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# City of Grand Island



## Tuesday, January 14, 2020 Council Session Agenda

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### City Council:

Jason Conley  
Chuck Haase  
Julie Hehnke  
Jeremy Jones  
Vaughn Minton  
Mitchell Nickerson  
Mike Paulick  
Clay Schutz  
Justin Scott  
Mark Stelk

### Mayor:

Roger G. Steele

### City Administrator:

Jerry Janulewicz

### City Clerk:

RaNae Edwards

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**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.

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**Invocation - Pastor Nathan Frew, Abundant Life Christian Center, 3411 West Faidley Avenue**

**Pledge of Allegiance**

**Roll Call**

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### **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.

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### **B - RESERVE TIME TO SPEAK ON AGENDA ITEMS**

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



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item C-1

### **Recognition of Brad Foster, Horticulturist with the Parks & Recreation Department for 35 Years of Service with the City of Grand Island**

*The Mayor and City Council will recognize Brad Foster, Horticulturist with the Parks and Recreation Department for 35 years of service with the City of Grand Island. Mr. Foster was hired as a Maintenance Worker II on January 23, 1985 and was promoted to Horticulturist on March 27, 1992. We congratulate Mr. Foster on his dedicated service to the City of Grand Island for the past 35 years.*

Staff Contact: Mayor Roger Steele

# *Thirty-Five Year Service Award*

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

**BRADLEY FOSTER**

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



*Tom McLoy*  
\_\_\_\_\_  
Department Director

*Robert R. Smith*  
\_\_\_\_\_  
Mayor

*1/6/2020*  
\_\_\_\_\_  
Date

*January 6, 2020*  
\_\_\_\_\_  
Date



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item C-2

### Recognition of Grand Island Wastewater Division Awards at Fall Conference

*The Mayor and City Council will recognize the Grand Island Wastewater Division of the Public Works Department for receiving the Nebraska Water Environmental Association (NWEA) Scott Wilber Large Facility Best in Class Award during the 2019 American Public Works Association (APWA), Nebraska Water Environment Association (NWEA), and the American Water Works Association (AWWA) Fall Conference.*

*The Scott Wilber Award, given by the Nebraska Water Environment Association, recognizes wastewater facilities across Nebraska that provide excellence in operations and maintenance. The Association committee evaluates the operations of facilities in four facility classes, ranging from lagoon systems to large treatment operations. Grand Island has received Outstanding Facility Awards every year since 2015 and the Large Facility Best in Class Award for 2019, with the Best in Class award also being received in 2016. Large facilities are those handling over 5 million gallons of wastewater per day.*

*The NWEA Safety Award recognizes excellence in accident prevention and promotion of safety in workplace facilities. The Grand Island Wastewater Department is firmly committed to the safety of those working with our facilities. Each group within the department has a weekly safety meeting that focuses on potential safety issues within the department. Quarterly a division wide safety meeting that covers something of common interest to all members of the division is conducted. Recently special meters have been put in use for workers at the plant that monitor gas levels, falls and other potential problems to ensure 24/7 protection of our workers.*

*NWEA recognizes the efforts made by the City and, for 2019, again awarded the City their Silver Safety Award. This is the fifth year in a row the City has received a safety award from the State and third year*

*for the Silver Award. In 2015 The City received the Gold Award and in 2018 received the Bronze Award.*

**Staff Contact: Mayor Roger Steele**



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item D-1

### **#2020-BE-1 - Consideration of Determining Benefits for Sidewalk District No. 1- 2019; 13th Street**

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

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

# Council Agenda Memo

**From:** Keith Kurz PE, Assistant Public Works Director  
**Meeting:** January 14, 2020  
**Subject:** Consideration of Determining Benefits for Sidewalk District No. 1- 2019; 13<sup>th</sup> Street  
**Presenter(s):** John Collins PE, Public Works Director

## Background

The Certificate of Final Completion for Sidewalk District No. 1- 2019; 13<sup>th</sup> Street was approved by City Council on December 17, 2019, via Resolution No. 2019-370; with January 14, 2020 set as the date for Council to sit as the Board of Equalization. Carlos Guerrero Construction of Grand Island, Nebraska was hired to perform such work in the amount of \$26,400.00. Work was completed at a price of \$26,723.48; with additional costs of \$5,139.47, all detailed below.

Original Bid	\$ 26,400.00
Overruns	\$ 323.48
<b>Sub Total (Construction Price) =</b>	<b>\$ 26,723.48</b>
Additional Costs:	
Grand Island Public Works Engineering – Engineering & Design	\$ 5,139.47
<b>Sub Total of Additional Costs =</b>	<b>\$ 5,139.47</b>
<b>TOTAL COST =</b>	<b>\$ 31,862.95</b>

Total project cost is \$31,862.95, all of which is assessable. The overrun was due to a thickened sidewalk crossing a driveway.

All work has been completed and special assessments have been calculated for the improvements.

## Discussion

The costs for this project will be assessed to the adjacent property. The payments are spread over seven (7) years at 7% simple interest. The first payment of principle only at 1/7<sup>th</sup> of the assessment is due 25 days after filing of the ordinance that levies the costs as approved at the Board of Equalization. The City has had multiple correspondences with the property owners and sent a reminder letter advising them that the BOE is scheduled for January 14, 2020 and the first payment will be due shortly after.

## **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 meet as the Board of Equalization to determine benefits and pass an ordinance to levy Special Assessments to the individual properties.

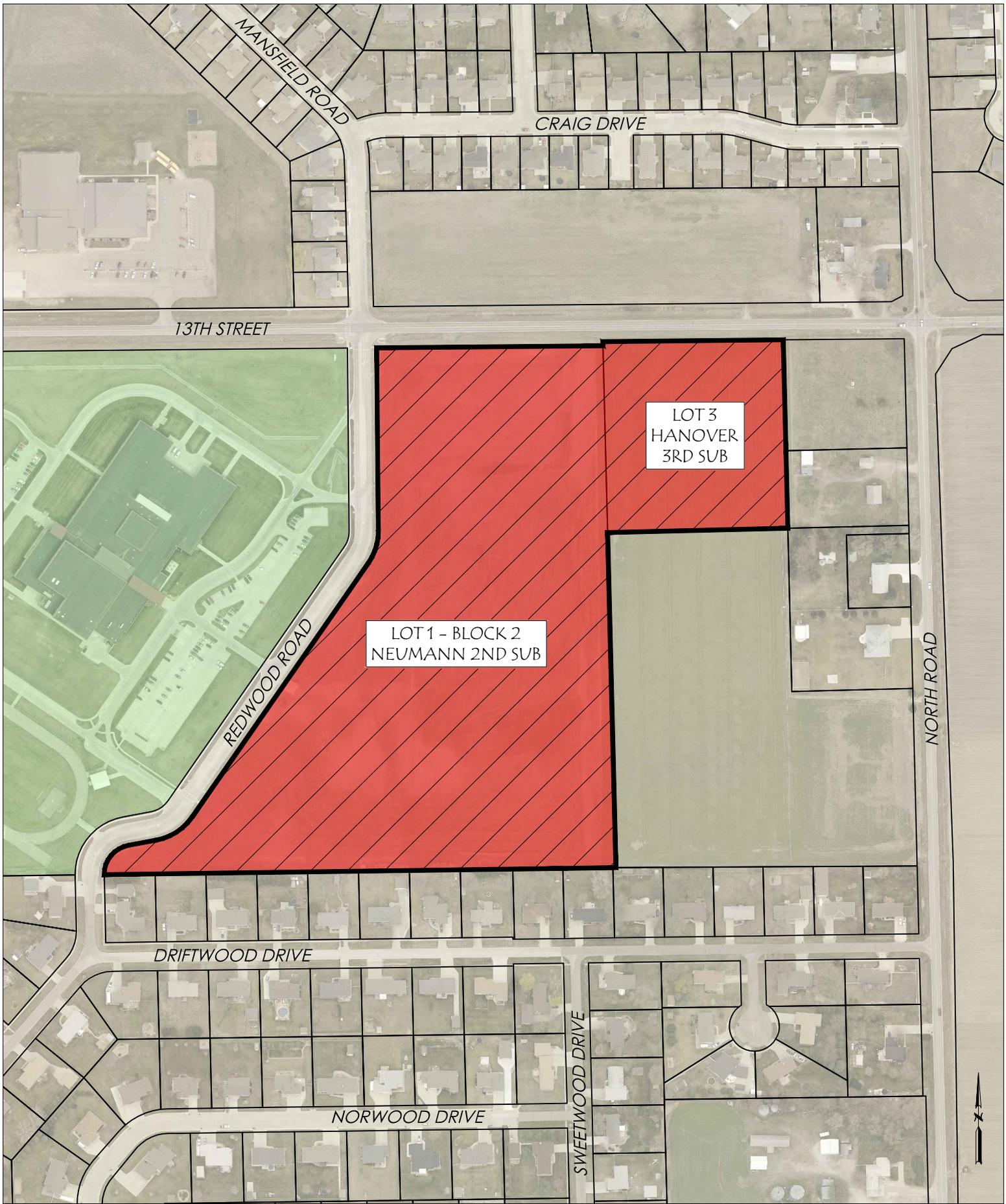
## **Sample Motion**

(Sample Motion for the Board of Equalization)

Move to approve the resolution establishing benefits for Sidewalk District No. 1- 2019; 13<sup>th</sup> Street.

(Sample Motion for the Ordinance)

Move to approve the ordinance levying the assessments for Sidewalk District No. 1- 2019; 13<sup>th</sup> Street.



SIDEWALK DISTRICT BOUNDARY

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF HALL )

**AFFIDAVIT OF MAILING**

RaNae Edwards, City Clerk, being first duly sworn on oath, deposes and says that she is the duly appointed and acting City Clerk of the City of Grand Island, Nebraska, and that on January 7, 2020; she mailed copies of the "Notice of Board of Equalization Hearing – Sidewalk District No. 1- 2019; 13<sup>th</sup> Street", which notice was first published in the Grand Island Independent on January 2, 2020, to the following named parties:

The Meadows Apartment Homes, LLC  
PO Box 139  
Grand Island, NE 68802

Hall County School District 2  
123 S Webb Rd  
Grand Island, NE 68803

Such communications were properly posted and deposited in the United States mail.

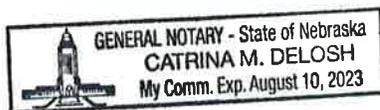
Those names shown with an asterisk were mailed copies by certified mail, return receipt requested, being owners of property within the district whose addresses were shown on the tax rolls of Hall County at the time said Notice was first published as being outside the boundaries of Hall County.

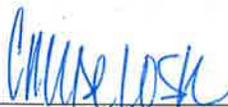
Affiant further states that she, and her attorney, after diligent investigation and inquiry, were unable to ascertain and does not know the post office address of any other party appearing to have a direct legal interest in the proceedings other than the above parties to whom notice has been mailed.

DATED: January 7, 2020

  
\_\_\_\_\_  
RaNae Edwards, City Clerk

Subscribed and sworn to before me this 7<sup>th</sup> date January, 2020.



  
\_\_\_\_\_  
Notary Public

# NOTICE OF BOARD OF EQUALIZATION HEARING

[SAVE](#)[SHARE](#)

## Details for NOTICE OF BOARD OF EQUALIZATION HEARING

Updated 7 hrs ago

NOTICE OF BOARD OF EQUALIZATION HEARING Sidewalk District No. 1- 2019; 13th Street NOTICE is hereby given to all persons owning real estate within the Sidewalk District No. 1- 2019; 13th Street in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on January 14, 2020 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of such sidewalk district. All owners of real estate within said sidewalk district, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made. By order of the City Council, Grand Island, Nebraska. RaNae Edwards, City Clerk 2-7-14

DRAFT

ORDINANCE NO. \_\_\_\_\_

An ordinance assessing and levying a special tax to pay the cost of Sidewalk District No. 1- 2019; 13<sup>th</sup> Street of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of Sidewalk District No. 1- 2019; 13<sup>th</sup> Street, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

Parcel No.	Owner	Legal Description	Assessment by Frontage
400200394	The Meadows Apartment Homes, LLC	Lot 3, Hanover Third Subdivision	\$ 14,115.29
400437430	Hall County School District 2	Block 2, Lot 1 Neumann Second Subdivision	\$ 17,747.66
			\$ 31,862.95

SECTION 2. The special tax shall become delinquent as follows: One-seventh of the total amount shall become delinquent in twenty-five (25) days; one-seventh in one year; one-seventh in two years; one-seventh in three years; one-seventh in four years; one-seventh in five years; one-seventh in six years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within twenty-five (25) days from the date of this levy without interest, and the lien of special tax

Approved as to Form	by _____
January 7, 2020	City Attorney

ORDINANCE NO. \_\_\_\_\_ (Cont.)

DRAFT

thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate specified by Nebraska Revised Statutes Section 45-104.01, as such rate may from time to time be adjusted by the Legislature, shall be paid thereon until such installment is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 5. Any provision of the Grand Island City Code and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: January 14, 2020

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

RESOLUTION 2020-

DRAFT

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sidewalk District No. 1- 2019; 13<sup>th</sup> Street, after due notice having been given thereof, that we find and adjudge:

That total project cost is \$31,862.95, with benefits accruing to the real estate in such district to be the total sum of \$31,862.95; and

Such benefits are based on Sidewalk District No. 1- 2019; 13<sup>th</sup> Street at the adjacent property and are based on percentage of front footage; and

According to the area of the respective lots, tracts, and real estate within such Sidewalk District No. 1- 2019; 13<sup>th</sup> Street, such benefits are the sums set opposite the description as follows:

Parcel No.	Owner	Legal Description	Assessment by Frontage
400200394	The Meadows Apartment Homes, LLC	Lot 3, Hanover Third Subdivision	\$ 14,115.29
400437430	Hall County School District 2	Block 2, Lot 1 Neumann Second Subdivision	\$ 17,747.66
			\$ 31,862.95

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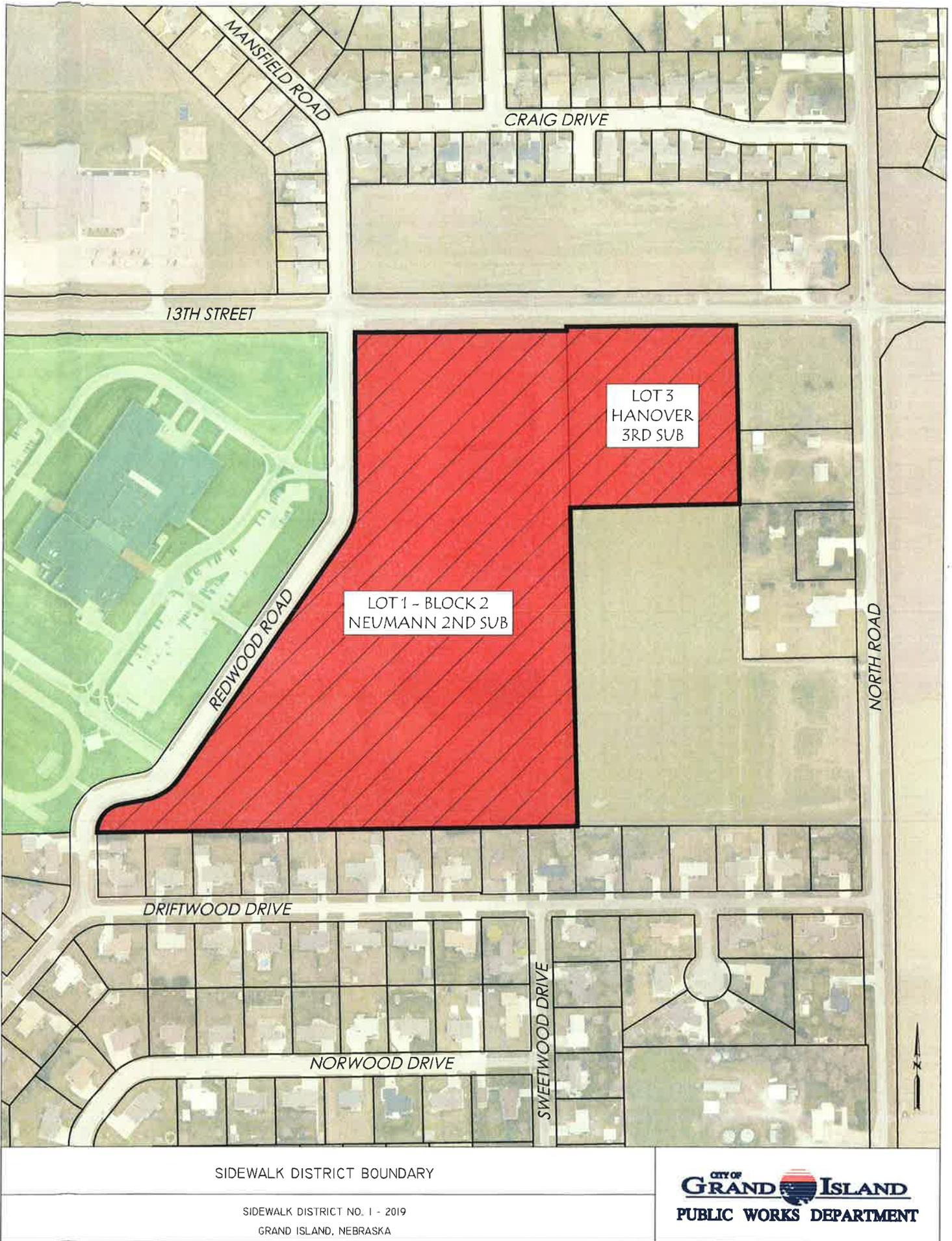
Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	□ _____
January 7, 2020	□ City Attorney



RESOLUTION 2020-BE-1

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sidewalk District No. 1-2019; 13<sup>th</sup> Street, after due notice having been given thereof, that we find and adjudge:

That total project cost is \$31,862.95, with benefits accruing to the real estate in such district to be the total sum of \$31,862.95; and

Such benefits are based on Sidewalk District No. 1- 2019; 13<sup>th</sup> Street at the adjacent property and are based on percentage of front footage; and

According to the area of the respective lots, tracts, and real estate within such Sidewalk District No. 1- 2019; 13<sup>th</sup> Street, such benefits are the sums set opposite the description as follows:

Parcel No.	Owner	Legal Description	Assessment by Frontage
400200394	The Meadows Apartment Homes, LLC	Lot 3, Hanover Third Subdivision	\$ 14,115.29
400437430	Hall County School District 2	Block 2, Lot 1 Neumann Second Subdivision	\$ 17,747.66
			\$ 31,862.95

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ✕ _____ January 10, 2020        ✕ City Attorney
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# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item E-1

### **Public Hearing on Acquisition of Utility Easement - 3563 Prairieview Street - Prairie Commons MOB, 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, Interim City Attorney

**Meeting:** January 14, 2020

**Subject:** Acquisition of Utility Easement – 3563 Prairieview Street – Prairie Commons MOB, 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 Prairie Commons MOB, LLC, located through a part of Lot Two (2), Prairie Commons Second Subdivision, in the City of Grand Island, Hall County, Nebraska (3563 Prairieview Street), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

The Utilities Department will be installing a three-phase transformer and 4/0 underground cable to supply electrical power to the Medical Office Building located in the Northeast corner of 3563 Prairieview Street. The proposed easement tract will allow the Utilities Department to install, access, operate and maintain the electrical infrastructure at this location.

## **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.

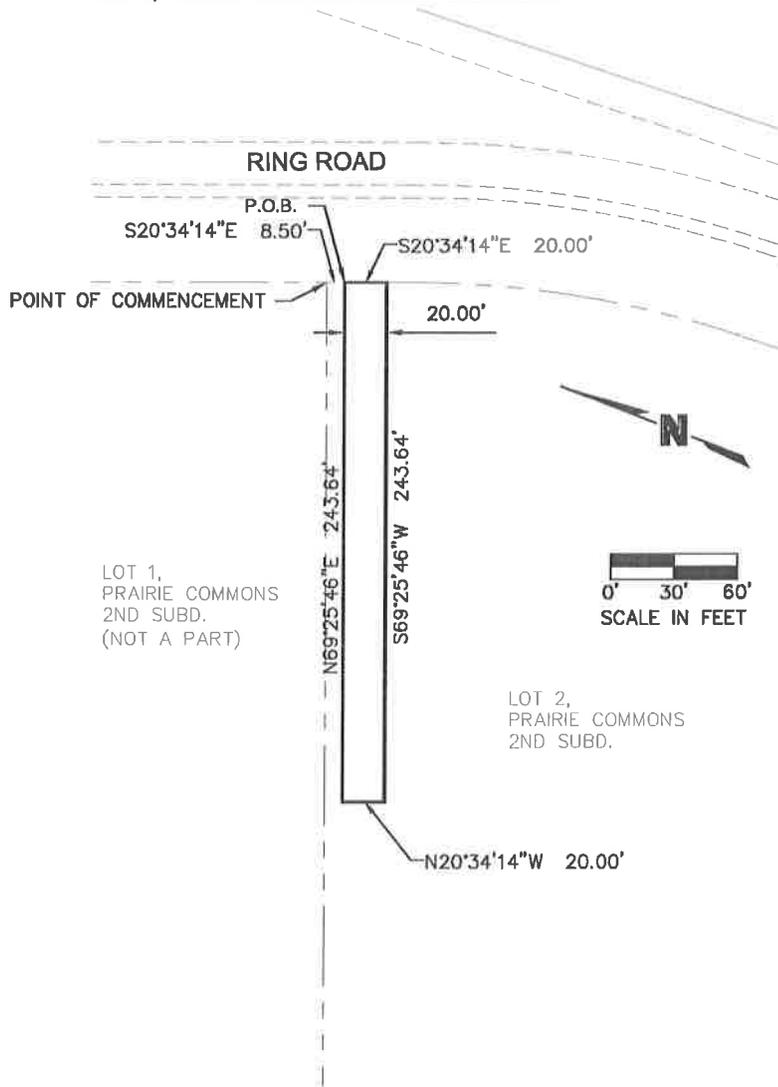
**Exhibit "A"**

**EASEMENT DESCRIPTION**

A PERMANENT UTILITY EASEMENT CONSISTING OF PART OF LOT 2 OF PRAIRIE COMMONS SECOND SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

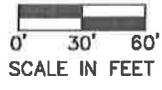
COMMENCING AT A NORTHERLY CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY (R.O.W.) LINE OF RING ROAD; THENCE ON AN ASSUMED BEARING OF S20°34'14"E ALONG THE SOUTHWESTERLY LINE OF SAID RING ROAD ROW, SAID LINE ALSO BEING THE NORTHEAST LINE OF SAID LOT 2, A DISTANCE OF 8.50 FEET TO THE POINT OF BEGINNING; THENCE S20°34'14"E ALONG THE NORTHEAST LINE OF SAID LOT 2, A DISTANCE OF 20.00 FEET; THENCE S69°25'46"W PARALLEL TO AND 28.50 FEET SOUTHEAST OF THE NORTHWEST LINE OF SAID LOT 2, A DISTANCE OF 243.64 FEET; THENCE N20°34'14"W PARALLEL TO AND 243.64 FEET SOUTHWEST OF THE NORTHEAST LINE OF SAID LOT 2, A DISTANCE OF 20.00 FEET; THENCE N69°25'46"E PARALLEL TO AND 8.50 SOUTHEAST OF THE NORTHWEST LINE OF SAID LOT 2, A DISTANCE OF 243.64 TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 4,872.86 SQUARE FEET MORE OR LESS.

**PERMANENT UTILITY EASEMENT**  
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
LOT 2, PRAIRIE COMMONS SECOND SUBDIVISION



LOT 1,  
PRAIRIE COMMONS  
2ND SUBD.  
(NOT A PART)

LOT 2,  
PRAIRIE COMMONS  
2ND SUBD.



- LEGEND**
- — — — — EXISTING PROPERTY LINE
  - - - - - EXISTING EASEMENT LINE
  - ===== NEW EASEMENT LINE

4851-8832-1454, v. 1



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item E-2

### **Public Hearing on Acquisition of Utility Easement - 1415 S. Webb Road - IIC Properties, LLC**

*Council action will take place under Consent Agenda item G-4.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director  
Stacy Nonhof, Interim City Attorney

**Meeting:** January 14, 2020

**Subject:** Acquisition of Utility Easement – 1415 S. Webb Road –  
IIC Properties, 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 IIC Properties, LLC, located through a part of the West one hundred fifty-nine (159.0) feet of the North Half (N½) of Lot Twenty (20), Bachman and Lester Subdivision, in the City of Grand Island, Hall County, Nebraska (1415 S. Webb Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

The Utilities Department will be upgrading the overhead power line along the north side of Bachman Street. The overhead power line crosses through the Northwest corner of the Grantor's property located at 1415 S. Webb Road. The proposed easement tract will allow the Utilities Department to install, access, operate and maintain the electrical infrastructure at this location.

## **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.

STOLTENBERG

LOT 1

SUBDIVISION

224.0'

SECTION LINE

176.3'

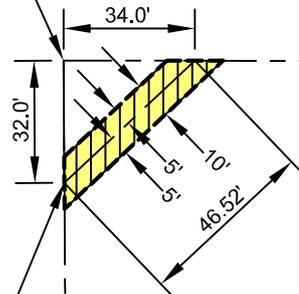
176.3'

BACHMAN STREET

40'

NW CORNER- LOT 20,  
BACHMAN & LESTER SUB.

WEBB ROAD



159.0'

72.0'

NORTH LINE- LOT 20,  
BACHMAN & LESTER SUB.

BACHMAN & LESTER

POINT OF  
BEGINNING

163.8'

LOT 20

WEST LINE- LOT 20,  
BACHMAN & LESTER SUB.

164.4'

231.0'

SUBDIVISION

LOT 25

LEGEND



INDICATES 10' WIDE  
UTILITY EASEMENT



CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

EXHIBIT "A"

DATE: 12/4/2019 | FILE: BACHMAN



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item F-1

**#9755 - Consideration of Creation of Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivision**

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

# **Council Agenda Memo**

**From:** Keith Kurz, Assistant Public Works Director

**Meeting:** January 14, 2020

**Subject:** Consideration of Creation of Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivision

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

## **Background**

The Engineering Division of the Public Works Department received a petition for creation of a Sanitary Sewer District to serve the new subdivision of Ellington Pointe and the existing subdivision of Westwood Park.

## **Discussion**

If the district is created, a notice will be mailed to all affected property owners, a 30-day protest period allowed and an open house meeting held to review the project with property owners. The Public Works Department recommends that the assessments for the district be spread equally across the lots in the district with a ten (10) year repayment schedule.

## **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 creation of Sanitary Sewer District No. 543.

## **Sample Motion**

Move to approve the resolution.

ORDINANCE NO. 9755

An ordinance creating Sanitary Sewer District No. 544 of the City of Grand Island, Nebraska; defining the boundaries thereof; providing for the laying of sanitary sewer mains in said district; providing for plans and specifications and securing bids; assessing the costs of such improvements; providing for certification to the Register of Deeds; and providing for publication and the effective date of this ordinance.

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

SECTION 1. Sanitary Sewer District No. 544 is hereby created for the construction of an 8” inch gravity sanitary sewer system within Ellington Pointe Subdivision and a portion of Westwood Park Subdivision all within the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such sanitary sewer district shall be as follows:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 1, HANOVER 2<sup>ND</sup> SUBDIVISION, THENCE CONTINUING SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF NORTH ROAD AND THE EAST LINE OF LOT 1, HANOVER 2<sup>ND</sup> SUBDIVISION TO THE NORTHEAST CORNER OF LOT 1, BLOCK 2, OF ELLINGTON POINTE SUBDIVISION THENCE CONTINUING SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE AND THE EAST LINE OF LOTS 1, AND 2, BLOCK 2, AND LOT 1, BLOCK 1 AND OUTLOT A ELLINGTON POINTE SUBDIVISION TO THE SOUTHEAST CORNER OF OUTLOT A, OF ELLINGTON POINTE SUBDIVISION, AND THE NORTHEAST CORNER OF LOT 1, WESTWOOD PARK SUBDIVISION, THENCE SOUTHERLY ON THE EAST LINE OF LOTS 1,45,46,47 AND AN EXTENSION THEREOF TO THE SOUTHEAST CORNER OF LOT 47, THENCE EASTERLY ON AN EXTENSION OF THE SOUTH LINE OF SAID LOT 47, WESTWOOD PARK SUBDIVISION TO A POINT 33’ WEST OF THE EAST LINE OF SECTION 14-11-10 SAID

Approved as to Form	□ _____
January 10, 2020	□ City Attorney

ORDINANCE NO. 9755(Cont.)

