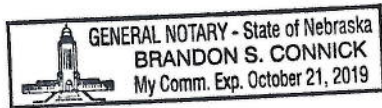
Attest:

RaNae Edwards, City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

The foregoing Document was acknowledged before me this 31st day of October, 2018, by Jack Henry, President of JH Holdings, Inc., Managing Member of Indianhead Golf Club, L.L.C., a Nebraska limited liability company, on behalf of the company.

(SEAL)



Brandon S. Connick
Notary Public

My Commission Expires: October 21, 2019

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

The foregoing Document was acknowledged before me this _____ day of November, 2018, by Jeremy L. Jensen, Mayor of the City of Grand Island and RaNae Edwards, City Clerk of the City of Grand Island.

(SEAL)

Notary Public

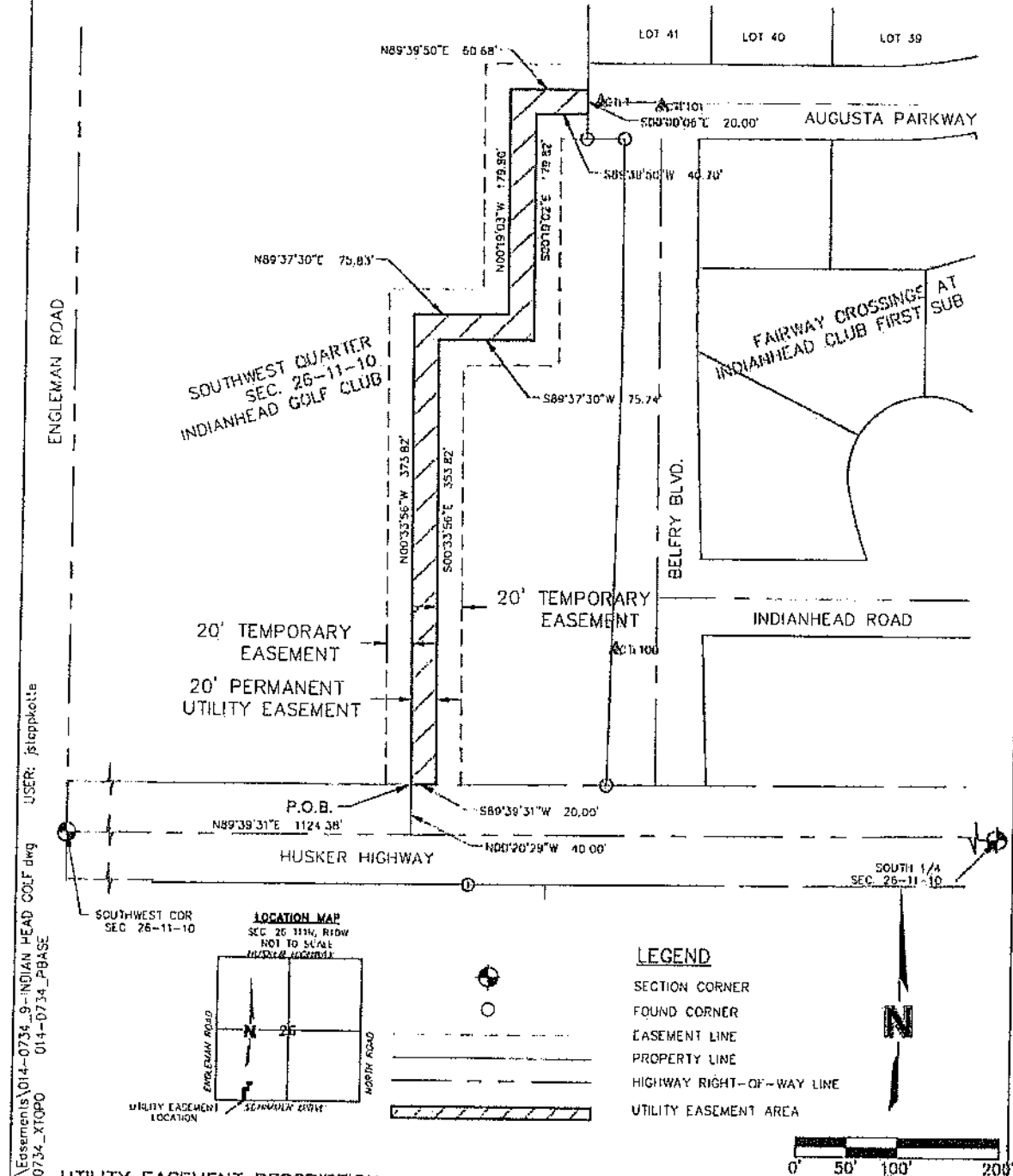
My Commission Expires: _____

Exhibit A

See Attached.