POINT BEING ON THE WEST LINE OF NORTH ROAD, THENCE SOUTH ON THE WEST LINE OF NORTH ROAD FOR A DISTANCE OF 300', THENCE WESTERLY ON A LINE SOUTH OF AN PARALLEL TO THE SOUTH LINE OF LOTS 42 & 47, WESTWOOD PARK SUBDIVISION FOR A DISTANCE OF 300', THENCE NORTHERLY ON A LINE 300' WEST OF AND PARALLEL TO THE WEST LINE OF NORTH ROAD FOR A DISTANCE OF 300' TO THE SOUTH LINE OF LOT 42, WESTWOOD PARK SUBDIVISION, THENCE WESTERLY ON THE SOUTHERLY LINE OF LOTS 41 & 42, WESTWOOD PARK SUBDIVISION, TO THE SOUTHWEST CORNER OF SAID LOT 41, WESTWOOD PARK SUBDIVISION, SAID POINT BEING ON THE EAST LINE OF LOT 36, WESTWOOD PARK SUBDIVISION, THENCE SOUTHERLY ON THE EAST LINE OF LOTS 33, 34, 35, & 36, WESTWOOD PARK SUBDIVISION TO THE SOUTHEAST CORNER OF LOT 33, WESTWOOD PARK SUBDIVISION, THENCE WESTERLY ON THE SOUTH LINE OF LOT 33, WESTWOOD PARK SUBDIVISION, THENCE WEST ON SOUTH LINE OF LOT 33, WESTWOOD PARK SUBDIVISION TO THE SOUTHEAST CORNER OF LO33, WESTWOOD PARK SUBDIVISION, THENCE ON A EXTENSION OF SAID SOUTH LINE TO THE SOUTHEAST CORNER OF LOT 12, WESTWOOD PARK SUBDIVISION, THENCE CONTINUING ON THE SOUTH LINE FOR LOT 12, WESTWOOD PARK SUBDIVISION TO THE SOUTHWEST CORNER OF LOT 12, WESTWOOD PARK SUBDIVISION, THENCE NORTHERLY ON THE WEST LINE OF LOT 12, WESTWOOD PARK SUBDIVISION, TO THE NORTHWEST CORNER OF LOT 12, WESTWOOD PARK SUBDIVISION, THENCE EAST ON THE NORTH LINE OF LOT 12, WESTWOOD PARK SUBDIVISION, TO THE SOUTHWEST CORNER OF LOT 11, WESTWOOD PARK SUBDIVISION, THENCE NORTHERLY ON THE WEST LINE OF LOT 10 & 11, AND AN EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 10, WESTWOOD PARK SUBDIVISION, THENCE EAST ON THE NORTH LINE OF LOT 10, WESTWOOD PARK SUBDIVISION, TO THE WEST LINE OF SWEETWOOD DRIVE, THENCE NORTH ON THE WEST LINE OF SWEETWOOD DRIVE, TO THE NORTH LINE OF DRIFTWOOD DRIVE, THENCE EAST ON THE NORTH LINE OF DRIFTWOOD DRIVE TO THE SOUTHWEST CORNER OF LOT 7, WESTWOOD PARK SUBDIVISION, THENCE NORTH ON THE WEST LINE OF LOT 7, WESTWOOD PARK SUBDIVISION TO THE NORTH LINE OF WESTWOOD PARK SUBDIVISION, THENCE EASTERLY ON THE NORTH LINE OF WESTWOOD PARK SUBDIVISION TO A POINT EXTENDED FROM THE NORTHWEST CORNER OF LOT 6 WESTWOOD PARK SUBDIVISION A DISTANCE OF 7.75' FEET TO THE SOUTHWEST CORNER OF LOT 7, BLOCK 1 ELLINGTON POINTE SUBDIVISION THENCE NORTHLY ON THE WEST LINE OF SAID LOT 7 TO THE NORTHWEST OF LOT 7, BLOCK 1 ELLINGTON POINTE SUBDIVISION; THENCE CONTINUING NORTHERLY ON THE SAID WEST LINE EXTENDED A DISTANCE OF 64' FEET TO THE SOUTHWEST CORNER OF LOT 5, BLOCK 4 ELLINGTON POINTE SUBDIVISION; THENCE CONTINUING NORTHERLY ON THE WEST LINE OF LOTS 1 ,2,3,4, & 5, BLOCK 4 TO NORTHWEST CORNER OF LOT 1, BLOCK 4, THENCE CONTINUING ON SAME SAID LINE EXTENDED A DISTANCE OF 64' FEET TO THE SOUTHWEST CORNER OF LOT 18, BLOCK 2, THENCE CONTINUING NORTHERLY ON THE WEST LINE OF SAID LOT 18, BLOCK 2, TO THE NORTHWEST CORNER OF SAID LOT 18, BLK 2 ELLINGTON POINTE SUBDIVISION, THENCE EASTERLY ON THE NORTH LINE OF LOTS 12,13, 14, 15, 16, 17, & 18, BLOCK 2, ELLINGTON POINTE SUBDIVISION TO THE NORTHEAST CORNER OF LOT 12, BLOCK 2, ELLINGTON POINTE SUBDIVISION, THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT 12, BLOCK 2 ELLINGTON POINTE SUBDIVISION, A DISTANCE OF 20' FEET TO THE NORTHWEST CORNER OF LOT 1, HANOVER 2ND SUBDIVISION, THENCE EASTERLY ON THE NORTH LINE OF SAID LOT 1, HANOVER 2ND SUBDIVISION TO THE POINT OF BEGINNING.

ORDINANCE NO. 9755(Cont.)

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the costs thereof. Bids for the construction of such sanitary sewer shall be taken and contracts entered into in the manner provided by law.

SECTION 4. All improvements shall be made at public cost, but the cost thereof shall be assessed upon the lots and lands in the district specially benefited thereby as provided by law.

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval and publication, without the plat, as provided by law.

SECTION 6. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

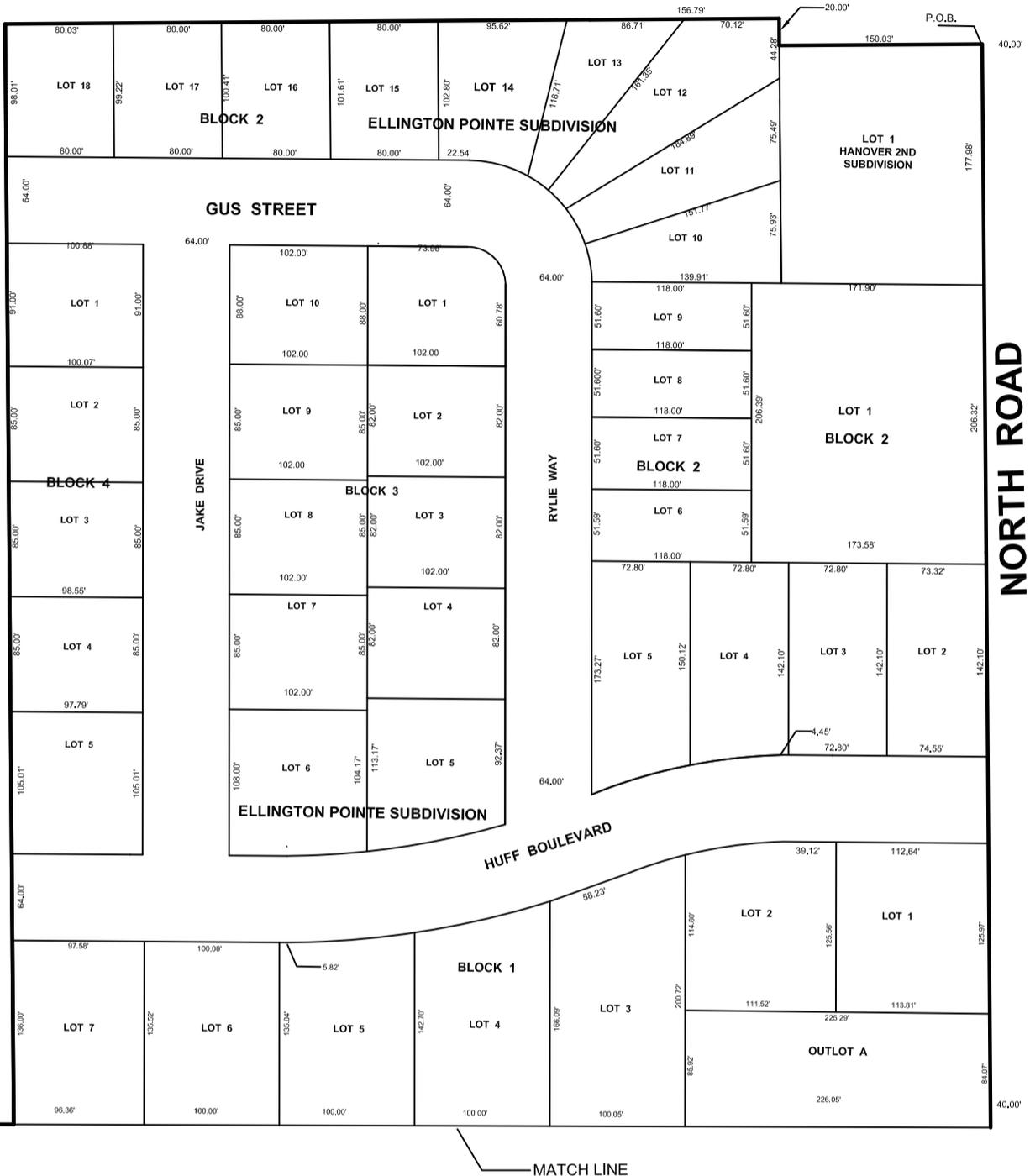
SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, a legal newspaper published and of general circulation in said City, as provided by law, and shall be provided by mailed notice to the affected property owners of such district creation and that they shall have thirty (30) days from and after such publication to file with the Grand Island City Clerk their written protest of the creation of the district.

Enacted: January 14, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

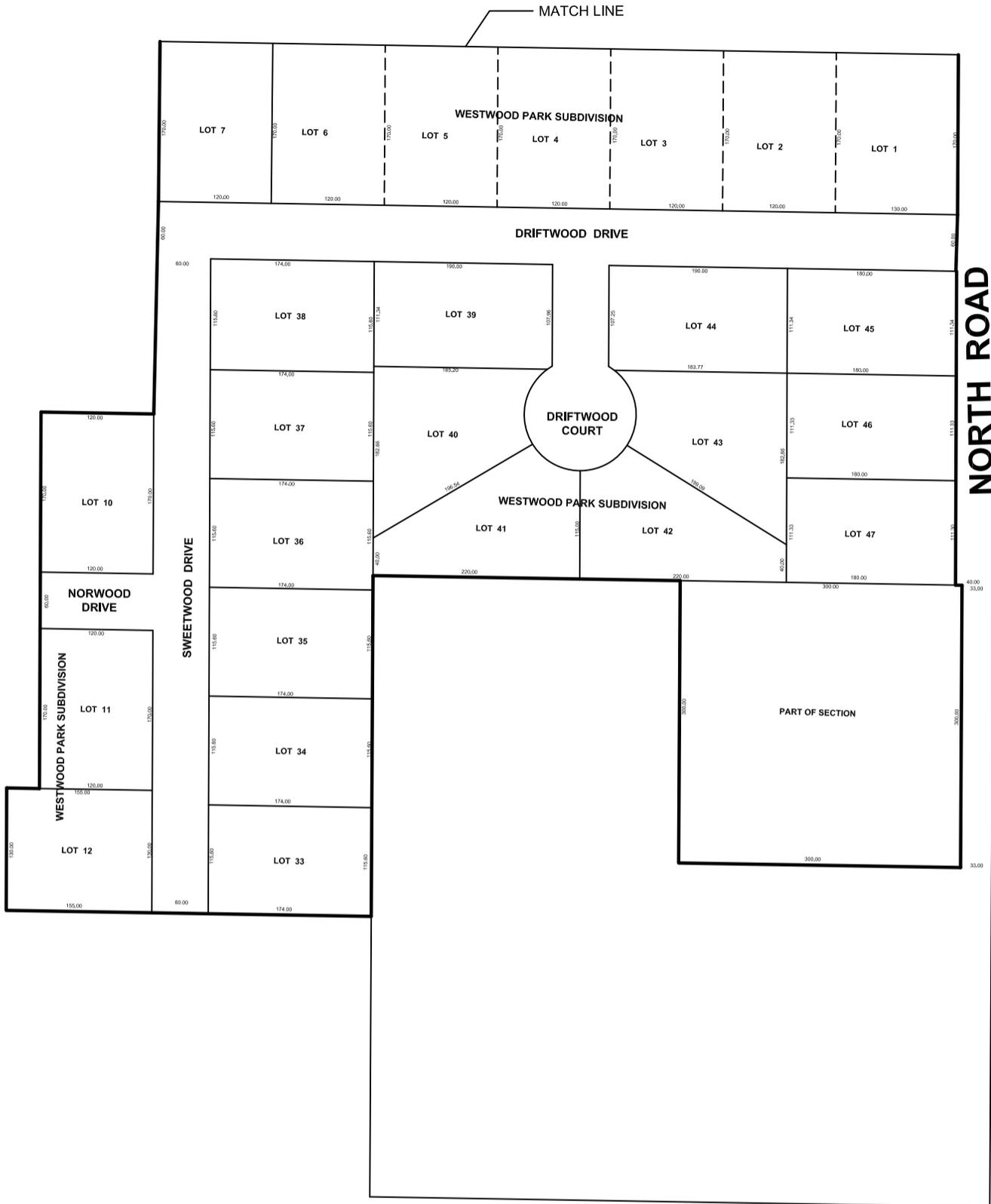
\_\_\_\_\_  
RaNae Edwards, City Clerk



# EXHIBIT "A"

INITIAL POINT SURVEYING LLC  
 410 S. Webb Rd  
 Suite 4B  
 Grand Island, NE 68803  
 308-383-6754 Cell 308-675-4141 Office

LOCATION: ELLINGTON POINTE		
TITLE: Ellington Pointe Sewer District		
SCALE AT A3: NONE	DRAWING NO.:	DRAWN: Brent C.
PROJECT NO.:	DATE: NOV. 13, 2019	



# EXHIBIT "A"

INITIAL POINT SURVEYING LLC 410 S. Webb Rd Suite 4B Grand Island, NE 68803 308-383-6754 Cell 308-675-4141 Office		
LOCATION: WESTWOOD PARK		
TITLE: Westwood Park Sewer District		
SCALE AT A3: NONE	DRAWING NO:	
PROJECT NO:	DATE: NOV. 13, 2019	DRAWN: Brent C.



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item F-2

### **#9756 - Consideration of Amending Salary Ordinance Relative of Meter Readers**

Staff Contact: Aaron Schmid, Human Resources Director

# Council Agenda Memo

**From:** Aaron Schmid, Human Resources Director  
**Meeting:** January 14, 2020  
**Subject:** Consideration of Approving Salary Ordinance No. 9756  
**Presenter(s):** Aaron Schmid, Human Resources Director

## Background

The salary ordinance for employees of the City of Grand Island comes before Council when changes are necessary. The following explains the proposed changes to the salary ordinance.

## Discussion

The proposed salary ordinance would create a part time Meter Reader classification. The Finance department recently experienced a retirement of a full time Meter Reader. After evaluating staffing needs, it was determined that a part time position would be more appropriate to backfill the opening.

## 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 proposed Salary Ordinance No. 9756.

## Sample Motion

Move to approve Salary Ordinance No. 9756.

ORDINANCE NO. 9756

An ordinance to amend Ordinance 9750 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; ~~to amend the salary ranges of employees covered under the FOP labor agreement; to add the FOP position and salary range of Police Lieutenant; to remove the FOP Training and Special Events Bank; to amend the FOP medical leave payout at separation of employment or death; to amend shift differential pay; to amend the FOP longevity pay; to correct the listed salary range of the IBEW – Utilities Utility Groundman add the non-union position and salary range of Meter Reader – Part Time; and to reimburse the non-union Meter Reader - Part Time position sixty percent (60%) of the actual cost of providing and cleaning protective clothing required for the position;~~ and to repeal those portions of Ordinance No. 9750 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

SECTION 1. The currently occupied classifications of officers and general employees of the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by Personnel Rules & Regulations) to be paid for such classifications, and the number of hours and work period which certain officers and general employees shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	26.4150/38.6380	Exempt
Accounting Technician – Solid Waste	20.4135/25.8403	40 hrs/week

Approved as to Form     \_\_\_\_\_  
 December 30, 2019     City Attorney

ORDINANCE NO. 9756 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Administrative Coordinator – Public Works	22.0092/31.6931	40 hrs/week
Assistant Finance Director	35.2700/51.4400	Exempt
Assistant Public Works Director/Engineering	41.1300/63.0000	Exempt
Assistant Utilities Director – Engineering/Business Operations	56.0485/81.7800	Exempt
Assistant Utilities Director – Production	56.0485/81.7800	Exempt
Assistant Utilities Director – Transmission	56.0485/81.7800	Exempt
Attorney	35.0573/52.0769	Exempt
Building Department Director	41.2900/60.9300	Exempt
Cemetery Superintendent	26.2260/38.5105	Exempt
City Administrator	76.1973/88.7644	Exempt
City Attorney	51.1831/71.0744	Exempt
City Clerk	33.8388/45.3688	Exempt
Civil Engineer I	31.3740/44.5826	Exempt
Civil Engineer II	35.6038/51.2718	Exempt
Collection System Supervisor	26.3531/38.5602	40 hrs/week
Community Development Administrator	23.0800/33.5800	40 hrs/week
Community Service Officer – Part time	16.8469/23.5356	40 hrs/week
Custodian – Library, Police	15.5701/21.6946	40 hrs/week
Customer Service Representative	10.6729/14.7180	40 hrs/week
Customer Service Team Leader	21.5389/29.8815	Exempt
Deputy City Clerk	27.4400/35.5280	40 hrs/week
Electric Distribution Superintendent	41.2596/54.9768	Exempt
Electric Distribution Supervisor	38.8735/52.9283	40 hrs/week
Electric Underground Superintendent	41.2596/54.9768	Exempt
Electrical Engineer I	30.3798/43.3486	Exempt
Electrical Engineer II	34.8211/50.1998	Exempt
Emergency Management Deputy Director	28.9309/42.5398	Exempt
Emergency Management Director	41.1754/60.9343	Exempt
Engineer I – Public Works	34.6000/48.2600	Exempt
Engineer I – WWTP	34.6000/48.2600	Exempt
Engineering Technician - WWTP	22.7343/31.8463	40 hrs/week
Equipment Operator - Solid Waste	20.1229/28.0023	40 hrs/week
Finance Director	46.7955/70.9710	Exempt
Finance Operations Supervisor	25.1200/35.2000	Exempt

ORDINANCE NO. 9756 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Fire Chief	46.7670/69.8151	Exempt
Fire EMS Division Chief	39.6795/56.2614	Exempt
Fire Operations Division Chief	39.6795/56.2614	Exempt
Fire Prevention Division Chief	39.6795/56.2614	Exempt
Fleet Services Shop Foreman	26.0843/38.8784	40 hrs/week
GIS Coordinator - PW	29.8365/44.5116	Exempt
Golf Course Superintendent	26.3811/38.1699	Exempt
Grounds Management Crew Chief – Cemetery	22.0203/32.3915	40 hrs/week
Grounds Management Crew Chief – Parks	23.6475/33.8464	40 hrs/week
Human Resources Director	41.5100/62.1000	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	25.1073/37.3863	40 hrs/week
Human Resources Recruiter	25.1073/37.3863	40 hrs/week
Human Resources Specialist	25.1073/37.3863	40 hrs/week
Information Technology Manager	39.8171/60.2115	Exempt
Legal Secretary	21.9574/30.7236	40 hrs/week
Librarian I	24.7613/33.1573	Exempt
Librarian II	27.9810/36.9788	Exempt
Library Assistant I	16.0535/23.2007	40 hrs/week
Library Assistant II	19.8390/28.0855	40 hrs/week
Library Director	44.9256/68.3671	Exempt
Library Page	11.4129/15.7445	40 hrs/week
Library Secretary	17.6121/24.4772	40 hrs/week
Maintenance Worker – Golf	17.0125/26.3171	40 hrs/week
<u>Meter Reader – Part Time</u>	<u>20.8602/27.9301</u>	<u>40 hrs/week</u>
Meter Reader Supervisor	24.8044/32.1658	Exempt
MPO Program Manager	28.5770/42.0450	Exempt
Office Manager – Police Department	21.0390/30.5340	40 hrs/week
Parks and Recreation Director	44.9156/67.9979	Exempt
Parks Superintendent	33.4069/49.3428	Exempt
Payroll Specialist	21.8505/31.8161	40 hrs/week
Planner I	25.0900/36.0300	40 hrs/week
Planning Director	42.4161/63.6235	Exempt
Police Captain	38.9895/56.3971	Exempt
Police Chief	47.6514/71.6401	Exempt
Power Plant Maintenance Supervisor	37.4591/51.1981	Exempt

ORDINANCE NO. 9756 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Power Plant Operations Supervisor	39.1313/54.6741	Exempt
Power Plant Superintendent – Burdick	45.5090/63.4500	Exempt
Power Plant Superintendent – PGS	51.0104/72.9678	Exempt
Public Works Director	48.0175/71.8620	Exempt
Public Works Engineer	34.6028/50.6015	Exempt
Receptionist	17.1392/26.3534	40 hrs/week
Recreation Coordinator	24.6495/35.1719	Exempt
Recreation Superintendent	33.4353/50.2938	Exempt
Regulatory and Environmental Manager	41.1493/57.4829	Exempt
Senior Civil Engineer	37.6163/55.7655	Exempt
Senior Electrical Engineer	40.4714/57.1761	Exempt
Senior Public Safety Dispatcher	21.2775/28.3220	40 hrs/week
Senior Utility Secretary	19.6160/26.9908	40 hrs/week
Shooting Range Superintendent	29.7586/44.9183	Exempt
Solid Waste Division Clerk - Full Time	20.4252/25.7922	40 hrs/week
Solid Waste Division Clerk - Part Time	18.3827/23.2130	40 hrs/week
Solid Waste Foreman	24.2594/33.8702	40 hrs/week
Solid Waste Superintendent	34.5540/51.0973	Exempt
Street Superintendent	32.6403/48.2648	Exempt
Street Foreman	25.3949/37.3590	40 hrs/week
Transit Program Manager	28.5300/41.6300	Exempt
Turf Management Specialist	23.7096/33.6482	40 hrs/week
Utilities Director	75.7041/102.4728	Exempt
Utility Production Engineer	39.4781/57.9095	Exempt
Utility Warehouse Supervisor	28.2792/39.3908	40 hrs/week
Victim Assistance Unit Coordinator	17.3274/24.9070	40 hrs/week
Victim/Witness Advocate	15.8857/22.8289	40 hrs/week
Wastewater Plant Chief Operator	25.5094/36.6879	40 hrs/week
Wastewater Plant Engineer	35.5893/53.8583	Exempt
Wastewater Plant Operations Engineer	34.7543/52.0493	Exempt
Wastewater Plant Maintenance Supervisor	26.8071/38.4864	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	33.9519/41.0848	Exempt
Water Superintendent	33.4413/49.0888	Exempt
Water Supervisor	26.7174/41.0040	40 hrs/week
Worker / Seasonal	9.0000/20.0000	Exempt

ORDINANCE NO. 9756 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Worker / Seasonal	9.0000/20.0000	40 hrs/week
Worker / Temporary	9.0000/20.0000	40 hrs/week
Worker / Parks & Recreation Part time	9.0000/20.0000	40 hrs/week

Aquatics staff who refer new lifeguards will receive a stipend for the referral, upon meeting the following criteria:

- The referral cannot have worked as a City of Grand Island lifeguard in the past.
- The referral must pass a background check, complete and pass a free lifeguard class, and work for at least 80 hours.
- Aquatics staff shall be paid for their referral as follows:
  - 1 referral – \$50.00
  - 2 referrals - \$75.00
  - 3 or more referrals - \$100.00

SECTION 2. The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	20.8650/30.9087	40 hrs/week
Fleet Services Mechanic	23.3145/34.5422	40 hrs/week
Horticulturist	23.8961/35.4669	40 hrs/week
Maintenance Worker – Cemetery	19.7275/29.2485	40 hrs/week
Maintenance Worker – Parks	19.4596/28.8679	40 hrs/week
Maintenance Worker – Streets	19.4506/28.8342	40 hrs/week
Senior Equipment Operator – Streets	22.3929/33.2126	40 hrs/week

ORDINANCE NO. 9756 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Senior Maintenance Worker – Streets	22.2384/32.9835	40 hrs/week
Traffic Signal Technician	22.0846/32.7555	40 hrs/week

SECTION 3. The currently occupied classifications of employees of the City of Grand Island included under the IBEW Utilities labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW Utilities labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Administrative Assistant-Utilities	21.9201/31.1427	40 hrs/week
Custodian	17.3168/21.4065	40 hrs/week
Electric Distribution Crew Chief	38.9666/50.8883	40 hrs/week
Electric Underground Crew Chief	38.9666/50.8883	40 hrs/week
Engineering Technician I	25.6354/33.5904	40 hrs/week
Engineering Technician II	32.4212/42.0591	40 hrs/week
Instrument Technician	34.3553/45.2280	40 hrs/week
Lineworker Apprentice	26.6079/36.6610	40 hrs/week
Lineworker First Class	33.0441/41.8296	40 hrs/week
Materials Handler	31.0007/38.0597	40 hrs/week
Meter Reader	20.8602/27.9301	40 hrs/week
Meter Technician	31.3285/36.6107	40 hrs/week
Power Dispatcher I	33.7325/40.5910	40 hrs/week
Power Dispatcher II	40.1796/48.0800	40 hrs/week
Power Plant Maintenance Mechanic	31.9732/42.0591	40 hrs/week
Power Plant Operator	34.5848/41.9279	40 hrs/week
Senior Engineering Technician	33.2735/43.6982	40 hrs/week
Senior Materials Handler	33.4702/43.5889	40 hrs/week
Senior Meter Reader	22.0869/28.7680	40 hrs/week
Senior Power Dispatcher	46.4846/54.8986	40 hrs/week

ORDINANCE NO. 9756 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Senior Power Plant Operator	40.6167/48.5947	40 hrs/week
Senior Substation Technician	39.6994/44.7362	40 hrs/week
Senior Water Maintenance Worker	25.8211/35.9365	40 hrs/week
Substation Technician	39.5895/41.3051	40 hrs/week
Systems Technician	38.9776/45.0094	40 hrs/week
Tree Trim Crew Chief	30.7493/41.4471	40 hrs/week
Utility Electrician	31.9513/42.3869	40 hrs/week
Utility Groundman	20.0188/28.0000	40 hrs/week
Utility Secretary	21.0568/29.3725	40 hrs/week
Utility Technician	34.2461/42.5617	40 hrs/week
Utility Warehouse Clerk	23.8324/30.1483	40 hrs/week
Water Maintenance Worker	24.6738/32.5960	40 hrs/week
Wireworker I	23.8324/36.0600	40 hrs/week
Wireworker II	33.0441/41.8296	40 hrs/week

SECTION 4. The currently occupied classifications of employees of the City of Grand Island included under the FOP labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the FOP labor agreement shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	
Police Officer	22.6435/35.9531	
Police Sergeant	31.3672/42.6610	
Police Lieutenant	34.6000/48.6219	

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs

ORDINANCE NO. 9756 (Cont.)

concurrent with the City’s current payroll cycle. For purposes of calculating eligibility for overtime, “hours worked” shall include actual hours worked, vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant.

SECTION 5. The currently occupied classifications of employees of the City of Grand Island included under the IAFF labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IAFF labor agreement shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Fire Captain	22.1366/28.4820	212 hrs/28 days
Firefighter / EMT	16.6877/23.2313	212 hrs/28 days
Firefighter / Paramedic	18.0399/25.3581	212 hrs/28 days
Life Safety Inspector	25.4583/33.1935	40 hrs/week
Battalion Chief	28.4540/32.7824	212 hrs/28 days

IAFF employees, with the exception of the Life Safety Inspector, will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period, unless recall or mandatory overtime is required as specified in the IAFF labor agreement. When an employee is assigned as an Apparatus Operator (not including ambulance or service vehicles) the employee will receive an additional fifty cents (\$.50) per hour.

ORDINANCE NO. 9756 (Cont.)

SECTION 6. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW Wastewater Treatment Plant labor agreement, and the ranges of compensation salary and wages, excluding shift differential as provided by contract, to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW Wastewater Treatment Plant labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	18.5411/26.9638	40 hrs/week
Biosolids Technician	21.4846/32.0754	40 hrs/week
Equipment Operator – WWTP	19.8813/27.9091	40 hrs/week
Lead Maintenance Mechanic	22.6243/32.3034	40 hrs/week
Lead Maintenance Worker	21.3132/29.9900	40 hrs/week
Lead Wastewater Plant Operator	23.7147/33.9967	40 hrs/week
Maintenance Mechanic I	19.3955/28.2451	40 hrs/week
Maintenance Worker – WWTP	19.7011/28.4653	40 hrs/week
Stormwater Program Manager	23.3249/33.9725	40 hrs/week
Wastewater Plant Laboratory Technician	21.5806/30.1151	40 hrs/week
Wastewater Plant Operator I	19.4564/27.3467	40 hrs/week
Wastewater Plant Operator II	21.9202/30.9318	40 hrs/week

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW Service/Clerical/Finance labor agreement, and the ranges of compensation salary and wages to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW Service/Clerical/Finance labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	17.7758/25.0186	40 hrs/week
Accounting Technician – Streets	20.6086/27.1846	40 hrs/week

ORDINANCE NO. 9756 (Cont.)

Accounts Payable Clerk	19.2750/27.4436	40 hrs/week
Administrative Assistant-Bldg, Fire, Parks, Planning	20.0426/28.7466	40 hrs/week
Administrative Assistant – Public Works	20.7989/30.0162	40 hr/week
Audio Video Technician	22.6223/30.8696	40 hrs/week
Building Inspector	23.1441/34.0970	40 hrs/week
Cashier	17.7704/24.3535	40 hrs/week
Community Service Officer	16.8469/23.5356	40 hrs/week
Computer Operator	23.8896/32.3226	40 hrs/week
Computer Technician	24.8770/34.7203	40 hrs/week
Crime Analyst	23.6446/31.4740	40 hrs/week
Electrical Inspector	23.2534/34.0460	40 hrs/week
Emergency Management Coordinator	20.7916/30.0162	40 hrs/week
Engineering Technician – Public Works	23.0241/32.4715	40 hrs/week
Evidence Technician	18.9149/27.5594	40 hrs/week
GIS Coordinator	29.6004/43.6354	40 hrs/week
Maintenance Worker I – Building, Library, Police	16.8177/23.4604	40 hrs/week
Maintenance Worker II – Building, Library, Police	19.0859/25.7470	40 hrs/week
Payroll Clerk	19.6062/27.0001	40 hrs/week
Plans Examiner	23.4249/34.5678	40 hrs/week
Plumbing/Mechanical Inspector	23.2607/33.8202	40 hrs/week
Police Records Clerk	17.2105/24.4452	40 hrs/week
Public Safety Dispatcher	19.9030/27.0934	40 hrs/week
Senior Accounting Clerk	19.8226/27.4663	40 hrs/week
Shooting Range Operator	25.2024/33.9923	40 hrs/week
Wastewater Secretary	19.4007/27.3830	40 hrs/week

The hourly rates for Community Service Officers training new Community Service Officers shall increase three percent (3%) during the training period.

SECTION 8. A shift differential of twenty-five cents (\$0.25) per hour shall be added to the base hourly wage for persons in the non-union employee classification of Senior Public Safety Dispatcher who work any hours or portion thereof between 3:00 p.m. and 11:00 p.m. Employees who work any hours or portion thereof from 11:00 p.m. to 7:00 a.m. will receive a

ORDINANCE NO. 9756 (Cont.)

shift differential of thirty-five cents (\$0.35) per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

A shift differential of twenty-five cents (\$0.25) per hour shall be added to the base hourly wage for persons covered by the IBEW Service/Clerical/Finance labor agreement in the employee classification Public Safety Dispatcher who work a complete shift between 3:00 p.m. and 11:00 p.m. A shift differential of thirty-five cents (\$0.35) per hour shall be added to the base hourly wage for persons covered by the IBEW Service/Clerical/Finance labor agreement in the employee classification of Public Safety Dispatcher who work a complete shift between 11:00 p.m. to 7:00 a.m. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay. A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons who work rotating shifts covered by the IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator. All employees covered under the FOP labor agreement and are regularly assigned to a shift whose majority of hours occur between 1800 hours and 0600 hours, shall be paid an additional forty-five cents (\$0.45) per hour. Full time employees covered in the AFSCME labor agreement normally assigned to a work schedule commencing between 4 a.m. and 11 a.m., who are temporarily assigned to a work schedule commencing before 4 a.m. or after 11 a.m., shall receive a shift differential of twenty-five cents (\$0.25) per hour added to the base hourly rate for the hours worked during such temporary assignment. Full time employees covered in the IBEW Wastewater Treatment Plant labor agreement who are regularly scheduled to work swing shift will receive an additional twenty-five

ORDINANCE NO. 9756 (Cont.)

cents (\$0.25) per hour; employees who are regularly schedule to work graveyard shift will receive an additional thirty-five cents (\$0.35) per hour for wages attributable to those shifts. Employees working twelve (12) or ten (10) hour shifts will receive an additional twenty-five cents (\$0.25) per hour for wages attributable to the evening shift.

The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above.

Each employee covered by the IAFF labor agreement after their first year, except Life Safety Inspector, will be credited Five Hundred Twenty-five dollars (\$525.00) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive Four Hundred dollars (\$400.00) credit for the purchase of initial uniforms. After probation they shall receive an additional Five Hundred dollars (\$500.00) for the purchase of a Class A uniform or other items as necessary. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary at the rate of Three Hundred Twenty-five dollars (\$325.00) semi-annually. If any such employee covered by the FOP labor agreement shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month. New employees covered by the IBEW Utilities labor agreement who are required to wear full fire retardant (FR) clothing will be eligible for a one-time reimbursement up to One Thousand Two Hundred dollars (\$1,200.00) to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to Seven Hundred (\$700.00) in Years 1 and 2; in Year 3 eligible up to One Thousand dollars (\$1,000.00). The non-union

ORDINANCE NO. 9756 (Cont.)

position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of Seven Hundred dollars (\$700.00) in Years 1 and 2; in Year 3 eligible up to One Thousand dollars (\$1,000.00) to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of Three Hundred Fifty dollars (\$350.00). Employees will be reimbursed for said purchases with a receipt showing proof of purchase. Employees in the non-union Community Service Officer Part Time position shall be paid a prorated uniform allowance based on hours worked, not to exceed Twenty-five dollars (\$25.00) per pay period. Full-time Community Services Officers shall be paid a uniform allowance at the rate of Twenty-five dollars (\$25.00) per pay period.

Fire Chief and Fire Division Chiefs shall be paid a clothing allowance of Four Hundred Eighty-four dollars and eight cents (\$484.08) per year, divided into twenty-four (24) pay periods. Police Chief and Police Captains shall be paid a clothing allowance of Six hundred Fifty dollars (\$650.00) per year, divided into twenty-six (26) pay periods.

Non-union employees and employees covered by the AFSCME labor agreement, FOP labor agreement, IAFF labor agreement, IBEW Service/Clerical/Finance and Wastewater Treatment Plant labor agreements may receive an annual stipend not to exceed One Thousand Five Hundred dollars (\$1,500.00) for bilingual pay.

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of Ten Dollars (\$10.00) if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW - Utilities labor agreement and the IBEW-Wastewater

ORDINANCE NO. 9756 (Cont.)

Treatment Plant labor agreement shall be allowed a meal allowance for actual cost, or up to Twelve dollars (\$12.00) per meal, if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit. Non-exempt direct supervisors of employees who are covered by labor agreements which allow stand-by pay shall be entitled to the same stand-by pay benefit.

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to Eighteen dollars (\$18.00) per month. When protective clothing is required for personnel covered by the IBEW Utilities, the non-union position of Meter Reader – Part Time, and IBEW Wastewater Treatment Plant labor agreements and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay sixty percent (60%) of the actual cost of providing and cleaning said clothing and the employees forty percent (40%) of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of Twelve Dollars (\$12) biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of Thirty dollars (\$30.00) biweekly.

SECTION 9. Employees shall be compensated for unused medical leave as follows:

ORDINANCE NO. 9756 (Cont.)

1. (A) All employees covered in the IBEW Utilities labor agreement shall have a contribution to a VEBA made on their behalf for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed five hundred eighty-six and eighteen hundredths (586.18) hours [calculated at 53% x 1,106 hours], the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, with the exception of Life Safety Inspector, shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed six hundred five and thirty-four hundredths hours (605.34) [calculated at 38% x 1,593 hours]. The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two (542) hours [calculated at 50% x 1,084 = 542]. The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical/Finance labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five percent (35%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement, not to exceed four-hundred sixty-eight and sixty-five-hundredths (468.65) hours [calculated at 35% x 1,339 hours]. Employees covered by the IBEW Wastewater labor agreement shall have a contribution to a VEBA made

ORDINANCE NO. 9756 (Cont.)

on their behalf in lieu of payment for thirty-six percent (36%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement not to exceed four-hundred eighty-two and four-hundredths hours (482.04) [calculated at 36% x 1,339 hours]. Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred eighty-six and eighteen-hundredths (586.18) hours [calculated at 53% x 1,106 hours]. The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the AFSCME labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five percent (35%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred sixty-eight and sixty-five hundredths hours (468.65) [calculated at 35% x 1,339 hours]. Employees covered under the FOP labor agreement shall be paid twenty percent (20%) for their accumulated medical leave at separation of employment after twenty (20) years of service; forty percent (40%) for their accumulated medical leave at separation of employment after twenty-five (25) years of service; fifty percent (50%) of accumulated medical leave for a death not occurring in the line of duty and one hundred percent (100%) of accumulated medical leave for a death occurring in the line of duty. The rate of compensation is based on the employee's salary at the time of separation.

ORDINANCE NO. 9756 (Cont.)

The payout for medical leave shall be made to a VEBA made on their behalf in lieu of payment.

(B) The City Administrator and department heads shall have a contribution made to their VEBA for one-half (1/2) of their accumulated medical leave, not to exceed thirty (30) days of pay, upon their resignation, the rate of compensation to be based upon the salary at the time of termination. Compensation for unused medical leave at retirement shall be as provided for non-union employees.

(C) The death of an employee shall be treated the same as retirement, and payment shall be made to the employee's beneficiary or estate for one-half (1/2) of all unused medical leave for non-union employees and as defined in labor agreements for all other employees.

SECTION 10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of Thirty dollars (\$30.00) per pay period. Employees represented by the IBEW Utilities labor agreement, IBEW Service/Clerical/Finance labor agreement, IBEW Wastewater Treatment Plant labor agreement and the FOP labor agreement, shall have a contribution made on their behalf to their VEBA account in the amount of Twenty Dollars (\$20.00) per pay period. Employees represented by the IAFF labor agreement shall have a contribution made on their behalf to the VEBA account of Ten Dollars (\$10.00) per pay period.

SECTION 11. An employee, who is represented by the following labor agreements, shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay

ORDINANCE NO. 9756 (Cont.)

day. The following rate schedule shall apply for those employees who are represented by the FOP labor agreement:

Five (5) years (beginning 6 <sup>th</sup> year	\$ 350.00
Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 645.50
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 870.00
Twenty (20) years (beginning 21 <sup>st</sup> year)	\$1,096.00
Twenty-five (25) years (beginning 26 <sup>th</sup> year)	\$1,270.00

Those employees who are represented by the AFSCME labor agreement shall annually receive longevity pay as follows:

Five (5) years (beginning 6 <sup>th</sup> year)	\$ 226.00
Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 443.00
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 624.00
Twenty (20) years (beginning 21 <sup>st</sup> year)	\$ 796.00
Twenty-five (25) years (beginning 26 <sup>th</sup> year)	\$ 994.00

Those employees who are represented by the IBEW-Wastewater Treatment Plant and IBEW Service/Clerical/Finance labor agreements shall annually receive longevity pay as follows:

Five (5) years (beginning 6 <sup>th</sup> year)	\$ 226.00
Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 443.00
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 624.00
Twenty (20) years (beginning 21 <sup>st</sup> year)	\$ 796.00
Twenty-five (25) years (beginning 26 <sup>th</sup> year)	\$ 994.00
Forty (40) years (beginning 41 <sup>st</sup> year)	\$1,174.00

Those employees who are represented by the IAFF labor agreement shall annually receive longevity pay, beginning with the first full pay period in October 2019, as follows:

Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 645.50
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 830.50

ORDINANCE NO. 9756 (Cont.)

Twenty (20) years (beginning 21<sup>st</sup> year) \$1,032.50

Twenty-five (25) years (beginning 26<sup>th</sup> year) \$1,247.50

SECTION 12. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 13. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law effective January 15, 2020.

SECTION 14. Those portions of Ordinance No. 9750 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: January 14, 2020.

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Roger G. Steele, Mayor

Attest

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item F-3

### **#9757 - Consideration of Approving Benefits for Sidewalk District No. 1- 2019; 13th Street**

*This item relates to the aforementioned Board of Equalization item D-1.*

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

ORDINANCE NO. 9757

An ordinance assessing and levying a special tax to pay the cost of Sidewalk District No. 1- 2019; 13<sup>th</sup> Street of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of Sidewalk District No. 1- 2019; 13<sup>th</sup> Street, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

<b>Parcel No.</b>	<b>Owner</b>	<b>Legal Description</b>	<b>Assessment by Frontage</b>
400200394	The Meadows Apartment Homes, LLC	Lot 3, Hanover Third Subdivision	\$ 14,115.29
400437430	Hall County School District 2	Block 2, Lot 1 Neumann Second Subdivision	\$ 17,747.66
			\$ 31,862.95

SECTION 2. The special tax shall become delinquent as follows: One-seventh of the total amount shall become delinquent in twenty-five (25) days; one-seventh in one year; one-seventh in two years; one-seventh in three years; one-seventh in four years; one-seventh in five years; one-seventh in six years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within twenty-five (25) days from the date of this levy without interest, and the lien of special tax

Approved as to Form	by _____
January 10, 2020	City Attorney

ORDINANCE NO. 9757 (Cont.)

thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate specified by Nebraska Revised Statutes Section 45-104.01, as such rate may from time to time be adjusted by the Legislature, shall be paid thereon until such installment is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 5. Any provision of the Grand Island City Code and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: January 14, 2020

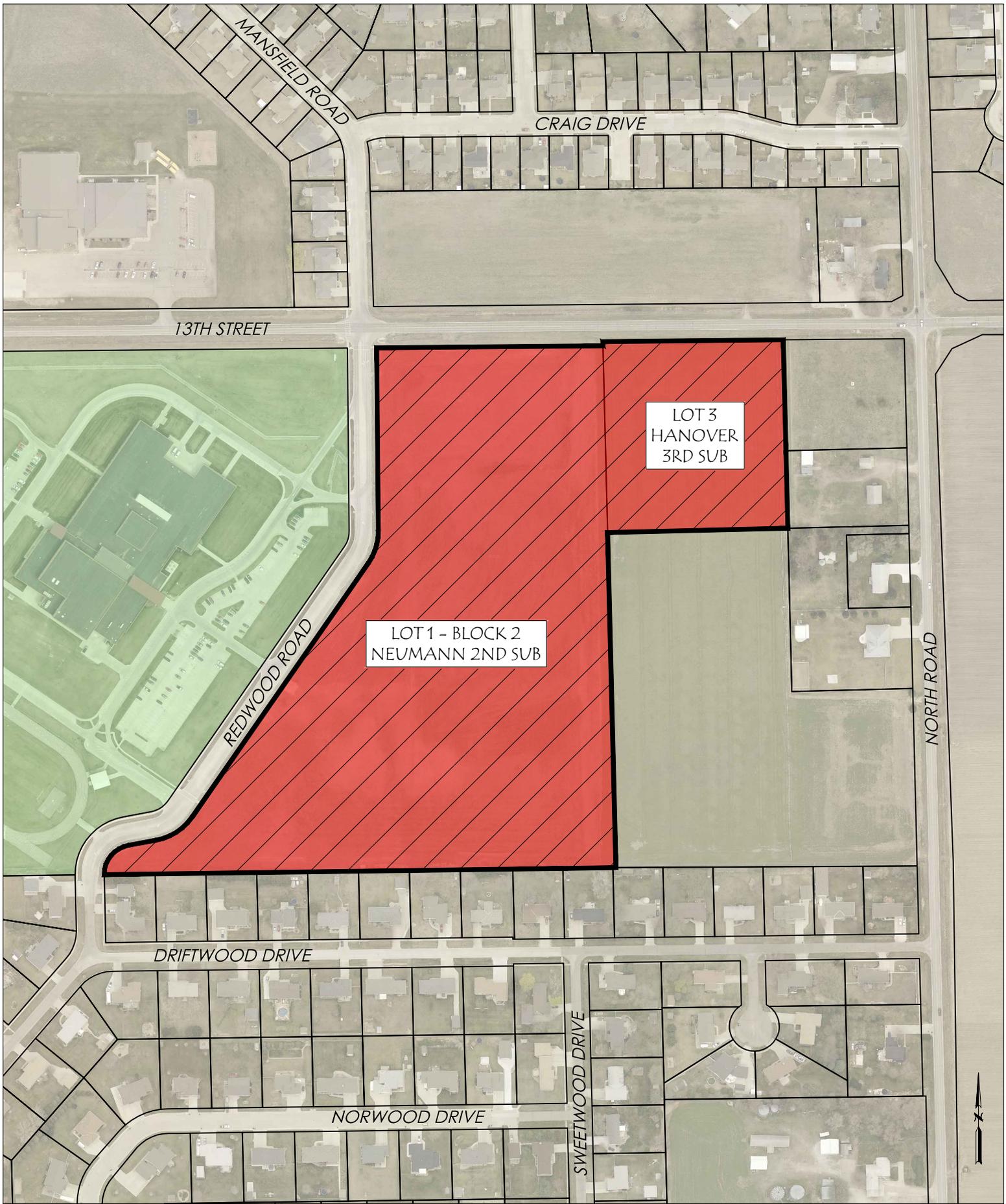
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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk



SIDEWALK DISTRICT BOUNDARY



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item F-4

**#9758 - Consideration of Amending Chapter 20 of the Grand Island City Code Relative to Tobacco**

Staff Contact: Stacy Nonhof, Interim City Attorney

# **Council Agenda Memo**

**From:** Stacy R. Nonhof, Interim City Attorney

**Meeting:** January 14, 2020

**Subject:** Amending Chapter 20 of City Code to amend the age of Minor in Possession of Tobacco

**Presenter(s):** Stacy R. Nonhof, Interim City Attorney

## **Background**

President Trump recently changed the age from 18 to 21 to legally possess and purchase tobacco and tobacco products.

## **Discussion**

This ordinance amends Chapter 20 of City Code, Minor in Possession of Tobacco to increase the age of legally possessing tobacco products, vapor products or alternative nicotine products in the City of Grand Island from 19 to 21. This ordinance make the City compliant with Federal Law on the age for legally possessing these products.

## **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 Ordinance amending Chapter 20 of City Code.

## **Sample Motion**

Move to approve the Ordinance.

ORDINANCE NO. 9758

An ordinance to amend Chapter 20 of Grand Island City Code; to amend Section 20-20; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 20-20 of the Grand Island City Code is hereby amended to read as follows:

**§20-20. Tobacco; Possession By Minors**

(A) It shall be unlawful for any person under the age of twenty-one (21) years to possess any tobacco products, vapor products or alternative nicotine products.

(B) It shall not be unlawful for any person under the age of twenty-one (21) years to:

(1) Possess tobacco products, vapor products or alternative nicotine products under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home.

(2) Sell or handle any unopened container of tobacco products, vapor products or alternative nicotine products in the course of his or her employment by a tobacco licensee; or

(3) Possess or purchase tobacco products, vapor products or alternative nicotine products for the purpose of testing or enforcing compliance with statutes, laws or ordinances governing the sale of tobacco products, vapor products or alternative nicotine products as long as law enforcement is conducting the compliance check.

(C) Any person violating the provisions of this section shall be fined according to the provisions of the Grand Island City Code.

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

Approved as to Form	□ _____
January 10, 2020	□ City Attorney

ORDINANCE NO. 9758(Cont.)

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: January 14, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item G-1

### Approving Minutes of December 17, 2019 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

December 17, 2019

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 December 17, 2019. Notice of the meeting was given in *The Grand Island Independent* on December 11, 2019.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Justin Scott, Jeremy Jones, Mark Stelk, Jason Conley, Julie Hehnke, Mitch Nickerson, and Chuck Haase. Councilmembers Clay Schutz and Vaughn Minton were absent. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, Interim City Attorney Stacy Nonhof, and Public Works Director John Collins.

The PLEDGE OF ALLEGIANCE was said.

Mayor Steele introduced Community Youth Council member Amy Ruiz.

SPECIAL ITEMS:

Election of City Council President: City Clerk RaNae Edwards reported that the City Council was required to elect one Councilmember to the office of Council President. The term is for a one-year period. The Council President automatically assumes the duties of the Mayor in the event that the Mayor is absent or otherwise unable to fulfill his/her duties. Nebraska law allows the election of the Council President to be by secret ballot. The total number of votes for each candidate; however, must be stated and recorded in the Minutes. Past practice has included a run-off election between the top two nominees, if necessary. The City Clerk will prepare, distribute, and count ballots. Nominations to fill the vacancy are in order. A second is not required on nominations.

Councilmember Stelk nominated Councilmember Paulick. Councilmember Jones nominated Councilmember Haase. Councilmember Haase asked that he not be considered. There were no further nominations.

City Clerk RaNae Edwards called for the ballot. It was reported that Councilmember Paulick received 7 votes. City Clerk RaNae Edwards declared Councilmember Paulick the new Council President for 2020.

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

#2019-BE-7 - Consideration of Determining Re-establishment of Tap Fees for Subdivided Lots in Bosselville Fifth Subdivision- Sanitary Sewer District No. 530T. Public Works Director John

Collins reported that a tract of land owned by Bosselman, Inc. had been subdivided into five (5) lots. It was recommended the connection fee be split between the current five (5) lots and the parcel west of Lot 1, based on the redistribution of land. Staff recommended approval.

Motion by Haase, second by Hehnke to approve Resolution #2019-BE-7. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Paulick, second by Conley to return to Regular Session. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on the Annual Report by Grand Island Area Economic Development Corp./Citizens Advisory Review Committee on the EDC Program Plan. Mike Schuster, Chairman of the Citizen Advisory Review Committee (CARC) stated the CARC had met and recommended approval of the EDC Annual Report. Dave Taylor, President of the Grand Island Area Economic Development Corporation (GIAEDC) gave the annual report. Staff recommended approval. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 3309 Husker Highway - GI Hospital Real Estate, LLC. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 3309 Husker Highway was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. GI Hospital Real Estate, LLC had requested a back-up electrical service for the new Grand Island Regional Hospital located at 3533 Prairieview Street. A new three-phase underground pad-mount switch would be installed along the east side of Ring Road (private drive) to accommodate the new back-up electrical service. The proposed easement tract would allow the Utilities Department to install, access, operate and maintain the electrical infrastructure at this location. Staff recommended approval. No public testimony was heard.

CONSENT AGENDA: Consent Agenda item G-26 (Resolution #2019-348) was pulled for further discussion. Motion by Haase, second by Nickerson to approve the Consent Agenda excluding item G-26. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of November 26, 2019 City Council Regular Meeting.

Approving Minutes of December 10, 2019 City Council Study Session.

Approving Councilmembers Appointments to Boards and Commissions.

Approving Re-Appointments to the Electrical Board.

Approving Re-Appointments to the Mechanical Examining Board.

Approving Appointments to the Plumbers Examining Board.

#2019-357 - Approving Acquisition of Utility Easement - 3309 Husker Highway - GI Hospital Real Estate, LLC.

#2019-358 - Approving Bid Award - Burdick Generating Station Cooling Water Piping Changes with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$199,331.09.

#2019-359 - Approving Change Order #1 for Water Main Project 2018-W-10 - Custer Avenue from State Street to Capital Avenue with Van Kirk Brothers Contracting of Sutton, Nebraska for a Deduction of \$9,971.35 and a revised Contract Amount of \$385,4401.00.

#2019-360 - Approving State Bid Award for One (1) 2020 Ford F250 XLT Crew Cab 4x4 for the Solid Waste Division of the Public Works Department from Anderson Auto Group of Lincoln, Nebraska in an Amount of \$35,784.00.

#2019-361 - Approving Award of Landfill Grade Software for the Solid Waste Division of the Public Works Department with RDO Integrated Controls of Bloomington, Minnesota in an Amount of \$54,569.00.

#2019-362 - Approving Bid Award of One (1) 2020 Solid Waste Transfer Trailer for the Solid Waste Division of the Public Works Department from Wilkens Industries of Morris, Minnesota in an Amount of \$61,124.00.

#2019-363 - Approving Purchase of a New John Deere Motor Grader for the Streets Division of the Public Works Department from Murphy Tractor & Equipment Co. of Grand Island, Nebraska in an Amount of \$262,000.00.

#2019-364 - Approving Maintenance Agreement No. 12 Renewal with the Nebraska Department of Transportation for Calendar Year 2020.

#2019-365 - Approving Certificate of Final Completion for Furnishing Components for "EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism; Project No. 2019-WWTP-1 with Ovivo USA, LLC of Salt Lake City, Utah.

#2019-366 - Approving Certificate of Final Completion for Final Clarifier No. 3 Rehabilitation; Project No. 2019-WWTP-2 with Fab Tech Wastewater Solutions, LLC of Fallon, Missouri.

#2019- 367- Approving Certificate of Final Completion for Diffuser Replacement; Project No. 2019-WWTP-3 with Environmental Dynamics International, Inc. of Columbia, Missouri.

#2019-368 - Approving Certificate of Final Completion for the 2019 Asphalt Resurfacing Project No. 2019-AC-1 with Gary Smith Construction Co., Inc. of Grand Island, Nebraska.

#2019-369 - Approving Certificate of Final Completion for Capital Avenue Widening- Webb Road to Broadwell Avenue; Project No. URB-5436(5) with Paulsen, Inc. of Cozad, Nebraska.

#2019-370 - Approving Certificate of Final Completion for Sidewalk District No. 1- 2019; 13th Street with Carlos Guerrero Construction of Grand Island, Nebraska.

#2019-371 - Approving 2018-2019 Consolidated Annual Performance & Evaluation Report for Community Development Block Grant Funding.

#2019-372 - Approving CDBG Public Service Grant Award to the Salvation Army.

#2019-373 - Approving Change Order #5 for the GI Veteran's Athletic Field Construction Phase 2 with Nemaha Landscape Construction, Inc. of Lincoln, Nebraska for a Decrease of \$3,772.00 and a Revised Contract Amount of \$5,778,181.10.

#2019-374 - Approving Purchase of One (1) Tractor for the Parks Division of the Parks and Recreation Department from Titan Machinery of Grand Island, Nebraska in an Amount of \$63,636.52.

#2019-375 - Approving Purchase of Two (2) New 72" Mowers, Two (2) New Field Drag Units and One (1) New Utility Vehicle for the Parks Division of the Parks and Recreation Department from Midwest Turf and Irrigation of Omaha, Nebraska in an Amount of \$116,775.00.

#2019-348 - Approving Wastewater Cost of Service Based Rates and Amending Fee Schedule Adopted July 9, 2019. Public Works Director John Collins answered questions regarding the airport and employee expenses that had been transferred from the General Fund to the Wastewater Enterprise fund. Finance Director Patrick Brown explained the transfer was due to budget shortages in the General Fund. Mr. Collins stated this rate fee increase would take place over five years.

Motion by Paulick, second by Jones to approve Resolution #2019-348. Upon roll call vote, Councilmembers Haase, Nickerson, Hehnke, Conley, Stelk, Jones, and Paulick voted aye. Councilmember Scott voted no. Motion adopted.

RESOLUTIONS:

#2019-376 - Consideration of Approving Re-established Tap Fees for Subdivided Lots in Bosselville Fifth Subdivision- Sanitary Sewer District No. 530T. This item was related to the aforementioned Public Hearing. Staff recommended approval.

Motion by Haase, second by Paulick to approve Resolution #2019-376. Upon roll call vote, all voted aye. Motion adopted.

#2019-377 - Consideration of Approving the Annual Report by the Grand Island Area Economic Development Corp/Citizens Advisory Review Committee on the EDC Program Plan. This item was related to the aforementioned Public Hearing. Staff recommended approval. It was requested that the jobs be included in the Annual Report by year. Mr. Taylor explained the process of bringing businesses to Grand Island.