UTILITY EASEMENT

HALL COUNTY, NEBRASKA



UTILITY EASEMENT DESCRIPTION

A PERMANENT UTILITY EASEMENT LOCATED IN PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-SIX (26), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 26-11N-R10W; THENCE ON AN ASSUMED BEARING OF N89°39'31"E, A DISTANCE OF 1124.38 FEET TO A POINT ON THE CENTERLINE OF HUSKER HIGHWAY; THENCE N00°20'29"W A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N00°33'56"W A DISTANCE OF 373.82 FEET; THENCE N89°37'30"E A DISTANCE OF 75.83 FEET; THENCE N00°19'03"W A DISTANCE OF 179.80 FEET; THENCE N89°39'50"E A DISTANCE OF 60.68 FEET TO A POINT ON THE WEST LINE OF FAIRWAY CROSSINGS AT INDIANHEAD CLUB 1ST SUBDIVISION; THENCE S00°00'06"E, ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE S89°39'50"W A DISTANCE OF 40.70 FEET; THENCE S00°19'02"E A DISTANCE OF 179.82 FEET; THENCE S89°37'30"W A DISTANCE OF 75.74 FEET; THENCE S00°33'56"E A DISTANCE OF 353.82 FEET TO A POINT ON THE NORTH R.O.W. LINE OF HUSKER HIGHWAY; THENCE S89°39'31"W, ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 13,770 SQUARE FEET OR 0.32 ACRES MORE OR LESS.