Motion by Hehnke, second by Stelk to approve Resolution #2019-377. Upon roll call vote, all voted aye. Motion adopted.

#2019-378 - Consideration of Approving Funding for the Grand Island Area Economic Development Program Plan. Economic Development President Dave Taylor presented the application for funding \$350,000 to the Grand Island Area Economic Development Corporation. Staff recommended approval.

Motion by Nickerson, second by Stelk to approve Resolution #2019-378. Upon roll call vote, all voted aye. Motion adopted.

#2019-379 - Consideration of Approving Memorandum of Agreement for the Transfer of the Veterans Home Cemetery to the City of Grand Island. City Administrator Jerry Janulewicz reported that in March of 2016, the City Council approved a Memorandum of Agreement (“MOA”) with the Nebraska Department of Administrative Services (“DAS”) that provided for a transfer of lands and buildings comprising the Nebraska State Veterans Home at Grand Island. The MOA provided that the agricultural land, referred to as the Phase I lands, would initially be conveyed to the City and the remaining property, consisting of the cemetery and the buildings and immediate campus lands, would be offered to the City as Phase II and transferred upon mutually agreeable terms. Through further investigation and due diligence, City Administration determined that acceptance of the Veterans Home buildings and campus lands would not be in the City’s best interests due to the financial burden that would be imposed upon the City, its residents, and taxpayers.

The Veterans Home Cemetery consists of approximately 10 acres together with related small buildings and facilities. The expense of maintaining the Cemetery, either through additional city staff and equipment or by private contractor, could be paid using rental income received from leasing the remaining agricultural lands transferred to the City in Phase I. Staff recommended approval.

Don Smith, 304 Pleasant Drive and Jay Vavricek, 2729 Brentwood Blvd. asked the Council to delay this decision until more information could be gathered concerning a State Veterans Cemetery. Don Shuda, 8206 North 110 Road, Dannebrog, Nebraska stated a State Veterans Cemetery had to meet national standards and would be funded by the State/Federal Government not the City of Grand Island. This would take several years to accomplish. He state in the southwest corner of the City Cemetery there was a veterans section but nobody knew about it.

City Administrator Jerry Janulewicz commented on the bill being drafted by Senator Quick regarding the Veterans Cemetery being a State Veterans Cemetery. Mr. Shuda stated in order for a State Veterans Cemetery the state would need another 20 acres. Mr. Janulewicz commented on the time line. Parks & Recreation Director Todd McCoy stated there were about 80 spaces left in the current cemetery.

Motion by Paulick, second by Hehnke to approve Resolution #2019-379. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Haase, second by Hehnke to approve the payment of claims for the period of November 27, 2019 through December 17, 2019 for a total amount of \$5,246,088.83. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:32 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item G-2

### Approving Minutes of December 30, 2019 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

December 30, 2019

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 December 30, 2019. Notice of the meeting was given in *The Grand Island Independent* on December 28, 2019.

Mayor Roger G. Steele called the meeting to order at 5:30 p.m. The following City Council members were present: Justin Scott, Mark Stelk, Vaughn Minton, Clay Schutz, Mitch Nickerson, and Chuck Haase. Councilmembers Mike Paulick, Jason Conley, Jeremy Jones and Julie Hehnke were absent. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, and Public Works Director John Collins.

The PLEDGE OF ALLEGIANCE was said.

PAYMENT OF CLAIMS:

Motion by Minton, second by Stelk to approve the payment of claims for the period of December 18, 2019 through December 30, 2019 for a total amount of \$3,712,570.00. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 5:33 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item G-3

**#2020-1 - Approving Acquisition of Utility Easement - 3563  
Prairieview Street - Prairie Commons MOB, LLC**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2020-1

WHEREAS, a public utility easement is required by the City of Grand Island from Prairie Commons MOB, LLC, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including power lines and;

WHEREAS, a public hearing was held on January 14, 2020, for the purpose of discussing the proposed acquisition of a twenty (20.0) foot utility easement located through a part of Lot Two (2) Prairie Commons Subdivision, in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

A permanent utility easement consisting of part of Lot Two (2), Prairie Commons Second Subdivision, located in the northeast quarter of Section 36, Township 11 North, Range 10 West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Commencing at a northerly corner of said Lot 2, said point also being on the southwesterly Right-Of-Way (R.O.W.) line of Ring Road; thence on an assumed bearing of S20°34'14"E along the southwesterly line of said Ring Road R. O.W., said line also being the northeast line of said Lot 2, a distance of 8.50 feet to the point of beginning; thence S20°34'14"E along the northeast line of said Lot 2, a distance of 20.00 feet; thence S369°25'46"W parallel to and 28.50 feet southeast of the northwest line of said Lot 2, a distance of 243.64 feet; thence N20°34'14"W parallel to and 243.64 feet southwest of the northeast line of said Lot 2, a distance of 20.00 feet; thence N69°25'46"E parallel to and 8.50 feet southeast of the northwest line of said Lot 2, a distance of 243.64 feet to the point of beginning. Said permanent utility easement contains 4,872.86 square feet, more or less.

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 Prairie Commons MOB, LLC, on the above-described tract of land.

---

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 10, 2020	☐ City Attorney

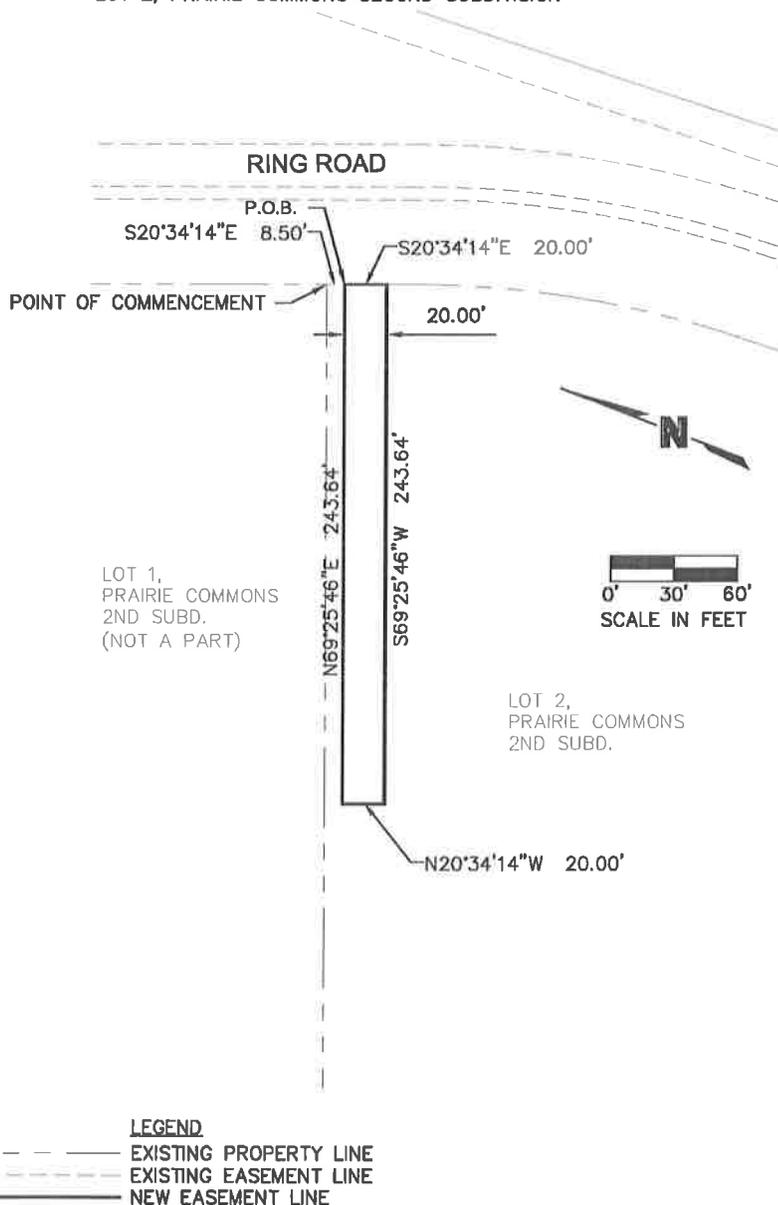
**Exhibit "A"**

**EASEMENT DESCRIPTION**

A PERMANENT UTILITY EASEMENT CONSISTING OF PART OF LOT 2 OF PRAIRIE COMMONS SECOND SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NORTHERLY CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY (R.O.W.) LINE OF RING ROAD; THENCE ON AN ASSUMED BEARING OF S20°34'14"E ALONG THE SOUTHWESTERLY LINE OF SAID RING ROAD ROW, SAID LINE ALSO BEING THE NORTHEAST LINE OF SAID LOT 2, A DISTANCE OF 8.50 FEET TO THE POINT OF BEGINNING; THENCE S20°34'14"E ALONG THE NORTHEAST LINE OF SAID LOT 2, A DISTANCE OF 20.00 FEET; THENCE S69°25'46"W PARALLEL TO AND 28.50 FEET SOUTHEAST OF THE NORTHWEST LINE OF SAID LOT 2, A DISTANCE OF 243.64 FEET; THENCE N20°34'14"W PARALLEL TO AND 243.64 FEET SOUTHWEST OF THE NORTHEAST LINE OF SAID LOT 2, A DISTANCE OF 20.00 FEET; THENCE N69°25'46"E PARALLEL TO AND 8.50 SOUTHEAST OF THE NORTHWEST LINE OF SAID LOT 2, A DISTANCE OF 243.64 TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 4,872.86 SQUARE FEET MORE OR LESS.

**PERMANENT UTILITY EASEMENT**  
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
LOT 2, PRAIRIE COMMONS SECOND SUBDIVISION



4851-8832-1454, v. 1



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item G-4

**#2020-2 - Approving Acquisition of Utility Easement - 1415 S.  
Webb Road - IIC Properties, LLC**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2020-2

WHEREAS, a public utility easement is required by the City of Grand Island from IIC Properties, LLC, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including power lines and;

WHEREAS, a public hearing was held on January 14, 2020, for the purpose of discussing the proposed acquisition of a ten (10.0) foot utility easement located through a part of the West one hundred fifty-nine (159.0) feet of the North Half (N ½) of Lot Twenty (20), Bachman and Lester Subdivision, in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

Commencing at the Northwest corner of the Lot Twenty (20.0), Bachman and Lester Subdivision, in the City of Grand Island, Hall County, Nebraska; thence southerly along the westerly line of said Lot Twenty (20), a distance of thirty-two (32.0) feet to the ACTUAL Point of Beginning; thence northeasterly, a distance of forty-six and fifty-two hundredths (46.52) feet to a point of termination on the northerly line of said Lot Twenty (20), said point being thirty-four (34.0) easterly of the Northwest corner of said Lot Twenty (20). The above described tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

The above-described easement and right-of-way containing a total of 465 square feet, more or less as shown on the plat dated 12/4/2019, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from IIC Properties, LLC, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 10, 2020	☐ City Attorney

STOLTENBERG

LOT 1

SUBDIVISION

224.0'

SECTION LINE

176.3'

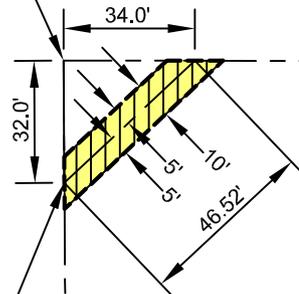
176.3'

BACHMAN STREET

40'

NW CORNER- LOT 20,  
BACHMAN & LESTER SUB.

WEBB ROAD



NORTH LINE- LOT 20,  
BACHMAN & LESTER SUB.

BACHMAN & LESTER

POINT OF  
BEGINNING

LOT 20

WEST LINE- LOT 20,  
BACHMAN & LESTER SUB.

163.8'

72.0'

164.4'

231.0'

LOT 25

SUBDIVISION



LEGEND

INDICATES 10' WIDE  
UTILITY EASEMENT



CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

EXHIBIT "A"

DATE: 12/4/2019 | FILE: BACHMAN



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item G-5

### #2020-3 - Approving Purchase of Distribution Transformers

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

**From:** Timothy Luchsinger, Utilities Director  
Stacy Nonhof, Interim City Attorney

**Meeting:** January 14, 2020

**Subject:** Distribution Transformers

**Presenter(s):** Timothy Luchsinger, Utilities Director

## Background

On average, Grand Island Utilities uses around 275 distribution transformers per year. These transformer purchases can be broken down into three categories: Three-Phase Pad-mount, Single-Phase Pad-mount, and Single-Phase Pole-mount. With procurement lead times of up to 12 weeks, it is beneficial to have a pre-approved bid sheet available for ordering. The proposed agreements provide for the purchase of the various transformers by unit pricing through the end of the calendar year.

## Discussion

The Utilities Department evaluated three independent categories of transformers: Three-Phase Pad-mount, Single-Phase Pad-mount and Single-Phase Pole-mount. The request for proposals was advertised on November 12, 2019. Proposals were received by 4:00 p.m. on December 10, 2019, with the following seven vendors submitting proposals:

ERMCO, Inc. (Cahoon Sales)  
Central Moloney, Inc.  
Border States Supply Company (Kriz Davis)  
Dutton-Lainson Company  
Graybar Electric Company, Inc.  
Wesco Distribution, Inc.  
WEG Transformers

Using evaluation criteria, which included unit pricing, estimated quantities, and transformer performance, the proposals were reviewed by the Utilities Department's division managers. A tabulation of the evaluations' factors indicated the lowest evaluated price using estimated quantities and bid prices for the following selections:

Company	Category	Number	Price
ERMCO, Inc. (Cahoon Sales)	Three-Phase Pad-mount	22	\$646,315
ERMCO, Inc. (Cahoon Sales)	Single-Phase Pad-mount	43	\$165,053
Border States Supply Company (Kriz-Davis)	Single-Phase Pole-mount	130	\$268,734

The project specifications provide that the City may award all categories to a single vendor or award contracts to three separate vendors, whichever method provides the best value to the City. Actual costs will be based on the number of units purchased during the year.

### **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 Distribution Transformers to the low responsive vendors in the following categories:

ERMCO, Inc. (Cahoon Sales)	Three Phase Pad-mount Transformers
ERMCO, Inc. (Cahoon Sales)	Single Phase Pad-mount Transformers
Border States Supply Company (Kriz-Davis)	Single-Phase Pole-mount Transformers

### **Sample Motion**

Move to approve the purchase of Distribution Transformers to the low responsive vendors in the following categories:

ERMCO, Inc. (Cahoon Sales)	Three Phase Pad-mount Transformers
ERMCO, Inc. (Cahoon Sales)	Single Phase Pad-mount Transformers
Border States Supply Company (Kriz-Davis)	Single-Phase Pole-mount Transformers



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSALS  
FOR  
DISTRIBUTION TRANSFORMERS**

**RFP DUE DATE:** December 10, 2019 at 4:00 p.m.  
**DEPARTMENT:** Utilities  
**PUBLICATION DATE:** November 12, 2019  
**NO. POTENTIAL BIDDERS:** 7

**PROPOSALS RECEIVED**

**Central Moloney, Inc.**  
Pine Bluff, AR

**WEG Transformers**  
Washington, MO

**Kriz-Davis**  
Grand Island, NE

**WESCO Distribution, Inc.**  
Des Moines, IA

**Cahoon Sales**  
Iowa City, IA

**Dutton-Lainson Company**  
Hastings, NE

**Graybar Electric Company, Inc.**

cc: Tim Luchsinger, Utilities Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin. Assist.  
Patrick Brown, Finance Director  
Ryan Schmitz, Utilities Assist. Director

**P2164**



**CAHOON SALES, INC.**

[www.cahoonsales.com](http://www.cahoonsales.com)

P.O. Box 2626 • Iowa City, Iowa 52244 • Phone 319/351-4989 • Fax 319/351-8520

12/09/19

ERMCO Bid for Grand Island Distribution Transformer 2020 RFP

Please see attached quotes and associated documents for the Distribution Transformer RFP due 12/10/19 from ERMCO.

Attached is ERMCO sheet on history for verification of 10 year history manufacturing transformers.

Attached is ERMCO quotation 558679-00 for single phase pads and poles.

Attached is ERMCO quotation 558707-00 for three phase pads.

Attached are the fill in sheets.

Attached is ERMCO Warranty and Terms and Conditions.

ERMCO does meet the insurance requirements in bid. Please see attached Certificate of Liability Insurance.

If there are any additional questions or additional information required, please let us know.

Thank You

ERMCO c/o Cahoon Sales, inc.

Doug Cahoon



Serving the Electric Power Industry  
Since 1978



# ERMCO

## Overview

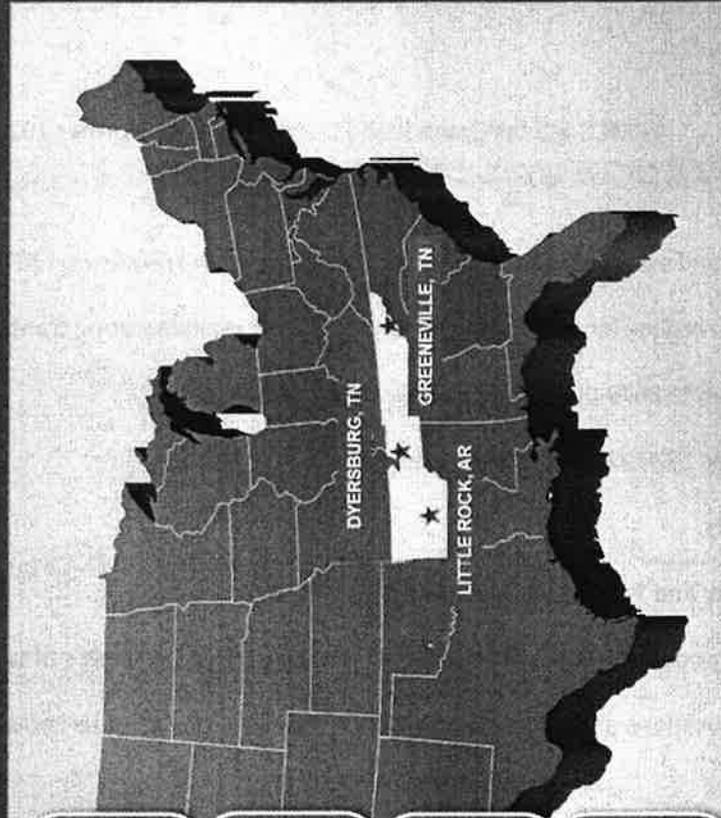
### ERMCO

(Electric Research & Manufacturing Co.) is headquartered in Dyersburg, Tennessee

A wholly owned subsidiary of Arkansas Electric Cooperatives Inc. (AECI), of Little Rock, Arkansas

Incorporated in 1964, transformer production began in January 1972 in a new 32,000 square foot facility.

Since that start up, ERMCO has expanded into 465,000 square feet in two buildings in Dyersburg.



DELIVERY • DEPENDABILITY • QUALITY • SERVICE

CUSTOMER COPY

QUOTE # 558679-00  
QUOTED DATE 11/19/19

BILL TO:  
GRAND ISLAND UTILITIES DEPT.  
P.O. BOX 1968  
1116 W. N. FRONT STREET  
CITY UTILITIES LINE DEPT  
GRAND ISLAND NE68802

SHIP TO:  
GRAND ISLAND UTILITIES DEPT.  
CITY UTIL UNDERGROUND DEPT  
1116 W. N. FRONT STREET  
GRAND ISLAND NE68801

DESCRIPTION PRODUCT NUMBER QTY UNIT PRICE EXT PRICE

TRANSFORMER LOSS DATA IS BASED ON ANSI C57.12.00:

LOSS GRT: MAX VOLT% : 100

NL TEMP BASIS: 85 LL TEMP BASIS: 85

LL PAD MOUNTS QUOTED PER SECTION 3 SINGLE PHASE  
PAD-MOUNTED TRANSFORMER REQUIREMENTS AND SECTION  
.2 SINGLE PHASE MAXI-PAK TYPE 1 BUSHINGS ARRANGE-  
MENT.

3200GRDY/7620 95KV BIL ONE BUSHING, LOOP FEED, TAPS  
AS 2 @ 2.5% ABOVE AND BELOW NOMINAL, 240/120 SECON-  
ARY VOLTAGE, BUSHING WELLS WITH ELASTIMOLD INSERTS  
SECONDARY STUD BUSHINGS ONLY, BAY-O-NET FUSING WITH  
PARTIAL RANGE CURRENT LIMITING FUSE, LIQUID LEVEL  
GAUGE, BURNDY# EQC632C1 GROUND LUGS, 304 STAINLESS  
STEEL CONSTRUCTION, MINERAL OIL FILLED, GRAY PAINT,  
IEEE/ANSI FIGURE 1B TANK STYLE,  
SECTION 3.1.1 AND OTHERS: STANDARDS WILL BE PER  
IEEE/ANSI C57.12.38-2014 IN LIEU OF  
C57.12.25.

\*\*\*\*\*

QUOTED ALL POLEMOUNTS PER SECTION 4 SINGLE PHASE  
PAD-MOUNTED TRANSFORMERS.

3200GRDY/7620 95KV BIL ONE BUSHING & 7620/13200Y  
5KV BIL TWO BUSHING CONVENTIONAL, TAPS AS 2 @ 2.5%  
ABOVE AND BELOW NOMINAL, 120/240, 277/480 & 120/208  
SECONDARY VOLTAGES, MILD STEEL CONSTRUCTION, BURNDY  
EQC-632C GROUND LUG, STAINLESS STEEL NAMEPLATE,  
90KV INSULATED COVER, MINERAL OIL FILLED,  
SECTION 4.1 COOLING: ERMCO WILL PROVIDE ONLY  
"ONAN" TRANSFORMERS.

SECTION TABLE 2 MAX WEIGHTS: ERMCO WILL TAKE  
EXCEPTION TO WEIGHTS ON ALL ITEMS.

SECTION TABLE 2 MAX HEIGHT: ERMCO WILL TAKE  
EXCEPTION TO HEIGHT ON ALL ITEMS BUT  
ITEM# 22.

SECTION TABLE 2 MAX WIDTHS: ERMCO WILL TAKE  
EXCEPTION TO WIDTH ON ITEMS 16, 19.22  
AND 26.

SECTION 4.2.2 & 4.3.2 HANGERS: EXCEPTION TO "A"  
HANGER BRACKETS ON 75KVA AND ABOVE

FORMULA OF NL=8.41 LL=2.69 AND TO MEET DOE 2016

GENERAL INFORMATION: SECTION 1.9 PENALTIES: ERMCO  
IMPEDANCE WILL BE PER IEEE C57.12.00-  
2015 SECTION 9.2 LINE A AND NOT JUST  
+/- 7.5%

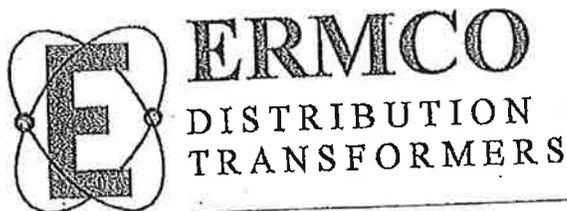
\*\*\*\*\*

	(A)	(B)	(C)	(D)	(E)	(F)
3 Phase Padmount Transformer Type	KVA	Average No. Used Per Year (4 Year Average)	Price (each)	Guaranteed No-Load Losses (watts)	Guaranteed Full-Load Losses (watts)	Total Price = B*(C + (\$8.41*D) + (\$2.69*E))
13.2/480/277	45	0.25	\$8,826.00	126.00	447.00	\$2,772.02
13.2/208/120	45	0.25	\$8,854.00	129.00	443.00	\$2,782.64
13.2/480/277	75	0.75	\$9,214.00	198.00	615.00	\$9,400.15
13.2/208/120	75	1.00	\$9,206.00	189.00	690.00	\$12,651.59
13.2/480/277	112.5	0.25	\$9,426.00	278.00	960.00	\$3,586.60
13.2/208/120	112.5	0.25	\$9,435.00	246.00	1181.00	\$3,670.19
13.2/480/277	150	0.75	\$10,710.00	319.00	1020.00	\$12,102.44
13.2/208/120	150	5.25	\$10,608.00	337.00	1138.00	\$86,642.80
13.2/480/277	225	0.75	\$11,430.00	437.00	1577.00	\$14,510.48
13.2/208/120	225	2.00	\$11,601.00	433.00	1731.00	\$39,797.84
13.2/480/277	300	0.75	\$12,490.00	539.00	1889.00	\$16,578.30
13.2/208/120	300	1.00	\$12,106.00	563.00	2370.00	\$23,216.13
13.2/480/277	500	1.50	\$15,623.00	817.00	3127.00	\$46,358.40
13.2/208/120	500	1.00	\$16,654.00	751.00	3987.00	\$33,694.94
13.2/480/277	750	1.25	\$20,896.00	989.00	4461.00	\$51,516.98
13.2/208/120	750	1.00	\$21,327.00	917.00	5843.00	\$44,756.64
13.2/480/277	1000	1.75	\$24,152.00	1235.00	5789.00	\$87,693.83
13.2/208/120	1000	0.50	\$25,368.00	1227.00	7776.00	\$28,302.26
13.2/480/277	1500	0.50	\$30,265.00	1769.00	8990.00	\$34,662.70
13.2/208/120	1500	0.25	\$40,239.00	1431.00	12116.00	\$21,216.44
13.2/480/277	2000	0.25	\$33,494.00	2107.00	11012.00	\$20,209.04
13.2/480/277	2500	0.50	\$42,815.00	2870.00	12429.00	\$50,192.86
					<b>Total (Sum Column F)</b>	<b>\$546,315.23</b>

Single Phase Padmount Transformer Type	(A) KVA	(B) Average No. Used Per Year (4 Year Average)	(C) Price (each)	(D) Guaranteed No-Load Losses (watts)	(E) Guaranteed Full-Load Losses (watts)	(F) Total Price = B*(C + (\$8.41 *D) + (\$2.69 *E))
13.2/7620/240/120 (Maxi-Pak)	10	1.25	\$1,777.00	36.00	106.00	\$2,956.13
13.2/7620/240/120 (Maxi-Pak)	15	0.25	\$1,824.00	46.00	169.00	\$666.37
13.2/7620/240/120 (Maxi-Pak)	25	14.75	\$2,000.00	70.00	235.00	\$47,507.54
13.2/7620/240/120 (Maxi-Pak)	37.5	18.00	\$2,242.00	88.00	339.00	\$70,091.82
13.2/7620/240/120 (Maxi-Pak)	50	5.50	\$2,543.00	107.00	414.00	\$25,060.92
13.2/7620/240/120 (Maxi-Pak)	75	0.75	\$3,031.00	149.00	546.00	\$4,314.62
13.2/7620/240/120 (Maxi-Pak)	100	1.75	\$3,299.00	171.00	770.00	\$11,914.72
13.2/7620/240/120 (Maxi-Pak)	167	0.25	\$4,308.00	296.00	1252.00	\$2,541.31
					<b>Total (Sum Column F)</b>	<b>\$165,053.42</b>

<b>3 Phase Padmount Transformer Type</b>	<b>KVA</b>	<b>Guaranteed Lead Time (weeks)</b>	<b>Average Lead Time (weeks)</b>	<b>XFMR Weight (lb)</b>	<b>Footprint Dimensions (inches)</b>
13.2/480/277	45	14	12	3437	74.5x49.5
13.2/208/120	45	14	12	3456	74.5x49.5
13.2/480/277	75	14	12	3616	74.5x49.5
13.2/208/120	75	14	12	3618	74.5x49.5
13.2/480/277	112.5	14	12	3698	74.5x49.5
13.2/208/120	112.5	14	12	3694	74.5x49.5
13.2/480/277	150	14	12	4116	74.5x49.5
13.2/208/120	150	14	12	4070	74.5x49.5
13.2/480/277	225	14	12	4553	74.5x49.5
13.2/208/120	225	14	12	4599	74.5x49.5
13.2/480/277	300	14	12	5148	74.5x51.5
13.2/208/120	300	14	12	4798	74.5x49.5
13.2/480/277	500	14	12	6738	74.5x59.5
13.2/208/120	500	14	12	7346	74.5x59.5
13.2/480/277	750	14	12	9432	74.5x63.5
13.2/208/120	750	14	12	9332	74.5x61.5
13.2/480/277	1000	14	12	10638	74.5x63.5
13.2/208/120	1000	14	12	10468	74.5x61.5
13.2/480/277	1500	14	12	12570	74.5x65.5
13.2/208/120	1500	14	12	14499	74.5x63.5
13.2/480/277	2000	14	12	13496	74.5x65.5
13.2/480/277	2500	14	12	15806	77.5x69.5

Single Phase Padmount Transformer Type	KVA	Guaranteed Lead Time (weeks)	Average Lead Time (weeks)	XFMR Weight (lb)	Footprint Dimensions (inches)
13.2/7620/240/120 (Maxi-Pak)	10	14	12	709	36x30
13.2/7620/240/120 (Maxi-Pak)	15	14	12	726	36x30
13.2/7620/240/120 (Maxi-Pak)	25	14	12	841	36x31.7
13.2/7620/240/120 (Maxi-Pak)	37.5	14	12	970	36x33.2
13.2/7620/240/120 (Maxi-Pak)	50	14	12	1138	36x36.2
13.2/7620/240/120 (Maxi-Pak)	75	14	12	1426	36x38.2
13.2/7620/240/120 (Maxi-Pak)	100	14	12	1477	36x38.2
13.2/7620/240/120 (Maxi-Pak)	167	14	12	1737	36x38.2

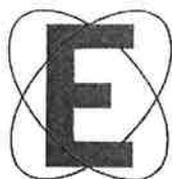


## WARRANTY

Warranty for ERMCO pole mounted and pad mounted transformers

1. Conventional transformers are warranted for a period of two years from date of delivery to the customer. C.S.P. transformers are warranted for a period of three years from date of delivery to customer.
2. ERMCO warrants that the transformer and its component parts will be of the kind and quality described in the order or contract, and will be free of defects in workmanship or materials.
3. If the purchaser notifies ERMCO of any failure to conform to this warranty within the warranty period, ERMCO will pick up the defective transformer and transport it to Dyersburg, Tennessee. ERMCO will correct the non-conformity by replacing or repairing the defective part, or parts, and deliver the transformer back to the purchaser.
4. This warranty does not apply if the unit is installed without the protection normally accepted in the industry, nor in the cases of mishandling, misapplication, vandalism, alterations, or prior repairs by other than ERMCO personnel.
5. There are no warranties expressed or implied beyond what is expressed herein, and no one has the authority to change this warranty. There is no liability for consequential damage, or for any amount other than the purchase price.

P. O. Box 1228, Dyersburg, Tennessee 38025-1228  
2225 Industrial Blvd., Dyersburg, Tennessee 38024  
Telephone: 731-285-9121  
Fax: 731-287-4104



**ERMCO**  
DISTRIBUTION  
TRANSFORMERS

ERMCO Selling Terms  
Form 100 Revision #4  
March 11, 2015

## ERMCO Terms and Conditions of Sale

### **Quote for Sale of Product or Service**

A quotation for the sale of ERMCO products or services is valid for 30 days from the quote date. No quote is binding upon ERMCO. Any purchase order resulting from a quote is subject to acceptance by ERMCO, at its home office, which will be accomplished by ERMCO issuing the prospective purchaser a written order acknowledgment from a duly authorized representative of ERMCO. Said order acknowledgment will be transmitted in writing to Purchaser and may be transmitted via email, facsimile, overnight carrier or U.S. Mail, at the election of ERMCO.

### **Payment Terms**

At the time of product shipment as described herein, an invoice will be issued and transmitted to the purchaser. Invoice payment terms are net 30 days from the date of invoice due and payable in cash or equivalent at the offices of ERMCO at 2225 Industrial Road, Dyersburg, Tennessee, 38024. Purchaser shall be liable for and pay a late charge as specified on the invoice if payment is not made within the stated terms, plus costs of collection and reasonable attorney's fees in connection with the enforcement of the terms and conditions of sale.

### **Transportation Terms**

All transformers and/or other products or components are sold F.O.B. point of shipment, freight prepaid to the first destination served by common carrier in the continental United States with the risk of loss passing to the purchaser upon delivery to the carrier.

### **Lead Time**

Quoted shipping dates are approximate and based on available production capacity, component and material availability, the Force Majeure terms set forth herein and is further contingent upon the order containing complete and accurate information. The proposed shipping date will be contained in the order acknowledgment issued to the purchaser after receipt and acceptance of the order.

### **Drawing Approval and Changes**

If approval drawings or other specifications are required, purchaser acknowledges that same are strictly the proprietary property of ERMCO and agrees not to disclose the content thereof and to return the drawings and/or specifications to ERMCO within 10 days of receipt with approval or instructions for changes. Delay in returning the drawings and/or specifications may result in production delays and increased prices. If purchaser makes changes to the product design after the ERMCO quote has been submitted, purchaser will be responsible for and pay any price and lead time adjustments that result from the change.

---

2225 Industrial Blvd., Dyersburg, Tennessee 38024  
Telephone: 731-285-9121  
Fax: 731-287-4104

### **Force Majeure**

Neither ERMCO, its owners, subsidiaries, officers, directors, shareholders, employees nor insurers thereof, shall be liable for failure to perform or for delay in performance due to any cause beyond its reasonable control, including but not limited to fire, flood, strike or other labor difficulty, acts of God, acts of terrorism, acts of governmental authority or of the Purchaser, riot, embargo, fuel or energy shortage, faulty castings or forgings, wrecks or delay in transportation, accidents, and/or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources. In the event of delay in performance due to any such cause, the date of delivery or time for completion and shipment will be extended by a period of time reasonably necessary to overcome the effect of such delay.

### **Limitation of Liability**

ERMCO, its owners, subsidiaries, officers, directors, shareholders, employees, insurers, contractors and suppliers of any tier, **SHALL NOT BE LIABLE** in contract, tort (including but not limited to negligence of any type or strict liability) or otherwise for charges or loss of other property or equipment, loss of profits or revenue, loss of use of materials or equipment of power system(s), costs of capital, cost of replacement power, materials, or temporary equipment (including but not limited to additional expenses incurred in using existing facilities), claims, demands, charges, causes of action of customers of Purchaser, or for any **SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES** whatsoever.

The remedies of the Purchaser set forth herein are exclusive and the total cumulative liability of ERMCO and its related parties set forth above with respect to this contract, or anything done in connection therewith, including but not limited to performance or breach thereof, or from the manufacture, sale, delivery, resale, or use of any product covered by or furnished under the contract, whether in contract, tort (including but not limited to negligence of any type or strict liability) or otherwise, shall not exceed the price of the product or part on which such liability is based.

### **Warranty**

Conventional pole mounted transformers and all pad mounted transformers are warranted as provided herein for a period of two years from date of delivery to the purchaser. C.S.P. pole mounted transformers are warranted for a period of three years from date of delivery to the purchaser.

ERMCO warrants that the transformer and its component parts will be of the kind and quality described in the order or contract, and will be free of defects in workmanship or materials.

If the purchaser notifies ERMCO in writing of any failure to conform to this warranty within the warranty period, ERMCO will transport the defective transformer to a repair location, correct the non-conformity by replacing or repairing (in its elective discretion) the defective part or parts, and deliver the transformer back to the purchaser utilizing the transportation terms set forth herein. The costs for removal of defective transformer and re-installation of repaired or replaced transformer shall be at Purchaser's expense.

In order to be covered by this warranty, the transformer must be properly installed according to accepted industry practices. Transformers must be protected by properly installed and coordinated voltage surge protection, current overload devices, and other current protective devices as appropriate. This warranty does not apply if the transformer is installed without the methods and protection normally accepted in the industry, nor in the cases of mishandling, misapplication, vandalism, alterations, prior repairs by other than ERMCO authorized personnel or stored or installed in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00.

## **LIMITATION OF WARRANTY AND REMEDY**

**THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND NO ONE HAS THE AUTHORITY TO MODIFY THE TERMS OF THIS WARRANTY. There is no liability for damage or loss of other property, equipment, claims, demands, causes of action of the customer or of the Purchaser, or CONSEQUENTIAL DAMAGE. The remedies of the purchaser shall not exceed the price of the product or part on which such liability is claimed.**

## **Returning Products**

Authorization and shipping instructions for the return of any product must be obtained from ERMCO before returning the product. The product must be returned with the identification markings and packaged as instructed by ERMCO.

## **Contract Variations**

Where Purchaser's specifications are not sufficiently detailed, ERMCO, at its elective discretion reserves the right to design the product in accordance with ERMCO's judgment and practice. If at any time the Purchaser makes changes to the design as requested in his specifications, the contract shall be subject to renegotiation of the price terms and delivery to reasonably compensate for any additional costs and commitments occasioned by the change, and further, ERMCO shall not be liable or responsible for defective design changes provided or requested by Purchaser.

## **Cancelling Orders**

Any order may be cancelled by the Purchaser by notifying ERMCO in writing. If ERMCO incurs costs or charges associated with the cancelled order, including but not limited to specifically manufactured product or product specifically identified to the contract, then the purchaser shall be liable for payment of said costs and same shall be due and payable pursuant to the Payment Terms set forth above.

## **Held Orders**

The purchaser has the right to hold or delay an order by notifying ERMCO. An order held or delayed beyond a reasonable amount of time will be considered and treated as a cancelled order. If product is placed in storage as a result of the request for delay, the Purchaser shall be responsible for any costs or charges associated with the storage and same shall be due and payable pursuant to the Payment Terms set forth above.

## **Miscellaneous**

The rights and remedies of the parties to this contract, and any disagreement or litigation resulting therefrom, shall be governed by and construed under the laws of the State of Tennessee and the parties further agree that the venue of any proceedings shall be in Dyer County, Tennessee.

These terms of sale are the entire agreement between the parties and no prior or contemporaneous oral statements or subsequent modifications can change or alter this agreement unless in writing and signed by an authorized representative of ERMCO.

Purchaser acknowledges receipt and understanding of the Terms of Sale and acceptance of the product or placing of an Order constitutes acceptance of the terms hereof by Purchaser.



ELECRES-01

KGREENLEE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

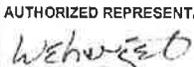
<b>PRODUCER</b> License # 100101891 Hub International Mid-America 6100 S. Yale Avenue, Suite 1900 Tulsa, OK 74136	<b>CONTACT NAME:</b> Kelly Greenlee <b>PHONE (A/C, No, Ext):</b> (501) 404-3354 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> kelly.greenlee@hubinternational.com																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Indemnity Company of Missouri</td> <td>40282</td> </tr> <tr> <td>INSURER C:</td> <td>Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Travelers Indemnity Company of America	25666	INSURER B:	Travelers Indemnity Company of Missouri	40282	INSURER C:	Federal Insurance Company	20281	INSURER D:			INSURER E:			INSURER F:	
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<b>INSURED</b>  Electric Research & Manufacturing Cooperative, Inc. Cooperative, Inc. 2225 Industrial Road Dyersburg, TN 38024																					

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TC2JCL6A9D91069419	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/ AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TJCAP9D91068219	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			78188855	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB4N0120191951D	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Insured's Copy for Internal Use Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**DISTRIBUTION TRANSFORMERS (THREE PHASE PAD-MOUNT & SINGLE-PHASE  
PAD-MOUNT TRANSFORMERS) – CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into by and between **ERMCO, INC.**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for proposals to be published for *DISTRIBUTION TRANSFORMERS* and

WHEREAS, the City, in the manner prescribed by law, has evaluated the proposals submitted, and has determined the aforesaid Contractor to be the responsible proposer, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, portions thereof being attached to and made a part of this contract.

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

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. Noted Exceptions in Cahoon Sales, Inc. Proposal dated December 9, 2019.
3. City of Grand Island Request for Proposals.
4. Cahoon Sales, Inc. Proposal dated December 9, 2019.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) provide and perform all necessary labor; and (c) in a good substantial and workmanlike manner and in accordance

with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's proposal;

**ARTICLE III.** The proposed pricing will commence as soon as possible after Contract execution, **and that the Contract shall run through December 31, 2020.**

**ARTICLE IV.** The Contractor hereby agrees to act as agent for the City. The invoice for contractor's services will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice. The City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

**ARTICLE V.** The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

#### GRATUITIES AND KICKBACKS

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

or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**ERMCO, INC.**

By Travis Baldwin Date 12/31/19  
TRAVIS BALDWIN

Title ERMCO REGIONAL SALES MANAGER

**CITY OF GRAND ISLAND, NEBRASKA**

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
Attorney for the City Date \_\_\_\_\_

# DISTRIBUTION TRANSFORMERS REQUEST FOR PROPOSALS



2400 W 3rd St  
Grand Island NE 68803  
krizdavis.com

308.382.2230 PHONE  
308.382.9189 FAX

BID OPENING DATE/TIME  
DECEMBER 10TH @ 4:00 P.M.  
CITY OF GRAND ISLAND, CITY HALL  
100 E. 1<sup>ST</sup> STREET, P.O. BOX 1968  
GRAND ISLAND, NE 68802

6.3 SINGLE PHASE POLE-MOUNTED TRANSFORMER BID SHEET

(A) Single Phase Polemount Transformer Type	(B) Average No. Used Per year (4 Year Average)	(C) Price (each)	(D) Guaranteed No-Load Losses (watts)	(E) Guaranteed Full-Load Losses (watts)	(F) Total Price = B*(C + (\$8.41*D) + (\$2.69*E))
13.2/22860/277/480	3.00	\$ 721.00	30	109	\$ 3,799.53
13.2/7620/120/240	8.25	\$ 677.00	30	106	\$ 10,019.13
13.2/22860/120/208	0.25	\$ 744.00	31	105	\$ 321.79
13.2/22860/277/480	2.25	\$ 788.00	38	166	\$ 3,496.77
13.2/7620/120/240	23.00	\$ 724.00	37	168	\$ 34,203.07
13.2/22860/120/208	0.25	\$ 794.00	41	161	\$ 392.98
13.2/22860/277/480	13.00	\$ 840.00	58	314	\$ 28,241.72
13.2/7620/120/240	38.00	\$ 834.00	60	274	\$ 78,875.08
13.2/22860/120/208	3.75	\$ 864.00	51	356	\$ 8,439.56
13.2/22860/277/480	0.25	\$ 1,229.00	70	408	\$ 728.81
13.2/7620/120/240	12.00	\$ 1,183.00	75	366	\$ 33,579.48
13.2/22860/120/208	0.25	\$ 1,181.00	74	432	\$ 741.36
13.2/22860/277/480	0.75	\$ 1,422.00	96	510	\$ 2,706.95
13.2/7620/120/240	8.50	\$ 1,346.00	95	505	\$ 29,778.90
13.2/22860/120/208	6.00	\$ 1,370.00	97	545	\$ 21,910.92
13.2/22860/277/480	0.25	\$ 1,584.00	127	671	\$ 1,114.27
13.2/7620/120/240	0.25	\$ 1,580.00	130	685	\$ 1,148.49
13.2/22860/120/208	0.25	\$ 2,000.00	139	674	\$ 1,245.51
13.2/22860/277/480	0.75	\$ 2,731.00	194	679	\$ 4,241.79
13.2/7620/120/240	0.25	\$ 2,856.00	173	779	\$ 1,601.61
13.2/22860/120/208	0.25	\$ 3,229.00	165	889	\$ 1,752.09
Total (Sum Column F)					\$ 268,733.71

*Kody Kramer*  
Kody Kramer

7.3 SINGLE PHASE POLE-MOUNTED TRANSF. INFORMATION SHEET

Single Phase Polemount Transformer Type	KVA	Guaranteed Lead Time (weeks)	Average Lead Time (weeks)	XFMR Weight (lb)	Dimensions H x W (inches)
13.2/22860/277/480	10		8-10	295	22x19x39
13.2/7620/120/240	10		8-10	267	21x18x37
13.2/22860/120/208	10		8-10	305	22x19x40
13.2/22860/277/480	15		8-10	330	22x19x41
13.2/7620/120/240	15		8-10	295	21x18x38
13.2/22860/120/208	15		8-10	331	22x19x41
13.2/22860/277/480	25		8-10	394	24x22x38
13.2/7620/120/240	25		8-10	386	25x22x35
13.2/22860/120/208	25		8-10	397	25x22x38
13.2/22860/277/480	37.5		8-10	500	25x22x39
13.2/7620/120/240	37.5		8-10	496	25x22x36
13.2/22860/120/208	37.5		8-10	492	25x22x39
13.2/22860/277/480	50		8-10	580	26x23x40
13.2/7620/120/240	50		8-10	564	26x23x37
13.2/22860/120/208	50		8-10	597	26x23x41
13.2/22860/277/480	75		8-10	770	28x25x47
13.2/7620/120/240	75		8-10	784	29x25x44
13.2/22860/120/208	75		8-10	866	28x25x47
13.2/22860/277/480	100		13-14	981	29x29x47
13.2/7620/120/240	100		13-14	941	32x31x44
13.2/22860/120/208	100		13-14	990	31x31x47

  
Kody Kramer



Eaton  
Power Systems Division  
Proposal Number BRBN936952  
Revision 02

Date: January 03, 2020  
Proposal Valid Through: February 29, 2020

BORDER STATES ELECTRIC SUPPLY FGO  
605 25TH STREET SOUTH  
FARGO, ND 58103-2357

End User: GRAND ISLAND UTILITIES  
Product(s): 1Ph-Pole, 3Ph-Pad, 1Ph-Pad  
Identifier: City of Grand Island

Eaton is pleased to present our response to your request. The attached proposal is based on our interpretation of any specifications, drawings and/or other information provided to Eaton.

Should you have any questions or require any additional information, please feel free to contact me at 262 524 3374. Eaton appreciates the opportunity to provide a response to your Inquiry and looks forward to receiving your order.

Sincerely,

REBECCA HICKEY

cc: - RON FOSS

Revisions:

Rev 02 - Extended Validity date and Notes (1/3/2020 HEB)

Rev 01 - Updated notes to ensure 277/480 on Nameplate (12/20/2019 HEB)

Phone: 262 524 3374 Fax:

Page 1 of 8

This bid contains protected, proprietary and confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton.

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## Proposal Details

Terms of Sale: FOB Destination - Freight Prepaid and Allowed

Payment Terms: Net 30 days from invoice date

Proposal Valid Through: February 29, 2020

Written notification of award must be received by 1/1/2020 unless extended in writing by Cooper Power Systems. If written notification of award is not received by Cooper Power Systems prior to this date, the pricing and terms of this quotation will be considered expired.

### Base Price

Prices quoted are firm and are valid for orders through 12/31/2020.

### Base Price Adjustment

Contract will be subject to base price adjustments for shipments beyond 12/31/2020, and every 12 months thereafter.

### Contract Duration

Commercial terms and conditions of this contract are valid for products shipped through 12/31/2020.

Orders must be issued to "Cooper Power Systems, LLC" and are subject to Eaton's Terms and Conditions of Sale that are included or have been provided previously to the buyer.

### The following are the purchase order requirements for Eaton's Power Systems Division

All purchase orders must have the following clearly identified to be accepted by Power Systems. If a purchase order is missing any one of the requirements, it will be returned for revision prior to entering the order.

- Legal entity – Cooper Power Systems
- PO number
- Sold to number or address
- Ship to number or address ('will advise' acceptable temporarily)
- Price per line item
- Quantity per line item
- Catalog number, customer material number, or quote number with identified item numbers
- Freight Terms
- Currency if international
- Payment Terms

Listing any of the following additional requirements on your purchase order will assist in the speed and accuracy of processing your order and preventing orders from being placed on hold:

- Valid and current contract or quote number
- Shipping Notes (if required)
  - If shipping collect an account number must be provided
  - If shipping third party a payer address is needed
  - If shipping direct to the end user, provide an address, contact name and contact number
  - If shipping complete, this must be noted
- Please note any special instructions, including special billing and customer witness tests. It is preferred that they are highlighted.
- Lead-times
  - Please note when the customer needs the material

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This bid contains protected, proprietary and confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton.

- If expedited lead-times have been committed please note who you received the lead-time from and what the commitment was

Proposal number and item number should be referenced on purchase order.

Quoted lead-times are based on current factory loading and are subject to change.

Lead-time: Shipment is based on receipt of all required order information at Cooper Power Systems. X and Y (where applicable) are defined in the Item Details for each line item on this proposal.

We now offer complete services for all your power distribution and automation needs. We have the industry's largest Electrical Power Equipment Manufacturer's Service Team, which provides 24 hour service. We provide start-up and commissioning; power system analysis including Arc Flash, Harmonics and other studies; preventive maintenance, testing and field trouble-shooting; multi-year service contracts; power system automation engineering, monitoring and training; aftermarket life extension solutions; as well as turnkey project capabilities. In addition to the services that we can provide for the equipment contained within this proposal, our Service Team is experienced on all manufacturers' electrical power distribution equipment, so please contact us about any electrical system problem. If you need immediate service, you can contact the Representative who provided this proposal.

The prices on this quote are valid per the Proposal Validity listed in the Proposal Details section of this proposal unless extended explicitly by Eaton. Prices quoted are for shipment per lead-time shown on this Eaton proposal. If there is a need to schedule the shipment later than the quoted lead-time, such as the use of the Approval drawing process, the price will be adjusted per the Commodity Price Index (CPI) in effect at the time of shipment. The CPI is available for your review on the Eaton web site: [www.cooperindustries.com/content/public/en/power\\_systems/resources/cpi.html](http://www.cooperindustries.com/content/public/en/power_systems/resources/cpi.html)

In the event Buyer cancels this agreement after award, Buyer may terminate upon payment to Seller of reasonable termination charges, including progress billings and all incurred direct manufacturing costs.

Lead times quoted are based on accurate and complete information from the customer. If additional information or clarifications are required, a delayed response from the customer may affect the ship date(s) of the unit(s). The manufacturer cannot be held accountable for such delays.

Only routine tests as defined per IEEE C57.12.00-2015, Table 17 shall be performed on all transformers. Additional design tests can be provided at additional cost. Short circuit testing shall not be performed.

Dimensions provided are approximate and subject to change.

All 1 phase overhead transformers will be designed and manufactured in accordance with the latest revision of IEEE Standards C57.12.20.

All 1 phase padmount transformers will be designed and manufactured in accordance with the latest revision of IEEE Standards C57.12.38 and C57.12.28.

All 3 phase padmount transformers will be designed and manufactured in accordance with the latest revision of IEEE Standards C57.12.34 and C57.12.28.

Three Phase Pad Mount Spec - Clarifications /Exceptions:

Section 1.9 – Impedance tolerances shall be per IEEE C57.12.00, Section 9.2.

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Section 2.1.3 - Documentation to be provided in single copy format. Replacement part manual shall not be provided

Section 2.1.16 - Tank interior shall be primed not painted.

Section 2.1.17 - As a standard, the main tank cover shall be bolted without a hand hole for ratings 1000kVA and below. The standard for ratings 1500kVA and above shall be a welded main tank cover with one hand-hole (15.5" x 24").

Section 2.1.18 – Exception is taken to providing the Burndy connector in the specification. Eaton's standard ground connector shall be provided.

The 4 lines of stenciling shall be in accordance with section 2.1.18 of Grand Island's spec and shall include kVA, Secondary Voltage, and Fuse information.

Exception is taken to the warranty requested in the customer specs. Eaton's standard warranty shall apply.

Eaton's standard limited warranty covers any defect which shall appear under proper and normal use of its equipment within one (1) year after date of shipment or within one (1) year after installation of the equipment, but not exceeding eighteen (18) months from date of shipment.

For three phase pad mounted transformers, please reference installation and maintenance instructions document MN202001EN for preventative maintenance instructions to maintain the warranty period.

As a standard, the main tank cover shall be bolted without a handhole for ratings below 1500kVA. The standard for ratings 1500kVA and above shall be a welded main tank cover with one hand-hole (15.5" x 24").

Eaton has standardized on the most commonly requested low voltage spade terminals. Please refer to each line item's bill of material for quoted offering.

Transformers 500 kVA and below will have two piece low voltage bushings with studs and screw on spades. Transformers above 500 kVA will have one-piece bushings.

Mineral oil shall be Type II inhibited.

Coatings and surface preparation system shall be Eaton's standard, which is in compliance with IEEE C57.12.28 performance requirements. First coating of metal parts shall be a high-build electro-coat formulation, applied with an electrostatic dip process, over a zinc phosphate pretreatment. Inside cabinet surfaces and tank front shall be light gray. The second coating, a urethane overcoat applied for exterior ultraviolet protection shall be applied to the external tank and cabinet surfaces. Total dry film paint thickness shall be an average of 3 mils.

Eaton performs the routine tests as defined in the current IEEE standards C57.12.00 and C57.12.90, which include:

- Ratio, Polarity, and Phase Relation: Ensures correct winding ratios, phase shift, and tap voltages. Tested at a maximum of 100V.
- Winding Resistance: Verifies the integrity of internal HV and LV connections; provides data for loss upgrade calculations.
- Insulation Power Factor: This test verifies that vacuum processing has thoroughly dried the insulation system to required limits. Please note ECPS does not utilize Doble testing equipment.
- Routine Impulse Tests: The most severe test, simulating a lightning surge. Applies one reduced wave and one full wave to verify the BIL rating.

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- Applied Potential: Applied to both high-voltage and low-voltage windings, this test stresses the entire insulation system to verify all live-to-ground clearances.
- Induced Potential: 3.46 times normal plus 1000 volts for reduced neutral designs, twice normal voltage for full-neutral designs.
- Loss Test: These design verification tests are conducted to ensure that guaranteed loss values are met and that test values are within design tolerances. Tests include no-load loss and excitation current along with impedance voltage and load loss.
- Leak Test: Pressurizing the tank for approximately 4 to 6 hours to ensure a complete seal, with no weld or gasket leaks, to eliminate the possibility of moisture infiltration or oil oxidation.

Single-phase Pad-Mounted Requirements - Clarifications and Exceptions:

Section 1.9 – Impedance tolerances shall be per IEEE C57.12.00, Section 9.2.

Section 3.1.2 - Routine tests as defined per IEEE C57.12.00 shall be performed on production units. Design tests such as Resistance and Short Circuit tests shall not be performed on all units. Certification tests have been previously performed on like transformers that show the design passes the requirements listed in IEEE C57.12.90. These certification reports can be furnished upon request.

Section 3.1.3 – Replacement parts manual shall not be provided.

Section 3.1.4 - Transformer nameplate shall state, "Non-PCB Mineral Oil - when manufactured contained less than 1 PPM PCB."

Section 3.1.7 – One Bay-O-Net fuse shall be provided for grounded-wye loop feed single-phase primary voltages.

Section 3.1.8 - Eaton's standard limited warranty covers any defect which shall appear under proper and normal use of its equipment within one (1) year after date of shipment or within one (1) year after installation of the equipment, but not exceeding eighteen (18) months from date of shipment

Section 3.1.9 - Oil fill plug shall act as an oil level indicator.

Section 3.1.11 - Coatings and surface preparation system shall be Eaton's standard, which is in compliance with IEEE C57.12.28 performance requirements. Tank interior shall not be primed or painted.

Single Phase Overhead - Clarifications / Exceptions:

Section 1.9 – Impedance tolerances shall be per IEEE C57.12.00, Section 9.2.

The requested voltages of 208Y/120 and 480Y/277 are three-phase voltage designation and are not obtainable from an individual single-phase transformer. Three (3) single-phase transformers, each with a 120V or 277V secondary, need to be connected in a wye configuration (commonly referred to as "banking") in order to achieve a voltage of 208Y/120 or 480Y/277. When single-phase transformers are "banked", only two (2) low-voltage bushings are used. Therefore, Eaton is quoting single-phase transformers with a 120V or 277V secondary and two (2) low-voltage bushings to accommodate your request.

Section 4.1.2 – Routine tests as defined per IEEE C57.12.00 Table 18 shall be performed on production units.

Section 4.1.2 – Certified test reports will be provided within thirty (30) days of transformer shipment.

Section 4.1.3 – Replacement parts manual shall not be provided.

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Section 4.1.4 – Transformer nameplate shall state, "Non-PCB Mineral Oil - when manufactured contained less than 1 PPM PCB."

Section 4.1.9 – Single-phase overhead transformer coatings and surface preparation system shall be Eaton's standard, which is in compliance with IEEE C57.12.31 performance requirements, in lieu of the request to meet IEEE C57.12.28 for single phase padmount transformers. Tank interior shall not be primed or painted.

Section 4.3.3 – Eaton's standard limited warranty covers any defect which shall appear under proper and normal use of its equipment within one (1) year after date of shipment or within one (1) year after installation of the equipment, but not exceeding eighteen (18) months from date of shipment.

Section 4 -Single-bushing transformers from 5-50 kVA shall be provided with two sets of hanger brackets. Single-bushing from 75-167 kVA and all double-bushing units shall be provided with one set of hanger brackets.

Requested tank height was not met on most units. Please see detail sheet for approximate tank height.

Items 50 & 51 shall have an approximate overall tank width of 30".

Item 37 shall have a max weight of 600lbs.