PROJECT NO: 2014-0734
DRAWN BY: JAS
DATE: 03/05/2015

HUSKER HIGHWAY
UTILITY EASEMENTS

MOLSSON
ASSOCIATES

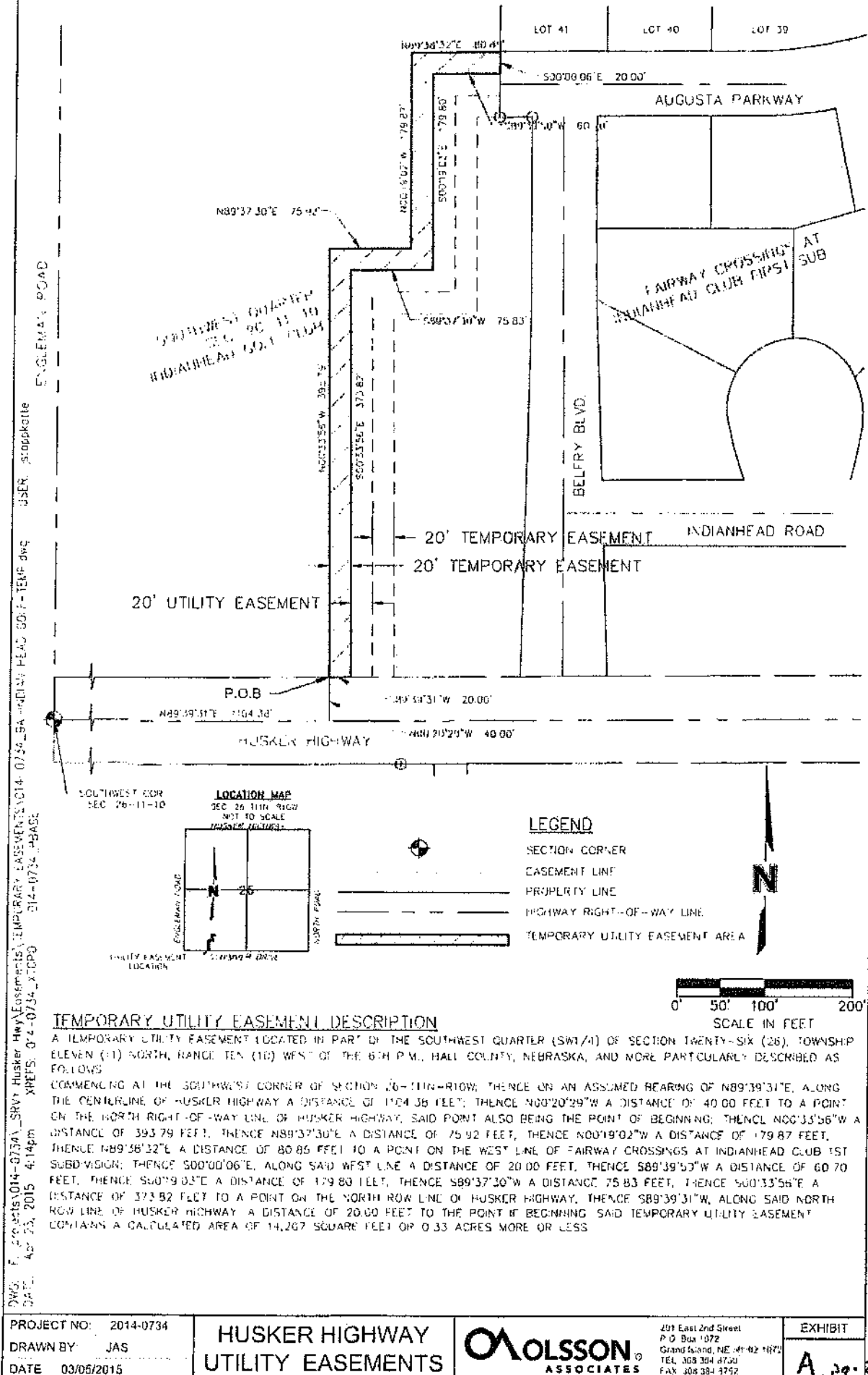
201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL: 308.394.0750
FAX: 308.394.0752

EXHIBIT

A, p. 1.