Exception is taken to the maximum height requirements in Table 2 in the overhead spec. All transformers 25 kVA - 100 kVA shall exceed these height requirements. Please see item details for approximate overall dimensions.

Single phase Overhead units will be provided with 277/480 printed on the nameplate. Nameplate rating of 480Y/277 is for banked units only. Individual transformers rated at 277V.

## Terms and Conditions

### 1. Applicable Terms and Conditions

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller's order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.

### 2. Price, Payment Terms, and Title

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Unless otherwise indicated, prices are stated in United States dollars and are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer's expense. A service charge of \$25 will be assessed for any order less than \$250. Seller requires a minimum \$100 emergency handling charge for all orders that require shipment the same day or next day.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or thereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section or under the section entitled "Security Interest," Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in Products for which title has passed to Buyer, products in which Products are incorporated, and Products that Seller sells (including all Products acquired hereafter from Seller, and all accessions, substitutions, replacements, and additions, and any proceeds from sale or disposition of Products), as security for performance by Buyer of all of its payment obligations under these terms and conditions (including obligations regarding future advances). Buyer consents to Seller's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

### 3. Delivery and Risk of Loss

(a) Unless otherwise agreed in writing, all deliveries of Products will be EXW (Incoterms 2000) Seller's facility. Products will be packed in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related payments. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.

### 4. Acceptance

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

### 5. Limited Warranty

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller's official published specifications, provided that no warranty is made with respect to any Products, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products is the shorter of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.

### 6. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.

**7. Cancellation and Return of Products**

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for all applicable costs incurred by virtue of the sale, including costs of purchased materials, engineering costs, all progress billings and all incurred direct manufacturing costs. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

**8. Force Majeure**

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer's control, acts of government or other civil or military authorities, priorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force Majeure Event. Should Seller be prevented from completing Buyer's order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.

**9. Work Product**

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

**10. Confidentiality**

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.

**11. Patent Indemnity**

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

**12. Changes in Product Design or Manufacture**

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

**13. Software License**

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.

**14. Compliance with Laws**

Buyer shall comply with all laws and regulations applicable to Products, including but not limited to all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information requested by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer's or Buyer's Agent's failure to provide the information requested by Seller.

**15. Waiver**

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

**16. Language**

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.

**17. Choice of Law and Dispute Resolution**

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a province of Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

**18. Assignment**

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller's prior written consent.

**19. Severability**

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.



# 1Ph Poles

Quote #: BRBN936952 Rev 0  
 Cust Name: GRAND ISLAND UTILITIES  
 Currency: USD

Date: 12/3/2019 12:21

Note: All dimensions are approximate. Losses quoted are Guaranteed Average

Item Type	Item #	Alt	No.	Qty	kVA	Primary Voltage	Secondary Voltage	Average		Lead Time (Weeks)	Spec Date	Primary Bushing		Secondary Bushing		
								No Load Losses	Load Losses			Qty	Qty	Qty	Qty	
1Ph Poles	31			3	10	13200/22860Y	277	30	109	8-10	11/1/2018	2	2	2	2	5/8 Eyebolt with 3/8-16 stud
1Ph Poles	32			9	10	13200GY/7620	120/240	30	106	8-10	11/1/2018	1	3	3	3	5/8 Eyebolt with 3/8-16 stud
1Ph Poles	33			1	10	13200/22860Y	120	31	105	8-10	11/1/2018	2	2	2	2	5/8 Eyebolt with 3/8-16 stud
1Ph Poles	34			3	15	13200/22860Y	277	38	166	8-10	11/1/2018	2	2	2	2	5/8 Eyebolt with 3/8-16 stud
1Ph Poles	35			23	15	13200GY/7620	120/240	37	168	8-10	11/1/2018	1	3	3	3	5/8 Eyebolt with 3/8-16 stud
1Ph Poles	36			1	15	13200/22860Y	120	41	161	8-10	11/1/2018	2	2	2	2	5/8 Eyebolt with 3/8-16 stud
1Ph Poles	37			13	25	13200/22860Y	277	58	314	8-10	11/1/2018	2	2	2	2	5/8 Eyebolt with 3/8-16 stud
1Ph Poles	38			38	25	13200GY/7620	120/240	60	274	8-10	11/1/2018	1	3	3	3	13/16 Eyebolt with 3/8-16 stud
1Ph Poles	39			4	25	13200/22860Y	120	51	356	8-10	11/1/2018	2	2	2	2	13/16 Eyebolt with 3/8-16 stud
1Ph Poles	40			1	37.5	13200/22860Y	277	70	408	8-10	11/1/2018	2	2	2	2	13/16 Eyebolt with 1/2-13 stud
1Ph Poles	41			12	37.5	13200GY/7620	120/240	75	366	8-10	11/1/2018	1	3	3	3	13/16 Eyebolt with 1/2-13 stud
1Ph Poles	42			1	37.5	13200/22860Y	120	74	432	8-10	11/1/2018	2	2	2	2	13/16 Eyebolt with 1/2-13 stud
1Ph Poles	43			1	50	13200/22860Y	277	96	510	8-10	11/1/2018	2	2	2	2	13/16 Eyebolt with 1/2-13 stud
1Ph Poles	44			9	50	13200GY/7620	120/240	95	505	8-10	11/1/2018	1	3	3	3	13/16 Eyebolt with 1/2-13 stud
1Ph Poles	45			6	50	13200/22860Y	120	97	545	8-10	11/1/2018	2	2	2	2	13/16 Eyebolt with 1/2-13 stud
1Ph Poles	46			1	75	13200/22860Y	277	127	671	8-10	11/1/2018	2	2	2	2	13/16 Eyebolt with 1/2-13 stud
1Ph Poles	47			1	75	13200GY/7620	120/240	130	685	8-10	11/1/2018	1	3	3	3	15/16 Eyebolt with 3/4-10 stud
1Ph Poles	48			1	75	13200/22860Y	120	139	674	8-10	11/1/2018	2	2	2	2	15/16 Eyebolt with 3/4-10 stud
1Ph Poles	49			1	100	13200/22860Y	277	194	679	13-14	11/1/2018	2	2	2	2	13/16 Eyebolt with 3/4-16 stud
1Ph Poles	50			1	100	13200GY/7620	120/240	173	779	13-14	11/1/2018	1	3	3	3	1 1/4 Double Eyebolt with 1-14 Stud
1Ph Poles	51			1	100	13200/22860Y	120	165	889	13-14	11/1/2018	2	2	2	2	1 1/4 Double Eyebolt with 1-14 Stud

Hanger Bracket Options	Total Weight	Overall Height	Overall Width	Overall Depth
Hanger Brackets (One Set)	295	38.6	18.9	21.5
Hanger Brackets (One Set)	267	36.7	17.8	20.7
Hanger Brackets (One Set)	305	39.6	18.9	21.5
Hanger Brackets (One Set)	330	40.6	18.9	21.5
Hanger Brackets (One Set)	295	37.7	17.8	20.7
Hanger Brackets (One Set)	331	40.6	18.9	21.5
Hanger Brackets (One Set)	394	37.8	21.3	23.8
Hanger Brackets (One Set)	386	34.9	21.3	24.6
Hanger Brackets (One Set)	397	37.8	21.3	24.2
Hanger Brackets (One Set)	500	38.8	21.3	24.1
Hanger Brackets (One Set)	496	35.9	21.3	24.5
Hanger Brackets (One Set)	492	38.8	21.3	24.1
Hanger Brackets (One Set)	580	39.9	22.6	25.3
Hanger Brackets (One Set)	564	36.9	22.6	25.8
Hanger Brackets (One Set)	597	40.9	22.6	25.3
Hanger Brackets (One Set)	770	46.6	24.1	27.2
Hanger Brackets (One Set)	784	43.7	24.1	28.4
Hanger Brackets (One Set)	866	46.6	24.1	28
Hanger Brackets (One Set)	981	46.64	28.74	28.01
Hanger Brackets (One Set)	941	43.73	30.61	31.49
Hanger Brackets (One Set)	990	46.64	30.61	30.75



68803

2400 W 3<sup>rd</sup> St. Grand Island, NE

P 308.382.2230

F 308.382.9189

December 10, 2019

**Conditions at time of award**

Upon award of contract to Kriz-Davis: A Division of Border States, the City of Grand Island shall agree to all terms and conditions, exceptions, and clarifications provided within the bid proposal at time of quotation by Kriz-Davis/BSE.

Kody Kramer  
CSR-Utility  
Kriz-Davis/BSE

**DISTRIBUTION TRANSFORMERS**  
**(POLE-MOUNTED TRANSFORMERS) – CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into by and between **BORDER STATES INDUSTRIES, INC.**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for proposals to be published for *DISTRIBUTION TRANSFORMERS* and

WHEREAS, the City, in the manner prescribed by law, has evaluated the proposals submitted, and has determined the aforesaid Contractor to be the responsible proposer, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, portions thereof being attached to and made a part of this contract.

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

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. Noted Exceptions in Border States Supply Co. Proposal dated December 3, 2019.
3. City of Grand Island Request for Proposals.
4. Border States Supply Co. Proposal dated December 3, 2019.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) provide and perform

all necessary labor; and (c) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's proposal;

**ARTICLE III.** The proposed pricing will commence as soon as possible after Contract execution, **and that the Contract shall run through December 31, 2020.**

**ARTICLE IV.** The Contractor hereby agrees to act as agent for the City. The invoice for contractor's services will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice. The City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

**ARTICLE V.** The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

#### GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of



RESOLUTION 2020-3

WHEREAS, the City of Grand Island requested proposals for Distribution Transformers, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on December 10, 2019, proposals were received, opened and reviewed; and

WHEREAS, the following vendors submitted proposals in accordance with the terms of the Request for Proposals and plans and specifications and all other statutory requirements contained therein:

ERMCO, Inc. (Cahoon Sales)	Three Phase Pad-mount Transformer
ERMCO, Inc. (Cahoon Sales)	Single Phase Pad-mount Transformers
Border States Supply Company (Kriz Davis)	Single-Phase Pole-mount Transformers

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the quotes from the two vendors listed above for the three categories of Distribution Transformers are hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ✕ \_\_\_\_\_  
January 10, 2020        ✕ City Attorney



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item G-6

**#2020-4 - Approving Bid Award - Substation Transformer**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

**From:** Tim Luchsinger, Utilities Director  
Stacy Nonhof, Interim City Attorney

**Meeting:** January 14, 2020

**Subject:** Contract for Substation Power Transformer

**Presenter(s):** Tim Luchsinger, Utilities Director

## Background

The Grand Island electric system utilizes large power transformers in each of the substations around the City. Routine monitoring and analysis is performed on each one to ensure they are operating correctly. During the past couple of years, the south transformer at Substation F on Capital Ave started showing signs of problems. Based upon manufacturer recommendations, the transformer was taken out of service and replaced with a spare unit. The failed transformer was then sent to a repair facility in Jordan, MN for analysis and inspection. The inspection didn't reveal an easily identifiable problem and a total rebuild of the unit was recommended. Due to the cost of a complete rebuild, a bid package was developed that gave potential bidders the choice of rebuilding the existing unit or quoting the price of a brand-new unit.

## Discussion

The request for bids was advertised in accordance with City procurement requirements. Specifications were sent to ten regional distributors. Bids were publicly opened at 2:00 pm on December 31, 2019. The estimate for this project is \$1,000,000. Listed below is a tabulation of the bids received:

<u>Bidder</u>	<u>Exceptions</u>	<u>Bid Price</u>
Jordan Transformer (Rebuild)	Noted	\$739,980.55*
SPX Transformer Solutions, Inc. (New)	Noted	\$885,276.48*
WEG Transformers USA (New)	None	\$885,276.48*
Wesco Distribution, Inc. (New)	None	\$1,001,900.00*
Delta Star, Inc. (New)	None	\$1,020,105.13*

\* Original bid did not include sales tax. This price includes sales tax.

All bids were evaluated by city personnel. The Jordan Transformer bid was the only bid for a rebuild of the existing transformer. The difference between the rebuild price and lowest priced

new transformer from SPX Transformer Solutions, Inc., is approximately 15%. There are several benefits of purchasing new versus a rebuild including better warranty, all new components and faster lead time. SPX included a couple of minor exceptions that aren't considered a problem.

### **Alternatives**

It appears that the Council that 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 a future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the Contract for Substation Power Transformer with SPX Transformer Solutions, Inc., for \$885,276.48.

### **Sample Motion**

Move to approve the Contract for Substation Power Transformer with SPX Transformer Solutions, Inc., for \$885,276.48



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** December 31, 2019 at 2:00 p.m.  
**FOR:** Substation Transformer – Phelps Control Center  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$1,000,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** November 20, 2019  
**NO. POTENTIAL BIDDERS:** 10

**SUMMARY**

<b>Bidder:</b>	<u>Delta Star, Inc.</u> Lynchburg, VA	<u>WEG Transformers USA</u> Washington, MO
<b>Bid Security:</b>	Fidelity & Deposit Co.	The Hanover Insurance Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>		
<b>Rewind/Rebuild:</b>	N/A	N/A
<b>New Transformer:</b>	\$948,395.00	\$824,000.00
<b>Bidder:</b>	<u>Jordan Transformer</u> Jordan, MN	<u>SPX Transformer Solutions, Inc.</u> Waukesha, WI
<b>Bid Security:</b>	Farmington Casualty Co.	Western Surety Co.
<b>Exceptions:</b>	Noted	Noted
<b>Bid Price:</b>		
<b>Rewind/Rebuild:</b>	\$688,354.00	N/A
<b>New Transformer:</b>	N/A	\$823,513.00

**Bidder:** WESCO Distribution, Inc.  
Des Moines, IA  
**Bid Security:** Liberty Mutual Ins. Co.  
**Exceptions:** None

**Bid Price:**  
**Rewind/Rebuild:** N/A  
**New Transformer:** \$932,000.00

cc: Tim Luchsinger, Utilities Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin. Assist.  
Patrick Brown, Finance Director  
Travis Burdett, Assist. Utilities Director

**P2166**

## **CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into by and between SPX Transformer Solutions Inc. hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of SUBSTATION TRANSFORMER; and

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

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

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

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of Eight Hundred Eighty-Five Thousand, Two Hundred Seventy-Six Dollars \$ 885,276.48 for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

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

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall complete the work on or before December 1, 2020. It is understood and agreed that time is the essence of the contract.

CONTRACT AGREEMENT (Continued)

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement.

Contractor \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

CITY OF GRAND ISLAND, NEBRASKA,

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

The contract, insurance, and any required bonds are in due form according to law and are hereby approved.

\_\_\_\_\_  
Attorney for the City

Date \_\_\_\_\_



## SUBSTATION TRANSFORMER

Phelps Control Center  
700 E. Bischeld Street  
Grand Island, NE

Contact  
City of Grand Island Utilities Department  
Travis Burdett, Assistant Utilities Director  
(308) 385-5466  
[travis.burdett@giud.com](mailto:travis.burdett@giud.com)

Date Issued: November 13, 2019  
Date Bid Due: December 31, 2019

# INSTRUCTIONS TO BIDDERS

EXCEPTIONS TO SPECIFICATIONS: Each bidder shall carefully check all requirements herein set forth and shall offer items which fully comply with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein their items offered do not meet these specifications. Such exceptions as are made shall be listed by page number in the following blanks and shall be marked in ink on the pages of these specifications. If additional space is required for exception explanation, please reference and attach a letter to bid. Reference shall not be made to other attachments for exceptions and supplementary terms. Failure to outline such exceptions as specifically stated herein will require the successful bidder to comply with these specifications. In case of conflict between the bid and these specifications, these specifications shall govern unless specific exceptions are listed by the bidder.

Exceptions to specifications, pages See attached SPX Transformer Solutions quotation 70009896 for details  
1. Spec section 7.0 - 8% impedance will not limit the three phase fault current to 10,000 amperes @ 110% voltage as specified. To limit the max three phase fault current to 10,000 amps @ 110% voltage, the impedance would have to be 10.3% or larger @ 22.5 MVA.

SUBMISSION OF BIDS: All bids shall be submitted using the City's bid form. Bids shall **be addressed to the City Clerk** and plainly marked, "**BID FOR SUBSTATION TRANSFORMER**".

INSURANCE COVERAGE: The Contractor shall purchase and maintain at their expense as a minimum insurance coverage of such types and in such amounts as are specified herein to protect Contractor and the interest of Owner and others from claims which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. Failure of Contractor to maintain proper insurance coverage shall not relieve them of any contractual responsibility or obligation.

BASE BID: The bidder is expected to base their bids on materials and items complying fully with these specifications. In the event they name in their bid materials or items which do not conform, they will be responsible for furnishing materials and items which fully conform at no change in the bid price.

ALTERNATE BIDS: It is the desire of the Owner that the bidder base their bid price for this project on the written specifications. If an alternate bid or bids are submitted by a bidder, it is desired that they first submit a bid price as above described and then describe the alternate bid. Failure to do so may be reason for not extending any consideration to alternate bids.

BIDDER QUALIFICATION: Bids will be received only from qualified bidders. A bidder will be considered qualified if they are a recognized electric utility contractor and have experience in the construction of projects of equal or greater size than that specified herein. If requested, the bidder shall supply experience data. Such data will be used to assist in determining the qualifications of the bidder. Bidder must comply with all applicable Federal, State and Local rules and regulations.

CHECKS OR BID BONDS: Checks or bid bonds of the unsuccessful bidders will be returned when their bids have been rejected and not to exceed sixty (60) days from the date bids are opened. All bids shall remain in force for this 60-day period. The check or bid bond of the successful bidder will be returned when the Contracts are signed by both parties and necessary bonds supplied. Should the Purchaser make an award to a bidder who refuses to enter into Contract and furnish the required bonds within twenty (20) days after notification of acceptance, then the bid security which has been deposited with the Purchaser will be forfeited to the Purchaser as liquidated damages.

PERFORMANCE BOND: On award of the Contract, the successful Contractor shall furnish a Performance Bond which shall be in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material and other bills incurred in carrying out this Contract. According to Nebraska

Law, the surety company executing the Performance Bond must be authorized to do business in the State of Nebraska.

**PAYMENT BOND:** On award of the Contract, the successful Contractor shall furnish a Payment Bond which shall be in an amount equal to the full Contract price, guaranteeing protection of all persons supplying labor and materials to the Contractor or its subcontractors for the performance of the work provided for in the Contract. In accordance with Nebraska Law, the surety company executing the Payment Bond must be authorized to do business in the State of Nebraska.

**TAXES:** The City Utilities Department pays sales tax amounting to 5.5% State and 2.0% City; payment of 7.5% sales tax must be in the Contractor's bid. Contractor must pay any other tax which might be applicable.

**REQUESTS FOR PAYMENT:** The City of Grand Island will make payments only after approval at regularly scheduled City Council meetings. These meetings typically occur the second and fourth Tuesday each month. Requests for payment must be received no less than ten (10) working days prior to the designated meeting to allow time for proper review and consideration. Payments will only be made after final completion of the project to City's satisfaction unless otherwise stated in bidding documents.

**REQUEST FOR INTERPRETATION:** If any person contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the specifications or other proposed Contract documents, they may submit to the Purchasing Department a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and/or delivered to each person receiving a set of such documents. The addenda upon closing shall become a part of the Contract. The City will not be responsible for any other explanation or interpretation of the proposed documents.

**ADDENDA:** Any addendum to the specifications issued during the time allowed for preparation of bids shall be covered in the bid and shall become a part of the specifications. One copy of each addendum issued before the date of the letting will be sent to all bidders. One signed copy is to be returned immediately to the sender as acknowledgment of receipt.

**TIME OF COMPLETION:** Time of completion is the essence of this Contract, and all work shall be completed no later than December 1, 2020.

**MODIFICATION OF BIDS:** Bids may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted at any time prior to the final time set for receiving bids. Bidders may modify or withdraw bids by Fax communication at any time prior to the time set for receiving bids provided this instruction is positively identified. Any Fax modification should not reveal the amended bid price but should provide only the addition, subtraction or other modifications. A duly-executed document confirming the Fax modification shall be submitted within three (3) days after bids are opened.

**BID DATA:** Bidders shall submit bid documents and data, in triplicate, by filling in the document and data sheets supplied by the Purchasing Department. The bid sheets shall be filled out legibly in ink to permit reproduction.

**BIDDER SECURITY:** Bidder security shall be enclosed in a separate envelope marked, "**BIDDER SECURITY / BID FOR SUBSTATION TRANSFORMER,**" the envelope shall contain only a cashier's check, certified check or bidder's bond.

This separate envelope shall be attached to a sealed envelope containing the bid and any other bid materials. This second envelope shall be marked "**BID FOR SUBSTATION TRANSFORMER**" and be addressed to the "**City Clerk.**" Bids of an incomplete nature or subject to multiple interpretations may, at the option of the Purchaser, be rejected as being irregular.

**FINANCIAL STATEMENT:** The bidder shall furnish upon request a complete financial statement signed by the bidder, if an individual, by all partners if the bidder is a partnership or, by the President or Secretary, if the bidder is a corporation.

**EQUAL EMPLOYMENT OPPORTUNITY:** The Contractor agrees that during the performance of this Contract not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, disability, age or national origin, and to comply with Executive Order 11,246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor, and Chapter 20 of the Reissue Revised Statutes of the State of Nebraska.

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

**LOCAL CONDITIONS:** Each bidder shall have an authorized representative visit the site of the work and thoroughly inform themselves of all conditions and factors which would affect the work and the cost thereof, including the arrangement and conditions of existing or proposed structures affecting or affected by the proposed work; the procedure necessary for maintenance of uninterrupted operation; the availability and cost of labor and facilities for transportation, handling, and storage of materials and equipment.

It must be understood and agreed that all such factors have been investigated and considered in the preparation of every bid submitted. No claims for financial adjustment to any Contract awarded for the work under these Specifications and documents will be permitted by the City, which are based on lack of such prior information or its effect on the cost of the work.

**CORRESPONDENCE:** Correspondence regarding drawings, instruction manuals, and other engineering data shall be sent to:

Attn: Travis W. Burdett P.E.  
City of Grand Island  
Utility Department  
P.O. Box 1968  
Grand Island, NE 68802-1968  
(308) 385-5466

**LOCAL BIDDER PREFERENCE:** In case of tied low bids, all other things being equal, preference shall be given in the following order:

1. To those bidders who manufacture their products within the limits of the City of Grand Island.
2. To those bidders who manufacture their products within the limits of the County of Hall.
3. To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the City of Grand Island.
4. To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the County of Hall.

5. To those bidders who maintain a bona fide business office in the City of Grand Island, whose products may be made outside the confines of the City of Grand Island.
6. To those bidders who maintain a bona fide business office in the County of Hall, whose products may be made outside the confines of the County of Hall.
7. To those bidders whose commodities are manufactured, mined, produced, or grown within the state of Nebraska and to all firms, corporations, or individuals doing business as Nebraska firms, corporations or individuals, when quality is equal or better and delivered price is the same or less than the other bids received.
8. To those bidders whose commodities are manufactured, mined, produced, or grown within the United States of America and to all firms, corporations, or individuals doing business as firms registered in states other than Nebraska when quality is equal or better and delivered price is the same or less than the other bids received.

**SUBSTATION TRANSFORMER  
CITY OF GRAND ISLAND, NEBRASKA**

**CONTRACTOR'S BID**

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

THE UNDERSIGNED BIDDER, having examined the plans, specifications, general and special conditions, other proposed contract documents, and all addenda thereto and being acquainted with and fully understanding (a) the extent and character of the work covered by this Bid, (b) the location, arrangement, and specified requirements for the proposed work, (c) the location, character, and condition of existing streets, roads, highways, railroad, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other installations, both surface and underground which may affect or be affected by the proposed work, (d) the nature and extent of the excavations to be made and the handling and re-handling of excavated materials, (e) the location and extent of necessary or probable dewatering requirements, (f) the difficulties and hazards to the work which might be caused by storm and flood water, (g) local conditions relative to labor, transportation, hauling and rail delivery facilities, and (h) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plans, to perform all necessary labor and supervision, and to construct, install, erect, equip and complete all work stipulated in, required by and in accordance with the contract documents and the plans, specifications and other documents referred to therein (as altered, amended or modified by all addenda thereto) for and in consideration of the following prices:

BID OPTION: The bidder can bid one option or both options. The City will choose the option after bids are opened that the City believes is in the best interest of the City. The bidder proposes to provide the following (check the appropriate option):

- Rewind/Rebuild of existing transformer (See Transformer Rewind/Rebuild Detailed Specifications)
- New transformer (See New Transformer Detailed Specifications)



EXPERIENCE DATA:

Each bidder shall supply the following data on his experience:

Name of Bidder: SPX Transformer Solutions, Inc.

Project Owner    Contact    Phone No.    Project Location    Completion Date

Please see the included "37MVA References and Examples" document.

Additional Data: N/A

INSURANCE: Bidder acknowledges that bid includes compliance with the attached insurance requirements.

ADDENDA: Bidder acknowledges that Addenda Number(s) 1 were received and considered in Bid preparation.

INSURANCE AND BONDS: The undersigned bidder agrees to furnish the certificate of insurance and bonds, and to enter into a contract within twenty (20) days after acceptance of this Bid, and further agrees to complete all work covered by the foregoing bid in accordance with specified requirements. The proposed work will commence as soon as possible after the contract execution with completion of the total contract to be no later than December 1, 2020. **No work shall commence until the certificate of insurance and bonds are approved by the City and the contract is executed.**

Enclosed herewith is the bid security in the amount of:

Five percent of the attached bid price Dollars

(\$ 41,175.65 )

which the undersigned bidder agrees is to be forfeited to and become the property of the City of Grand Island, Nebraska, as liquidated damages should this Bid be accepted and a contract be awarded to them and they fail to enter into a contract in the form

prescribed and to furnish the required bond within twenty (20) days, but otherwise the aforesaid bid guarantee will be returned upon their signing the contract and delivering the approved bond.

It is understood and agreed that time is the essence of the contract.

In submitting this bid it is understood that the right is reserved by the City to reject any and all bids; to waive irregularities therein and to accept whichever bid that may be in the best interest of the City, at its sole discretion. It is understood that this bid may not be withdrawn until after sixty (60) days from bid opening.

In submitting this bid, the bidder states that bidder fully complies with, and will continue to comply with, applicable State fair labor standards as required by section 73-102 RRS, 1943 and also complies with, and will continue to comply with, section 48-657 RRS, 1943 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

The undersigned bidder hereby certifies (a) that this bid is genuine and is not made in the interest of or in the behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, (b) that he has not directly or indirectly induced or solicited any person, firm or corporation to refrain from bidding, (c) that he has not sought, by collusion or otherwise, to obtain for himself an advantage over any other bidder or over the City of Grand Island, and (d) that he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

DATED 12/31/19

SIGNATURE OF BIDDER:

If an Individual: N/A doing business

as N/A

If a Partnership: N/A

by N/A, member of firm.

If a Corporation: SPX Transformer Solutions, Inc.

by Tina Chacon *Tina M. Chacon* (Seal)

Title Application Engineer

BUSINESS ADDRESS OF BIDDER 400 S. Prairie Ave, Waukesha, WI 53186

TELEPHONE NUMBER OF BIDDER 262-446-8425

FAX NUMBER OF BIDDER 262-521-0198

LIST ALL SUBCONTRACTORS:

<u>Company Name</u>	<u>Work Subcontracted</u>	<u>Business Address</u>	<u>Business Telephone Number</u>
Weldall MFG, Inc.	Tank Shell	2001 South Prairie Ave., Waukesha, WI	262-544-1155

# MINIMUM INSURANCE REQUIREMENTS

## CITY OF GRAND ISLAND, NEBRASKA

The Contractor shall purchase and maintain at their expense as a minimum insurance coverage of such types and in such amounts as are specified herein to protect Contractor and the interest of Owner and others from claims which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. Failure of Contractor to maintain proper insurance coverage shall not relieve him of any contractual responsibility or obligation.

### 1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
\$100,000 each employee	
\$500,000 policy limit	

### 2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
---------------------------------	----------------------------------

### 3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
\$1,000,000 aggregate	

### 4. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
\$1,000,000 general aggregate	

### 5. ADDITIONAL REQUIREMENTS

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of

these specifications.

**6. CERTIFICATE OF INSURANCE**

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the bidder cannot have the "endeavor to" language stricken, the bidder may elect to provide a new certificate of insurance every 30 days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**

# CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between SPX Transformer Solutions, Inc. hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of SUBSTATION TRANSFORMER; and

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

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

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

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of Eight hundred twenty three thousand five hundred thirteen Dollars \$ 823,513.00

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

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

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall complete the work on or before December 1, 2020. It is understood and agreed that time is the essence of the contract.