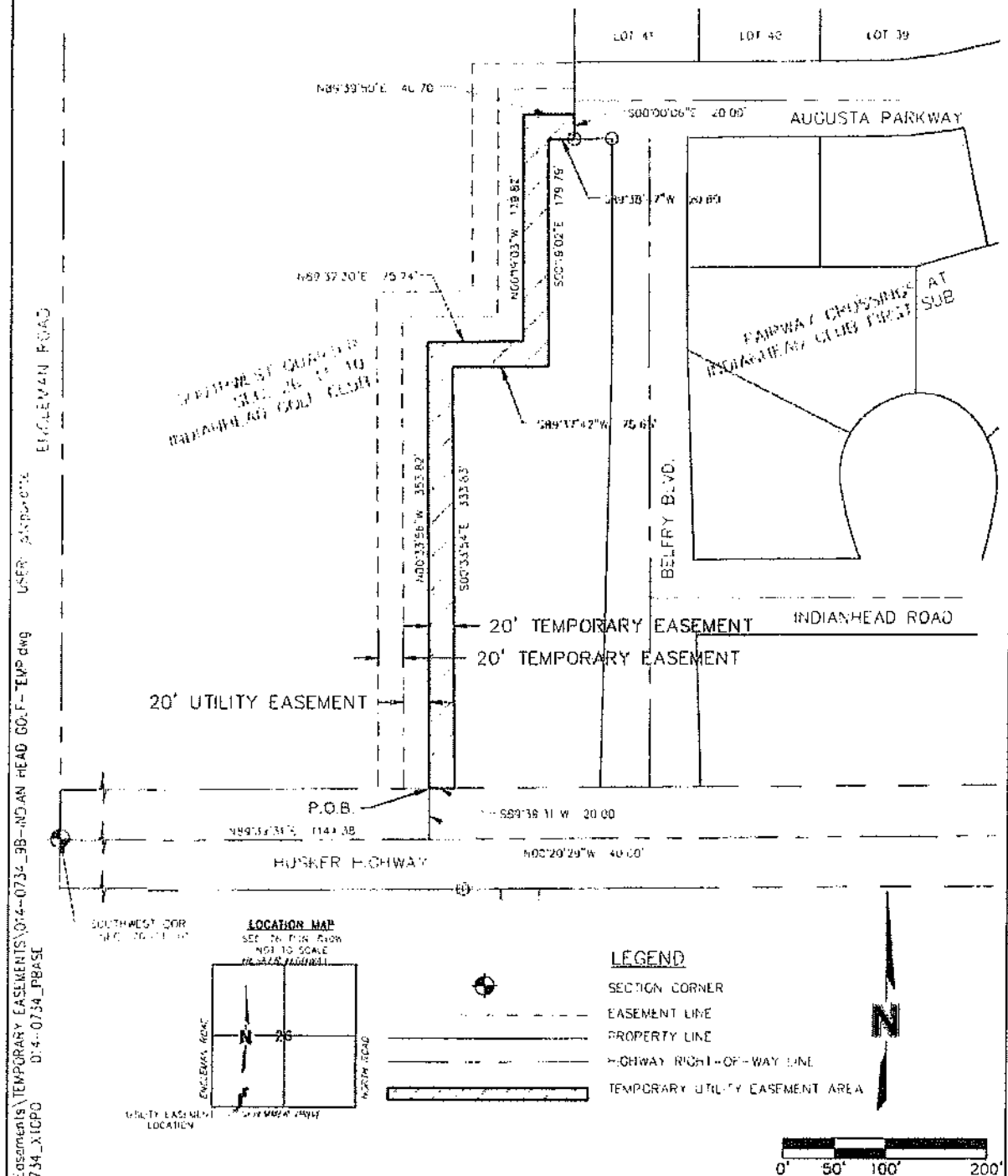
TEMPORARY UTILITY EASEMENT

HALL COUNTY, NEBRASKA



TEMPORARY UTILITY EASEMENT

HALL COUNTY, NEBRASKA



PROJECT NO: 2014-0734	HUSKER HIGHWAY UTILITY EASEMENTS		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL: 308.384.3750 FAX: 308.384.3752	EXHIBIT
DRAWN BY: JAS				A, pg. 3
DATE: 03/05/2015				

Exhibit B

Tract No. 1, a part of Section Twenty-six (26), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, as surveyed by Charles B. Beer dated March 22, 1990 and recorded on May 15, 1990 as document no. 90-102662 in the records of the Hall County Register of Deeds EXCEPTING lands located within the following subdivisions in the City of Grand Island, Hall County, Nebraska:

Fairway Crossing at Indianhead Golf Club First Subdivision;
Indianhead Third Subdivision; and
Indianhead Sixth Subdivision.

RESOLUTION 2018-339

WHEREAS, the City of Grand Island entered into a Subdivision Agreement with Indianhead Golf Club, Inc., a/k/a Indian Head Golf Club, Inc., concerning the platting of Fairway Crossings at Indianhead Golf Club First Subdivision (the “Subdivision Agreement”); and

WHEREAS, Indianhead Golf Club, L.L.C., is the successor in interest to Indianhead Golf Club, Inc., a/k/a Indian Head Golf Club, Inc., and

WHEREAS, the Subdivision Agreement contemplated construction of a sanitary sewer interceptor main to be constructed along Husker Highway; and

WHEREAS, the City has no immediate or future plans for the construction of a sanitary sewer interceptor main to be constructed along Husker Highway; and

WHEREAS, the terms of the Subdivision Agreement relative to the construction of a sanitary sewer interceptor main along Husker Highway act as an impediment to the sale of lots within the subdivision; and

WHEREAS, the City and Developer desire to enter into an agreement whereby the lots within Fairway Crossings at Indianhead Golf Club First Subdivision will be released from certain obligations and liabilities regarding sanitary sewer facilities as set forth in the Subdivision Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement between the City of Grand Island and Indianhead Golf Club, L.L.C. is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 6, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 5, 2018	☐ City Attorney



City of Grand Island

Tuesday, November 6, 2018

Council Session

Item J-1

Approving Payment of Claims for the Period of October 24, 2018 through November 6, 2018

The Claims for the period of October 24, 2018 through November 6, 2018 for a total amount of \$4,177,371.58. A MOTION is in order.

Staff Contact: Patrick Brown