CONTRACT AGREEMENT (Continued)

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement.

Contractor SPX Transformer Solutions, Inc.

By Tina Chacon

Date 12/31/19

Title Application Engineer

CITY OF GRAND ISLAND, NEBRASKA,

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

The contract, insurance, and any required bonds are in due form according to law and are hereby approved.

\_\_\_\_\_  
Attorney for the City

Date \_\_\_\_\_

City of Grand Island, NE - Similar Project List - Quote 70009896

Sales Order #	PLT	Cust. no	Customer	% Z	BASE HV MVA	Max HV MVA	HV_Bil	HV_CON NECTION	HV_VOLT AGE	HV2_Bil	HV2_CO NNECTIO	HV2_VOL TAGE	LV1_Bil	LV_CON NECTION	LV1_VOLTA GE	OADBLVL	LTC	LTC Type
GT-01031	1020	1186	Customer Confidential	9.50	22.40	37.33	550	Grd Y	115.00	350	Grd Y	69.00	110	WYE	13.80	69	Yes	UZD
GT-01033	1020	1186	Customer Confidential	9.50	22.40	37.33	550	Grd Y	115.00	350	Grd Y	69.00	110	WYE	13.80	69	Yes	UZD
WT-01319	1010	439	Customer Confidential	9.80	22.56	37.60	550	Delta	115.00				150	Grd Y	13.20	68	Yes	RMV
GT-02081	1020	1687	Customer Confidential	9.00	22.50	37.50	450	Delta	115.00				200	WYE	34.50	74	Yes	RMV
GT-02152	1020	1687	Customer Confidential	9.00	22.50	37.50	450	Delta	115.00				200	WYE	34.50	74	Yes	RMV
WT-02297	1010	439	Customer Confidential	9.80	22.56	37.60	550	Delta	115.00				150	WYE	13.20	68	Yes	RMV
GT-02797	1020	1687	Customer Confidential	9.00	22.50	37.50	450	Delta	115.00				200	WYE	34.50	74	Yes	RMV
GT-02947	1020	1687	Customer Confidential	9.00	22.50	37.50	450	Delta	115.00				200	WYE	34.50	74	Yes	RMV
GT-03137	1020	1687	Customer Confidential	9.00	22.50	37.50	450	WYE	115.00				200	Delta	34.50	74	Yes	RMV
GT-03148	1020	1687	Customer Confidential	9.00	22.50	37.50	450	Delta	115.00				200	WYE	34.50	74	Yes	RMV
GT-03265	1020	1687	Customer Confidential	9.00	22.50	37.50	450	Delta	115.00				200	WYE	34.50	74	Yes	RMV
GT-03523	1020	1687	Customer Confidential	9.00	22.50	37.50	450	WYE	115.00				200	Delta	34.50	74	Yes	RMV
GT-03663	1020	1687	Customer Confidential	9.00	22.50	37.50	450	WYE	115.00				200	Delta	34.50	74	Yes	RMV
GT-03838	1020	1687	Customer Confidential	9.00	22.50	37.50	450	WYE	115.00				200	Delta	34.50	74	Yes	RMV
GT-04355	1020	1687	Customer Confidential	9.00	22.50	37.50	450	Delta	115.00				200	WYE	34.50	74	Yes	RMV
WT-04560	1010	439	Customer Confidential	9.80	22.56	37.60	550	Delta	115.00				150	WYE	13.20	68	Yes	RMV
GT-04667	1020	1687	Customer Confidential	9.00	22.50	37.50	450	Delta	115.00				200	WYE	34.50	74	Yes	RMV
WT-04732	1020	1687	Customer Confidential	9.00	22.50	37.50	450	WYE	115.00				200	Delta	34.50	74	Yes	RMV

SPX Transformer Solutions, Inc. (SPXTS) has over 50 years of manufacturing experience in the USA. Transformers range from 5MVA all the way up to 1200MVA and 345kV. The information noted above are similar units to the unit being requested from City of Grand Island, NE.

Our Waukesha facility is 421,000 square feet of medium and large power manufacturing capabilities; Coil winding, 14 Horizontal 9 Vertical. Test Floor: 2 Passoni Villa impulse generators. Within the Service Group; Several mobile vacuum oil purification units, multiple pieces of auxiliary equipment and semi-tractor/crane combination vehicles. Additionally, SPX Transformer Solutions designs, builds and tests its transformers according to IEEE, ANSI, NEMA and ISO 9001:2008 technical and quality standards.

COMPANY REFERENCES					
References for each of the major material categories that we manufacture	Transformer Size	Contact	Phone number	TGM	Email
Entergy	7.5-180MVA	Andy Speegle	(601) 985-2602	Jorge Guerra	aspeegl@entergy.com
El Paso Electric	10-60MVA	Daniel Esparza	(915) 543-2014	Jorge Guerra	daniel.esparza@epelectric.com
Oncor Electric Delivery	8.4-90MVA	Russell Smith	(817) 215-6672	Jorge Guerra	russell.smith@oncor.com

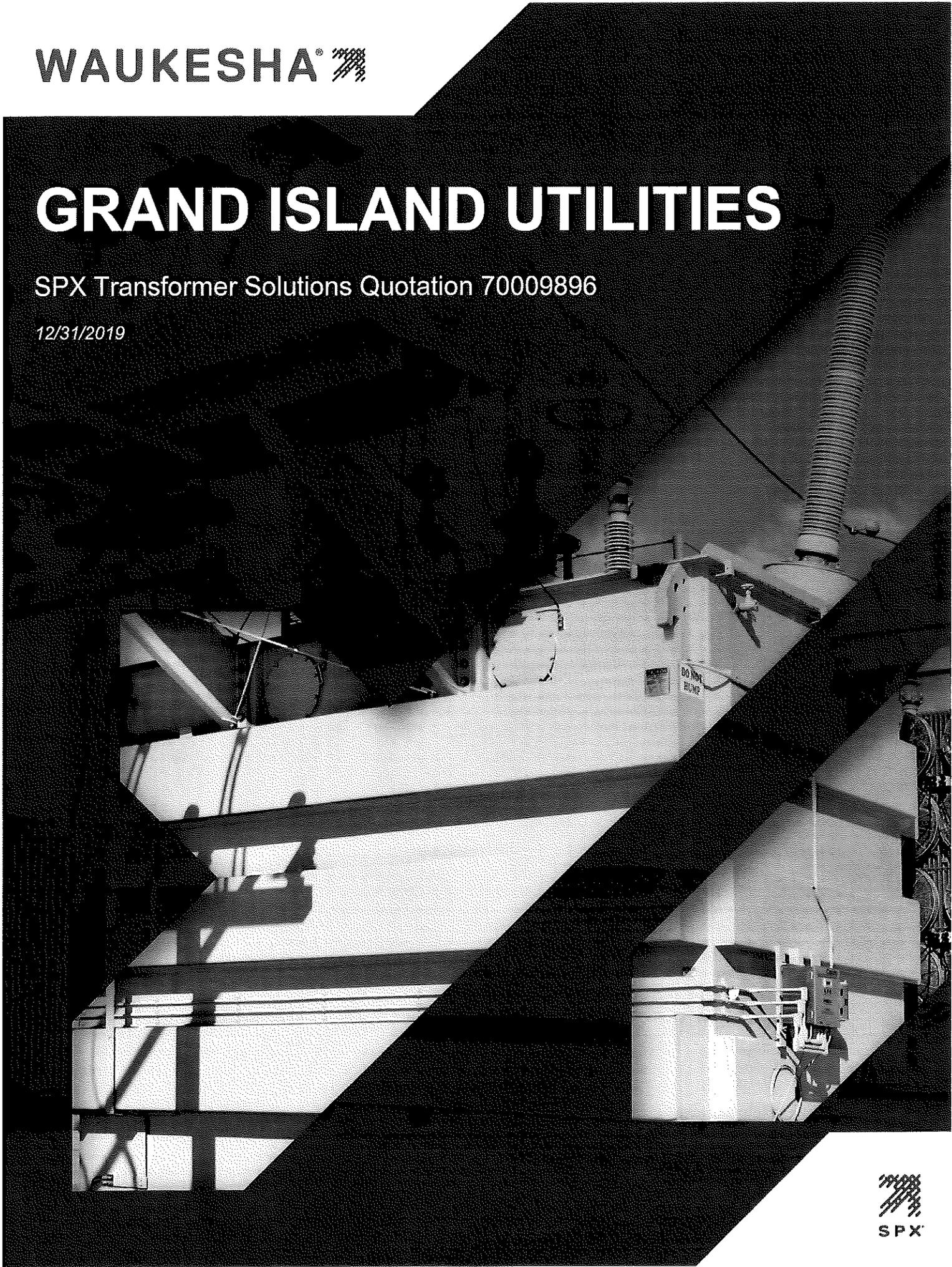




# GRAND ISLAND UTILITIES

SPX Transformer Solutions Quotation 70009896

12/31/2019



# SPX Transformer Solutions Quotation

12/31/2019

GRAND ISLAND UTILITIES  
208 NORTH PINE  
GRAND ISLAND, NE 68802

**Inquiry** Phelps Control Center  
**Quote Number** 70009896  
**Specification Document(s)** SUBSTATION TRANSFORMER dated November 13, 2019

## CONTACT INFORMATION

**Channel Partner**  
Brad Cahoon  
Cahoon Sales, Inc.  
TEL 319-351-4989  
FAX 319-351-8520  
brad@cahoonsales.com

**Application Engineer**  
Tina Chacon  
SPX Transformer Solutions, Inc.  
TEL 262-446-8425  
FAX 262-521-0198  
tina.chacon@spx.com

**Territory General Manager**  
Jorge Guerra  
SPX Transformer Solutions, Inc.  
TEL 850-865-3559  
FAX  
jorge.guerra@spx.com

## QUOTE SUMMARY

<b>Item Number</b>	10
<b>Price Per Unit</b>	<b>\$823,513.00</b>
<b>Quantity</b>	1
<b>Warranty</b>	SPX Transformer Solution's 5 Year Power Transformer Warranty
<b>Rating Information</b>	22.5/30/37.5/42 MVA, ONAN/ONAF/ONAF 3 Phase, 60 Hz., 55/65 Degree C rise 115 kV DELTA To 13.8 kV WYE with UZD Reduced Capacity LTC
<b>Shipment Lead Time</b>	<b>38-42 weeks</b> after SPX TS Order Acknowledgment issue date, subject to plant loading at the time of receipt of order.

If required, alternate shipment may be available. Please consult the Channel Partner, Application Engineer or Territory General Manager identified in the CONTACT INFORMATION shown in this quotation.

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## PRICE POLICY

Firm Pricing. If transformer(s) are shipped by 12/1/2020.

## PAYMENT MILESTONES

Payment milestones, subject to credit approval, are as follows:

- 10% to be invoiced at time of Order Acknowledgement
- 40% to be invoiced at Approval Drawing Submittal
- 40% to be invoiced at time of Release to Manufacturing
- 10% to be invoiced at Delivery to pad/site

Note: All payments are Due Net 30 days from date of invoice.

## PAYMENT TERMS

Quoted Prices do not include sales, use, excise or any other taxes. Any taxes imposed shall be the responsibility of customer and will be invoiced accordingly.

## PRICE POLICY

Above quoted prices are for shipment shown in Section "Quote Summary", subject to the following conditions:

- Factory acceptance of a written purchase order or contract, within the validity period of this quotation.
- Charge of 1-½% per month of the unpaid balance will be assessed beginning 15 days after the due date of the invoice.



## DRAWINGS

Approval drawings will be provided within **16 weeks** after issue date of SPX TS Order Acknowledgment. Quoted Shipment Lead Time includes **1 week** for customer to review and return approval drawings.

For orders requiring drawing approval, a release to immediately proceed with production must be returned to SPX TS within **1 week** after drawing submittal to maintain scheduled date(s).



## MINERAL OIL

Mineral Oil is included in the quoted transformer price. If mineral oil is shipped separately, pricing includes shipment/delivery of the oil within sixty (60) days of shipment of the transformer. After that date, any additional costs will be charged to the customer.



## SHIPMENT

The above quoted transformer will be **shipped oil filled by truck** to your specified pad.

Quoted freight and rigging prices are based on the delivery location and site conditions known as of the bid issue date and based on the free access required for SPX TS to unload the equipment without obstruction. Prices are subject to adjustment to the extent that there are changes to the delivery location, the delivery location's transportation route, or the site conditions ("Conditions") that would complicate the movement of the transformer(s).

Such Conditions that would complicate the movement of the transformer(s), include, but are not limited to: lack of existing roads; impassable conditions; extreme grade or any other condition that would prevent SPX TS from delivering to the specified site with a single crane lift; if clearance is not available due to highway construction; changes in state regulations; changes in bridge limitations; needed repairs to, but not limited to, roadway, delivery site access, or railways (customer or non-customer owned); obstructions such as existing fencing, or removal or reinstallation of any overhead or adjacent structures; insufficiently compacted soil (necessitating matting); oil containment pits or dikes around pad; debris or other condition beyond SPX TS's control or unknown at the time of bid.

Any additional costs associated with such Conditions will be charged to the customer.

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**FIELD SERVICE**

Services for **Assembly & Testing** ("Field Services") as identified in this quotation are included in the quoted transformer price. Other Field Services may be identified as an adder. Field Services standard work scope is included as an attachment. Quoted Field Service prices are based on free access to the site required to perform the field services and on the anticipated schedule with a single trip to the site. Quoted Field Service prices do not include any site specific or customer required access and/or safety training, any special and/or site-specific safety, PPE or environmental requirements, use of union labor or any local Sales or Use tax. Any additional direct costs associated with deviations from the proposed field service schedule will be charged to the Customer on a time and material basis.

Any Field Service offered in this quote, either as part of the quoted price or which can be elected as an adder, shall be subject to the terms of purchase of the transformer. In no event shall SPX TS have any obligation to identify, correct, abate, clean up, control, or remove from customer's premises any toxic or hazardous material.



**TERMS & CONDITIONS**

The enclosed SPX Transformer Solution's **Transformer Terms and Conditions of Sale** are an integral part of this offer, and shall apply except as otherwise agreed to in writing by an authorized employee of SPX TS. **Alternate Terms and Conditions are subject to negotiation.**

Seller shall in no event be liable for any indirect, special or consequential damages whatsoever, whether grounded in tort (including negligence), strict liability, or contract. Under no circumstances shall Seller's liability to Buyer exceed the contract price for the specific goods and services upon which the claim is based. Any action for breach of contract or otherwise must be commenced within one year after the cause of action has accrued.

SPX Transformer Solutions reserves the right to correct clerical and administrative errors in this quotation, and other related documents.



**WARRANTY**

The above transformer is quoted with the **SPX Transformer Solutions' Five Year Power Transformer Warranty** in lieu of all others specified, expressed or implied. To qualify for the SPX TS Five Year Warranty, a SPX TS Service representative **must be** present at the time the transformer is dressed out, and both the primary and secondary must be protected from surges with arresters mounted on the transformer tank.

In addition to the above, full compliance to the SPX TS Instruction Manual is required to validate the warranty. A complete Instruction Manual is provided in the control box of every SPX TS Power Transformer.



**COMMERCIAL EXCEPTIONS**

SPX Transformer Solutions takes exception to the Customer's commercial terms and offers this bid subject to the enclosed SPX Transformer Solution's Transformer Terms and Conditions of Sale. In the event that SPX Transformer Solutions is being considered for an award, Customer's commercial terms are subject to negotiation.



**TECHNICAL NOTES & COMMENTS**

1. Spec section 32.1 – The following spare parts are included in the bid price of the transformer:
  - a. One (1) high side and one (1) low side bushing with gaskets.
  - b. Two (2) manhole gaskets.
  - c. Two (2) cooling fan motors.
2. Spec section 29.7.5 – Per Addendum 1 dated 12/23/2019, the bid price includes an SFRA test prior to disassembly and shipping to allow a comparison to the SFRA test after shipping and reassembly.

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### TECHNICAL EXCEPTIONS

1. Spec section 7.0 – 8% impedance will not limit the three phase fault current to 10,000 amperes @ 110% voltage as specified. To limit the max three phase fault current to 10,000 amps @110% voltage, the impedance would have to be 10.3% or larger @ 22.5 MVA.



### LOSS GUARANTEE

In accordance with IEEE Standard C57.12.00-2015 Section 5.9, No-load (core) loss guarantee on the enclosed performance specification(s) is based on the standard reference temperature of 20°C. Load (winding) loss guarantee is at the standard reference temperature of 85°C on 65°C rise rated transformers (or 75°C on 55/65°C rise rated transformers).

SPX TS tests no-load and load losses with less than 1.0% measurement error. These measurement errors are determined by a calibration system that is traceable to the National Institute of Standards and Technology (formerly the National Bureau of Standards) using methods described in NIST's Technical Note 1204.



### AWARD OF CONTRACT

In the event that the transformer contract is awarded to SPX Transformer Solutions, please provide the following text on the purchase order to help expedite order processing: **Unit(s) will be Designed, Manufactured, Tested, Shipped, Sold and Invoiced in accordance with SPX Transformer Solutions' Quotation 70009896, dated 12/31/2019.**



### VALIDITY

Due to the rapid change in the cost of commodities required to manufacture power transformers, this proposal will remain in effect for 30 days, unless changed in the interim by written notice. Extensions to the 30-day validity will be considered, as required, to facilitate the order process.

Sincerely,  
SPX Transformer Solutions, Inc.



Tina Chacon  
Application Engineer

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# Enclosures

- Performance Specification(s)
- Transformers Term & Conditions of Sale
- SPX Waukesha Five Year Power Transformer Warranty
- Assembly & Testing: Units Shipped With Oil
- Cancellation/Delay Policy
- Transformer Storage Policy
- Request for Storage Form
- Transformer Oil Specification
- Transformer Paint Systems
- Paint Systems Test Results
- Short Circuit Test Results
- SPX Service Solutions
- SPX/Waukesha UZD
- Load Tap Changer Filtration Systems
- SPX TS Customer Survey Results

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SPX TRANSFORMER SOLUTIONS

FOR: 339 GRAND ISLAND UTILITIES

70009896

Item No: 000010

Project Name: Phelps Control Center 22.5/30/37.5MVA  
115-13.8kV

## Performance Specification

TRANSFORMER RATINGS										
Phase	3	Cooling Class	HV Volts		XV Volts		YV Volts		ZV (TV) Volts	
Frequency	60		115,000	--	13,800	--	--	--	--	--
Temp Rise °C	55 / 65		Delta	--	Wye	--	--	--	--	--
Insulating Oil		ONAN	22.50	/	25.20	22.50	/	25.20	--	--
		ONAF	30.00	/	33.60	30.00	/	33.60	--	--
		ONAF	37.50	/	42.00	37.50	/	42.00	--	--

ADDITIONAL TAP VOLTAGES				
Terminal	Style	Taps or KV		Capacity
HV	DETC	+ 2 / - 2	@ 2.500 %	FULL
XV	UZD	+ 16 / - 16	@ 0.625 %	REDUCED

PERCENT IMPEDANCE VOLTS		
%	Windings	At MVA
8.00	H-X	22.5
--	H-Y	--
--	X-Y	--

AUXILIARY LOSSES AND SOUND LEVEL			
MVA	Class	Cooling	Sound Level dB
22.50	ONAN	--	64
30.00	ONAF	1,800	66
37.50	ONAF	4,200	67

The above values for cooling loss do not include ancillary equipment (heaters, control devices, etc.) losses of 3,000 watts

INSULATION LEVELS (KV)			
Terminal	Winding		Bushing
HV Line	550	--	550
HV Neutral	--	--	--
XV Line	110	--	150
XV Neutral	110	--	150
YV Line	--	--	--
YV Neutral	--	--	--
ZV (TV) Line	--	--	--
ZV (TV) Neutral	--	--	--

PERFORMANCE BASED ON A LOADING OF				
Winding	Volts	@	MVA	
HV Winding	115,000		22.50	MVA
XV Winding	13,800		22.50	MVA
YV Winding	--		--	MVA
ZV (TV) Winding	--		--	MVA

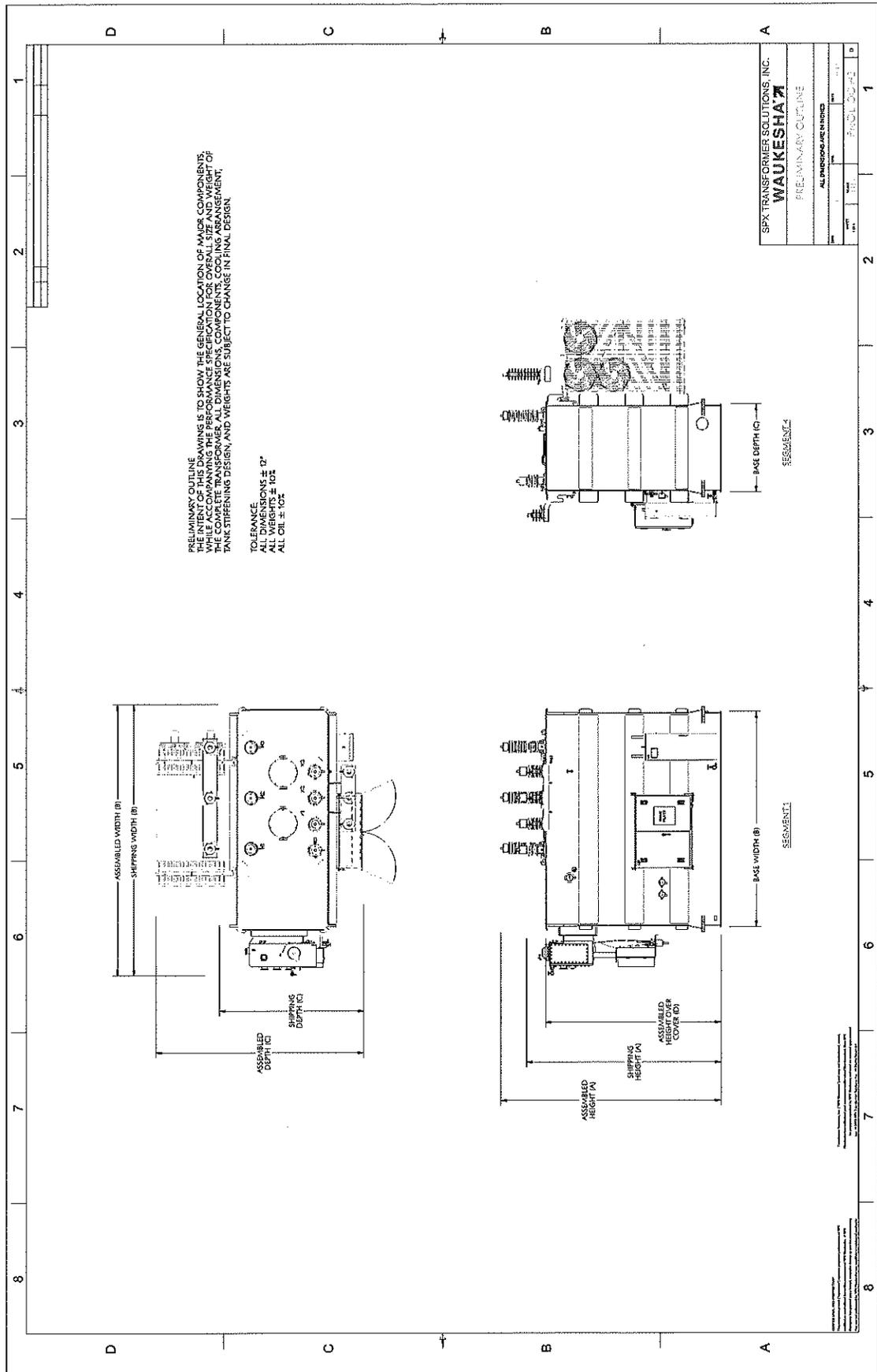
EFFICIENCIES				
Load	Base MVA (ONAN) = 100%			
	100%	75%	50%	25%
Percent	99.59	99.65	99.69	99.64

REGULATION	
Power Factor	Percent Regulation
1.0	0.66
0.9	4.03
0.8	5.25

PERFORMANCE DATA No Load Temp: 20 °C/ Load Loss Temp: 75 °C				
Exciting Current (Percent) and Loss (Watts)				
Excitation	Exciting Current(%)	No Load Loss	Load Loss	Total Loss
100%	.500	15,400	77,400	92,800

MECHANICAL DATA - Not for Construction				Dimensions are in inches & weights are in pounds (approx. values)	
Outline Drawing Number:			Shipping: Filled by Truck		
	Base	Assembled	Shipping	Weight (lbs)	
Height (A)	--	194	161	Core and Coils	65,894
Width (B)	171	222	210	Tank and Fittings	40,748
Depth (C)	76	189	134	Liquid (5,942 gallons)	44,614
Height Over Cover (D)	--	161	161	Total Weight	151,256
				Shipping Weight, Heaviest Piece	134,695





# Transformer Terms and Conditions of Sale

**1. ACCEPTANCE, GOVERNING PROVISIONS, AND CANCELLATIONS.** No orders shall be binding upon Seller until accepted in writing by Seller at its headquarters office or at its plant handling and processing such orders. Seller's acceptance of Buyer's order is conditioned upon Buyer's assent that the terms and conditions set forth herein shall be deemed as part of such order. No modified or other conditions will be recognized by Seller unless specifically agreed to in writing, and failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these conditions nor an acceptance of any such provisions. No order accepted by Seller may be altered or modified by Buyer unless agreed to in writing by Seller, and no such order may be canceled or terminated by Buyer except with the written consent of Seller and upon payment of Seller's loss, damage and expense arising from such cancellation or termination as defined in Seller's Cancellation and/or Delay Policy. Any agreement of purchase or sale shall be construed in accordance with the laws of Wisconsin, without reference to principles of conflicts of law.

**2. PRICE POLICY.** Prices shall be as stated in Seller's quotation, prices shall be valid for the duration of the quotation and only for shipment within the quoted leadtime.

**3. TERMS OF PAYMENT.** Terms of payment are specified in Seller's quotation, and payments are due net thirty (30) days from date of invoice. Seller shall charge 1-1/2% per month of the unpaid invoice amount beginning thirty-one (31) days after date of invoice, but the amount shall not exceed any rate prohibited by applicable law. In the event there are any negotiated changes made to the order that result in a negotiated change in price that is (a) greater than or equal to ten percent (10%) of the price of the affected unit, excluding applicable taxes, freight, rigging or other ancillary charges, or (b) greater than or equal to one-hundred thousand dollars (\$100,000.00), then Customer shall be invoiced for the lesser of such amount at the time of the agreed-upon change, and payment shall be due upon receipt of said invoice. Any other negotiated changes made to the order that result in a negotiated change in price shall be debited or credited on the final invoice. Buyer shall provide Seller with any Buyer-specific invoice requests at the time the order is placed.

**4. TAXES.** Price does not include sales, use, excise or other taxes, for which Buyer assumes liability wherever applicable to the order, unless otherwise agreed in writing. Buyer shall provide any tax exemption certificate(s) or direct pay permit(s) at the time the order is placed.

**5. FREIGHT.** Except as otherwise stated in Seller's quotation, prices for freight shall be F.O.B. jobsite or nearest railyard, freight prepaid and allowed, to the jobsite or nearest railyard. Buyer shall be responsible for providing a readily accessible shipping destination without obstructions at or to the jobsite. Title and risk of loss shall transfer to Buyer when equipment is delivered to the shipping destination. Buyer shall advise Seller and carrier of any observable damage or irregularity pursuant to Seller's Receiving Instructions. Defects and non-conformances reported after delivery shall be corrected in accordance with Seller's warranty. Any detention charges by the carrier are Buyer's responsibility.

**6. DELIVERY.** Seller shall not be liable for any loss or damage as a result of any delay in shipment, delivery or installation due to any cause, whether at Seller's operations or at the operations of a supplier or subcontractor to Seller, beyond Seller's reasonable control, including, without limitation: flood, hurricane, or other act of God; act of Buyer; embargo or other governmental act, regulation, order or request; fire; theft; accident; strike, slowdown, or labor dispute; war; riot; delay in transportation; inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay, plus a reasonable time for resuming performance. If shipping or progress of work is delayed or interrupted for any cause for which Buyer is directly, or indirectly responsible and additional costs (including storage costs) are incurred by Seller due to such delays, Buyer shall reimburse Seller for such added costs.

**7. INSTALLATION.** All equipment shall be installed by and at the expense of Buyer unless otherwise agreed in writing. Assistance in initial operation of certain equipment and instruction of operators may be given as normally required. Additional assistance requested by Buyer shall be chargeable at standard rates plus living and travel expenses, unless otherwise agreed in writing.

**8. WARRANTIES.** Seller warrants the equipment to be free from defects in material and workmanship for a period of one (1) year after delivery by Seller. If within such period any such equipment or parts shall be proved to Seller's satisfaction to be defective, such equipment or parts shall be repaired or replaced at Seller's option, with all removal and installation to be at Buyer's expense. Seller's obligation hereunder shall be limited to such repair or replacement, F.O.B. its factory, and shall be conditioned upon Seller's receiving written notice of any alleged defect within ten (10) days after its discovery and at Seller's option, return of such equipment or parts prepaid to its factory.

This warranty shall not apply to equipment or parts that have been subjected to negligence, accident, damage by circumstances beyond Seller's reasonable control, or improper operation, maintenance or storage, or modification by Buyer.

For this warranty to be valid, Seller requires that all windings be protected from surges with arresters mounted on the transformer tank. Any other location must be approved by Seller.

Under no circumstances will Seller be responsible for damage in excess of the sale price to Buyer for the goods and/or services for which damages are claimed.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES (EXCEPT TITLE) INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, AND STATE SELLER'S ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY.

SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER.

**9. LIMITATION OF LIABILITY.** Except as specifically provided in Article 10, Seller shall in no event be liable to Buyer or Buyer's customer for any indirect, incidental, special or consequential damages whatsoever, under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), and strict liability, arising out of or related to Seller's acts or omissions. Under no circumstances shall Seller's liability to Buyer exceed the contract price for the specific goods and services upon which such liability is based. Any action for breach of contract or otherwise must be commenced within one (1) year after the cause of action has accrued.

**10. PATENTS AND COPYRIGHTS.** If Buyer receives a claim that any equipment or part thereof (herein called "Product") manufactured by Seller infringes a U.S. Patent or Copyright, Buyer shall promptly notify Seller in writing and give Seller information, assistance and exclusive authority to evaluate, defend, and settle such claim. Seller shall then at its own expense and option (a) settle such claim; (b) procure for Buyer the right to use such Product; (c) replace or modify it to avoid infringement; (d) remove it and refund the purchase price less accrued depreciation; or (e) defend against such claim. Provided such timely notice, information, assistance and authority have been given by Buyer to Seller, should any court of competent jurisdiction hold such Product to constitute infringement, Seller shall pay any costs and damages finally awarded on account of such infringement and, if the use of such Product is enjoined, Seller shall take at its option one or more of the actions under (b), (c) or (d) above. With respect to any product not manufactured by Seller, the patent indemnity, if any, given by the manufacturer thereof shall apply in place of the foregoing indemnity.

The foregoing indemnity shall not apply to (i) any claim that arises out of Seller's compliance with the specification, design or instructions of Buyer or (ii) any claim of infringement resulting from Buyer's use of Product in combination with other equipment and materials not furnished by Seller. Buyer shall hold Seller harmless and indemnified against all such claims. The rights and obligations of the parties with respect to Patents and Copyrights are solely and exclusively as stated herein.

**11. SUBSTITUTES, CHANGES AND IMPROVEMENTS.** Factors beyond Seller's control and the need for continuing improvement of its goods may require changes in its goods from time to time. Seller reserves the right to make reasonable changes of goods of any kind without notice, and to deliver revised designs or models of goods against any order, unless the right is specifically waived in writing. Seller shall have no responsibility whatever with respect to changes made by the manufacturer of goods sold but not manufactured by Seller. Buyer's requested order changes are subject to Seller's prior written approval and to adjustments in price, scheduling and other affected terms and conditions, which shall be documented in a writing signed by both parties before such change order shall be implemented by Seller.

**12. RETURNS.** Goods may not be returned for credit until and unless Seller has given consent in writing to accept them. Materials not normally stocked by Seller will not be accepted for credit allowance except at Seller's option. Materials returned without Seller's approval will be credited at Seller's evaluation. A minimum 15% restocking charge, plus freight charge, will be imposed on the return of stock items when such returns are authorized by Seller.

**13. CANCELLATION AND DELAY.** Any delay, suspension or cancellation of an order by Buyer shall be subject to Seller's Cancellation and Delay Policy.

# Five Year Power Transformer Warranty

SPX Transformer Solutions, Inc. warrants to the original purchaser that the complete transformer, together with all parts included in the original purchase (the "Transformer"), has been designed in accordance with the specifications of the original purchaser and that the Transformer will be free from defects in material and workmanship under normal use and service for a period of five (5) years from the date of arrival of the Transformer at its destination from the factory. SPX Transformer Solutions' liability under this warranty does not extend to defects caused by vandalism, improper installation, improper maintenance, alterations by purchaser, purchaser-furnished materials, or improper operation. For this warranty to be valid, SPX Transformer Solutions requires that all transformer windings shall be protected from surges with arresters mounted on the transformer tank or an insulation coordination study may be required.

**A Customer Service Representative must be present during field assembly, vacuum filling (if required) and inspection of the installation prior to energization. In the event that the Transformer is relocated, a Customer Service Representative must be present during field re-assembly, vacuum-filling (if required) and inspection of the re-installation prior to re-energization.**

**Purchaser forfeits the provisions of the Five Year Warranty if either of these service requirements is not followed.**

If any part is found to contain defects in material and/or workmanship during the five year warranty period, SPX Transformer Solutions' liability and Purchaser's remedies under this warranty shall be limited solely to repair or replacement, at SPX Transformer Solutions' option, of the defective part. Decision on the method and extent of repairs rests solely with SPX Transformer Solutions. Purchaser shall give SPX Transformer Solutions prompt written notice of any claim hereunder. SPX Transformer Solutions shall be given a reasonable opportunity to investigate all claims, and no parts may be returned to SPX Transformer Solutions without authorization and instructions from the Customer Service Department.

During the first year, this warranty covers any freight within the 48 contiguous states by common carrier in full. This warranty also covers the cost of removal from the site and reinstallation after repair, subject to a limit of 10% of the original selling price. Costs of moving structures or associated equipment are excluded. During the last four years, transportation, moving and reinstallation costs are excluded from this warranty.

Under no circumstances will SPX Transformer Solutions be responsible for damage in excess of the sale price to Purchaser for the goods and/or services for which damages are claimed.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPX TRANSFORMER SOLUTIONS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES OF ANY KIND, INCLUDING LOSS OF PROFITS.

In the event a performance bond is provided as part of the contract to which this warranty applies, the Surety's liability shall be limited to one (1) year from the date of delivery of the Transformer. The remaining four (4) year warranty period is solely the obligation of SPX Transformer Solutions.

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TC04-0615F

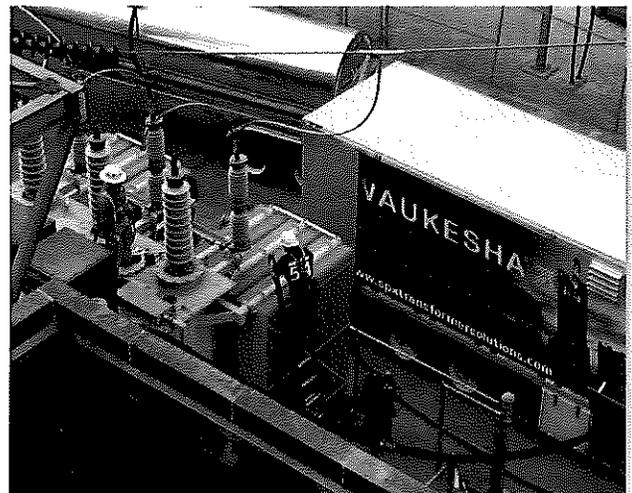
# Assembly & Testing: Oil-Filled Units

*applicable for transformers < 60 MVA base rating and < 230kV*

If included in the quoted price or selected as an "adder" as outlined in the proposal, Waukesha® Service crews and equipment will perform the transformer installation once the transformer has been placed on the pad. The assembly and testing work will be composed of the following:

## ASSEMBLY

- Drain and store in SPX Transformer Solutions'-supplied storage tanks any oil required to access bottom terminations of bushings
- Install, connect and tape, as necessary, all bushings
- Hang and brace radiators and/or fans
- Mount oil preservation system, if required
- Mount lightning arresters, if required
- Mount control cabinet, if required
- Mount any miscellaneous items removed for shipment
- Hang any conduit removed for shipment; pull and terminate associated wiring



## OIL FILLING

- Add top off oil in accordance with SPX Transformer Solutions' Instruction Leaflet Document No. 2011

## TESTING

As specified in SPX Transformer Solutions' Pre-operational Testing Instruction Booklet No. 2012, the minimum acceptance tests include the following:

- Bushing power factor and capacitance
- Core megger
- Transformer turns ratio
- Insulation power factor
- Insulation resistance
- Functional check of unit control cabinet
- Oil test after filling
  1. Moisture content
  2. Power factor
  3. Dielectric strength
  4. Flash and fire point (natural ester fluid units only)

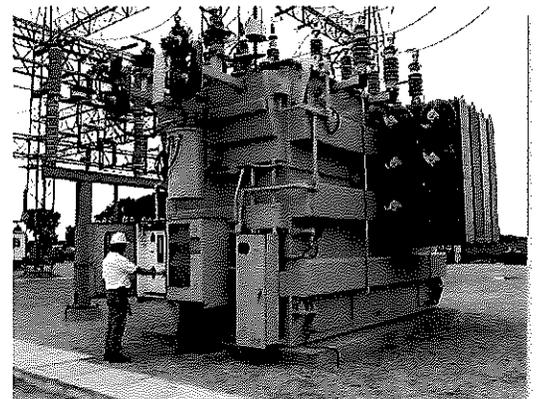


*See next page for Scope Clarifications.*

**SCOPE CLARIFICATIONS**

For all transformer installations, the following apply:

- Purchaser shall be responsible for switching, lock out and grounding of any equipment necessary to establish safe work area.
- Purchaser shall provide suitable, free, clear, unlimited and compacted access route, roads and area around work location for access of service equipment.
- Purchaser shall connect all external protection, control and relay wiring, as required.
- Purchaser shall connect all external bushing terminations or bus work, as required.
- Purchaser shall assemble any deluge systems, as required.
- SPX Transformer Solutions will compile all crating and waste material in designated area; however, purchaser shall be responsible for disposal of solid wastes.
- Purchaser shall provide drum and dispose of all waste, flush and scrap oil generated in execution of work.
- Purchaser shall provide communication and sanitation facilities.
- No provisions have been included for secondary oil containment as may be required for compliance to local site SPCC programs.
- No provisions have been included for Union Labor requirements.
- Any site specific or customer required access and/or safety training is not included in pricing and would be billed at applicable field service rates.
- If a natural ester fluid is included in this quotation, acceptance test results of that fluid will differ from the typical values of transformers filled with mineral oil. Insulation power factor values are expected to increase and insulation resistance values are expected to decrease when compared to test values with mineral oil insulation system.
- If a natural ester fluid is included in this quotation, Purchaser shall be responsible for disposal of all totes/drums utilized for make-up and flush oil that is generated during course of project. SPX Transformer Solutions can arrange for disposal upon request at additional cost.



Should additional requirements, tests and/or processing procedures apply, please contact SPX Transformer Solutions' Service group for pricing at 800.758.4384.

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TC08-0518C

## Cancellation / Delay Policy

1. Cancellation of an order will be accepted after the purchaser has given written notice. If the cancellation occurs during the period from the date of order entry to twelve (12) weeks after order acknowledgement, the cancellation charges will be the actual work hours expended on the job performed at a rate of \$250 per hour or a minimum of five percent (5%) of the purchase price, whichever is greater.
2. If the cancellation occurs after approval drawings have been issued by SPX Transformer Solutions, the termination charge will be thirty percent (30%) of the purchase price.
3. Notwithstanding items 1 and 2 above, if the order is cancelled twenty six (26) weeks or less prior to shipment, the cancellation charge shall be one hundred percent (100%) of the purchase price.
4. If the order is suspended or shipment is delayed twenty six (26) weeks or less prior to the scheduled ship date, the equipment will be completed, invoiced, and stored at the customer's expense in accordance with the terms of SPX Transformer Solutions' Storage Policy and Customer shall issue the required storage documentation.
5. If a request to delay shipment changes the scheduled ship date, a mutually agreed upon adjustment to the base price may be necessary.

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TC11-0407B

# Transformer Storage Policy

Purchaser - Company Name

SPX Transformer Solutions Order / Transformer Unit No.

SPX Transformer Solutions, Inc. has limited facilities for storing new transformers and any related equipment (collectively the "Transformer") in the event that the customer cannot accept delivery upon completion of manufacture. The facilities are intended only for short-term outdoor storage. Therefore, increased rates apply for storage exceeding three months.

- 1) In order to comply with SPX Corporation's company-wide accounting policy for bill-and-hold transactions, **SPX Transformer Solutions must receive from the customer a signed Request for Storage, per the attached form, submitted on the customer's letterhead, prior to placing any equipment into storage.** Notification to SPX Transformer Solutions is defined as receipt of the signed Request for Storage at our offices.
- 2) The Request for Storage must state that title and risk of ownership of the Transformer transfer to the customer at the time the Transformer is placed into storage. The warranty period for any Transformer placed in storage starts upon arrival at the destination or six months after completion of manufacture, whichever occurs first.
- 3) Storage by SPX Transformer Solutions is contingent upon the availability of storage space at the facility. SPX Transformer Solutions may require the customer to accept shipment from storage after 3 months in storage, upon 30 days prior notice.
- 4) The charge to move the Transformer into and out of storage is **\$4,000 in / \$4,000 out.**
- 5) Storage periods greater than 30 days will result in monthly storage fees. One-half percent of the Transformer price shall be charged for each month, or portion of a month, of storage. The minimum charge for storage shall be **\$1,500 per month.** After three months in storage, the monthly rate increases to one percent of the Transformer price (**\$3,000 per month minimum**). The Request for Storage also grants SPX Transformer Solutions a security interest in the Transformer to secure payment of the purchase price and storage fees.
- 6) The above noted storage fees include open cargo and storage insurance coverage, purchased in the customer's name for the customer-owned Transformer. A certificate of insurance can be provided upon request.
- 7) The Transformer will be invoiced to the customer when the Transformer is placed into storage. Storage fees will also be invoiced to the customer on a monthly basis.
- 8) Terms of payment are Net 30 Days from date of invoice.
- 9) For storage periods greater than 90 days, the delivery charges are subject to review at the time of shipment from storage. If there are any increases in freight or rigging rates or oil-filling costs from the time the equipment is invoiced to the time it is actually shipped out of storage, customer will be invoiced and required to pay the additional costs.
- 10) SPX Transformer Solutions requests four weeks advance notification for shipping out of storage to ensure that shipping preparations are completed in time to meet the designated ship date. If the anticipated date for removing a Transformer from storage changes, the customer shall request in writing that SPX Transformer Solutions grant an extension to the new anticipated removal date and provide the reasons for requesting an extension.

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TC03-2150

# Request for Storage

(this request must be submitted on purchaser's letterhead)

\_\_\_\_\_  
*Purchaser - Company Name*

\_\_\_\_\_  
*Purchaser Address*

\_\_\_\_\_  
*Purchaser Address*

-----  
Date: \_\_\_\_\_

CHECK APPLICABLE MANUFACTURING/STORAGE LOCATION:

**SPX Transformer Solutions, Inc.**  
400 S. Prairie Ave.  
Waukesha, WI 53186

**SPX Transformer Solutions, Inc.**  
2701 US Highway 117 South  
Goldsboro, NC 27530

ATTN: \_\_\_\_\_  
*Sales Operations*

REF: Purchase Order No. \_\_\_\_\_

SPX Transformer Solutions Order / Transformer Unit No. \_\_\_\_\_

[Insert Customer name], located in [insert customer location] is not ready to use power transformer purchased on the above referenced purchase order and, therefore, requests that SPX Transformer Solutions, Inc. store the transformer at its location.

Please bill and store the transformer for us as of [insert date, 20\_\_]. We accept title and risks of ownership of the listed transformer as of the related invoice date and normal payment terms begin on that date. We expect shipment will be required by [insert anticipated shipment date].

We have received the SPX Transformer Solutions Storage Policy and agree to the terms of the policy. Please invoice us for the applicable storage fees on a monthly basis.

Sincerely yours,

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Type or Print Name*

\_\_\_\_\_  
*Title*

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TC03-215C

# Transformer Oil Specification

(as received from refiner)

SPX Transformer Solutions' standard is inhibited mineral oil with 0.3% DBPC (oxidation inhibitor). Oil meeting other specific customer requirements may be available upon request.

Oil is purchased only from approved domestic sources, and for each approved source, oil has been tested and proven to meet the following specification values:

KEY PROPERTIES	ASTM TEST METHOD	IEEE / ASTM D-3487 LIMITS
<b>Physical Properties</b>		
Color	D1500	0.5 max
Flash point, °C	D92	145 min
Interfacial tension @ 25°C (dynes/centimeter)	D971	40 min
Pour point, °C	D97	-40 max
Specific gravity @ 15°C/15°C	D1298	0.91 max
Viscosity, SSU/cSt @	D88 / D445	
100°C		36 / 3.0 max
40°C		60 / 11 max
0°C		350 / 76.0 max
Polychlorinated Biphenyls (PCBs) ppm	D-4059	Not Detectable
Visual appearance	D1524	Clear and Bright
<b>Chemical Properties</b>		
Aniline point, °C	D611	63 min
Approved antioxidant content, wt %	D2668, D1473	0.30 max
Corrosive sulfur <sup>1</sup> Test to be run for 48 hours @ 150°C	D1275	Non-Corrosive
Moisture, ppm	D1533	35 max*
Neutralization number, mg KOH/g of oil	D974	0.03 max
Oxidation stability Method A (acid / sludge test)	D2440	
72 hours sludge, wt %		0.10 max
Neutralization value, mg KOH/g		0.30 max
164 hours sludge, wt %		0.20 max
Neutralization value, mg KOH/g		0.40 max

\*35 ppm max as received from refiner; SPX Transformer Solutions dehumidifies to lower value for installation in transformer.

Continued on next page...

KEY PROPERTIES	ASTM TEST METHOD	IEEE / ASTM D-3487 LIMITS
<b>Electrical Properties</b>		
Dielectric breakdown voltage at 60 hertz Disc electrodes, kV VDE electrodes, kV @ 0.040-in. gap or @ 0.080-in. gap	D877  D1816* D1816*	30 min  28 min 56 min
Dielectric breakdown voltage 25°C impulse conditions, kV Needle (negative)-to-sphere (grounded) @ 1-in gap	D3300	145 min
Power factor at 60 hertz, % at: 25°C 100°C	D924 D924	0.05 max 0.30 max
Gassing Tendency @ 80°C (µL/min)	D-2300 B	+ 30 max

\*D1816 only applies to new oil that has been filtered, dehumidified and degassified.

Oil shall be PCB-free to existing current law. Properties as listed are only attainable on new oil as received from the refinery. It is expected that oil contained in equipment as received from the manufacturer when properly sampled from such equipment usually exhibits characteristics slightly different from those obtained from new oil, which has not been in contact with apparatus constructional materials. In such cases, the oil, as drawn from the transformer, should be evaluated per IEEE C57.106 latest revision for acceptance and maintenance of insulating oil in equipment.

**IN-PLANT QUALITY CONTROL**

In addition to extensive testing by an independent testing laboratory to determine approved sources of supply, SPX Transformer Solutions performs acceptance tests on each shipment of oil received.

SPX Transformer Solutions receives oil at its plants in dedicated tank cars and trucks. Upon arrival, acceptance testing is performed before the oil is unloaded into an SPX Transformer Solutions storage tank. Prior to filling a transformer, oil is degassified and dehumidified, passed through Fullers Earth and re-filtered at various points in the process.

# Transformer Paint Systems

SPX Transformer Solutions, Inc. provides as standard a coating system that exceeds the requirements of ANSI C57 12.28, "Enclosure Integrity—Above-Ground Pad-Mounted Enclosures" Specification (the specification for pad mounted equipment). The coating system consists of an epoxy primer with a polyurethane topcoat. This process has been both lab tested and field evaluated.

Coating system processes used for the transformer are as follows:

## SUBSTRATE

Hot rolled low alloy steel.

## SURFACE PREPARATION

The performance of a coating system is highly dependent upon the condition of the surface to which the coating is applied. All sharp edges, scale, weld spatter and surface irregularities shall be removed by shot blasting, hand grinding, sanding or other appropriate manufacturing procedures.

Shot blasted per SSPC-SP6 (Commercial Blast Cleaning) then detergent washed with an iron phosphate conversion coating and a non-chrome seal.

-or-

Blast to SSPC-SP10 (near white) condition and apply paint within 24 hours.

## COATING PROCEDURE

Interior of tank and tank cover are coated using a white, two-part, oil-resistant epoxy enamel. The exterior surfaces are first painted using a two-part epoxy primer then top coated using a two-part urethane enamel. All coating materials are applied using plural component equipment that automatically measures and mixes the paint systems to eliminate operator error. The coatings are then force cured to produce a uniform cured coating.

## COATING RESULT

Interior coating compatible with transformer oil per ASTM 3455; 3 mil exterior coating capable of meeting ANSI C57.12.28

The two-component coatings used for painted surfaces have a high crosslink density and an exceptional barrier property characteristic. Two-component systems develop full corrosion resistance at a 2 mil total film thickness (primer and topcoat); in fact, the mechanical properties of any organic coating will deteriorate as the thickness approaches 5 mils. For these reasons, the SPX Transformer Solutions paint system exhibits optimal performance at a nominal 3 mil thickness (range 3–5 mils).

**NOTE:** Radiators are purchased from an outside supplier and are hot dip galvanized or painted to meet the customer's specification.

*See next page for paint system test results.*

**EXTERIOR PAINT SYSTEM PERFORMANCE**

TEST	ASTM TEST METHOD	RESULTS
Adhesion	D-3359-B	No Removal
Salt Spray	B-117	1500 Hrs, 1/32" Loss of Adhesion
Humidity	D2247	1000 Hrs @ 40°C; No Blisters
Impact	D-2794	160 in/lbs., No Chipping
U-V Resistance	G-53	500 Hrs, Less than 15% Gloss Change
Taber Abrasion	D-4060	More than 3,000 Cycles @ 3 Mils
Oil Resistance	72 Hrs @ 100°C	No Effect
Thermal Aging	1,000 Hrs @ 120°C	No Effect
Pencil Hardness	D-3363	2-H After 2 Weeks
VOCs	D-2369	3.5 #/gal.

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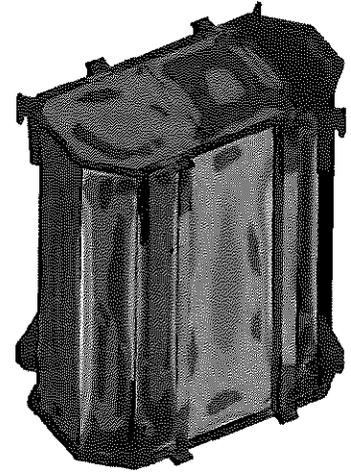
TC02-0812C

# Transformer Tank Design and Construction

Tank integrity is essential for reliability and long transformer life. To help ensure a perfect fit to the application, SPX Transformer Solutions designs all transformer tanks to high internal standards while taking customer specifications into account.

**All Waukesha® transformer tanks feature the following:**

- Hot-rolled, low carbon steel plates plasma cut to critical tolerances then joined via submerged arc welding to ensure against cracked seams and irregularities
- Formed tank corners which eliminates high stress corner welds
- Jack pads and lifting hooks for lifting, jacking or pulling, meeting the criteria of C57.12.10
- Guides used to solidly "fit" and brace the completed core and coil assembly inside the tank to prevent shifting during shipment
- Slightly domed covers to help prevent water accumulation
- Raised flanges with machined gasket grooves in cover openings
- Conveniently located hand holes and/or manholes for easy access to the lower end of bushings, terminal boards and upper portion of core and coil assembly



Finite Element Analysis

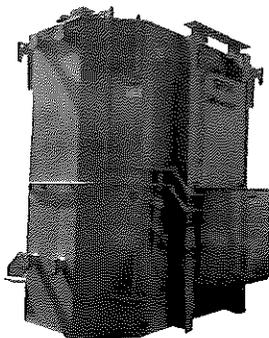
Additionally, SPX Transformer Solutions' standard coating system exceeds the requirements of ANSI C57.12.28, the specification for pad-mounted equipment.

## TANK DESIGN STYLES

SPX Transformer Solutions uses several tank design styles to optimize the use of tank steel, transformer oil and lead time. All are designed to withstand full vacuum and pressures 25% greater than achieved during normal operation. The tank design shown on the preliminary bid outline is an initial estimate and *subject to change based on the optimum design criteria*. The best tank design is chosen based on unit specifications, including overall dimensions, equipment location, cooling requirements and shipping profile.

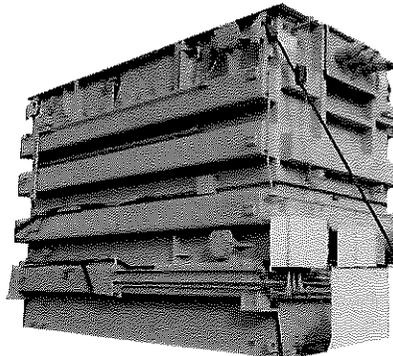
### Octagonal Tank Design

Octagonal end walls are used when possible to optimize total oil volume and installed transformer weight, resulting in lower overall footprint.



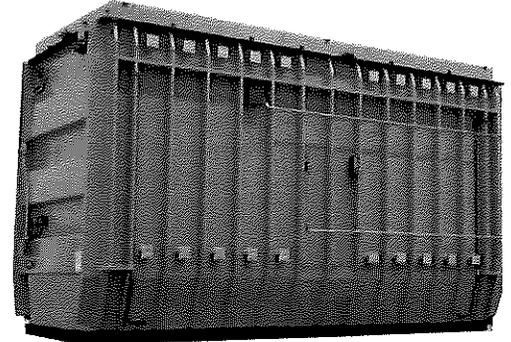
### Rectangular Tank Design

Horizontal stiffener designs can be used where full length walls are necessary for mounting various accessories. This configuration can also be used for air expansion on N2 and sealed tank designs to reduce tank height for improved shipping clearances.



### Vertical Stiffener Design

Vertical stiffeners are used on larger units when necessary to reduce shipping profile width by using multiple vertical stiffeners. This design is also used on some longer units to produce an optimum tank design with minimal tank wall deflection.



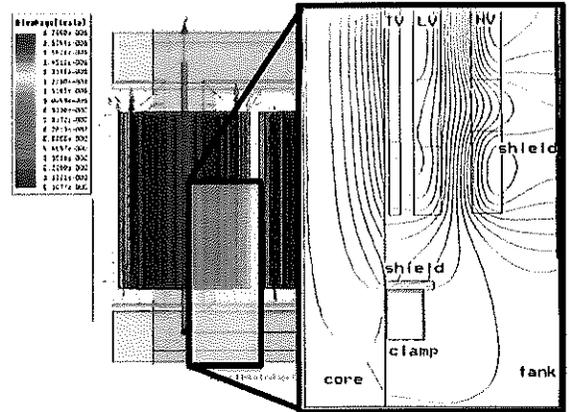
**Goldsboro, NC 800.758.4384 | Waukesha, WI 800.835.2732 | [www.spxtransformersolutions.com](http://www.spxtransformersolutions.com)**

TC15-1014A

# Short Circuit Testing

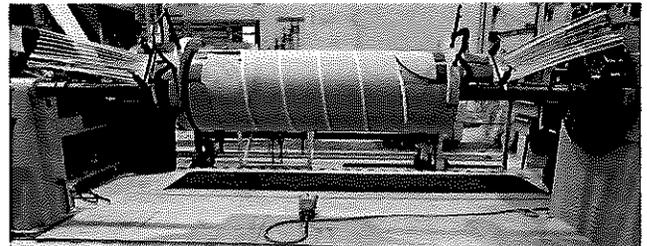
## DESIGN

All SPX Transformer Solutions transformers are designed with state-of-the-art tools and manufactured in our factories per strict quality assurance plans to ensure survival through even the worst-case faults. To start, worst-case fault currents are determined assuming infinite bus supply (zero system impedance) for single line to ground as well as three phase faults at the transformer terminals. Using this fault current, all designs are analyzed with detailed stress calculations for worst case combinations of tap positions (LTC and DETC) for all known failure modes. These stresses are then compared to known strengths for each of the failure modes and must have acceptable design margins as set by SPX Transformer Solutions.



## MANUFACTURING

All windings are manufactured with rectangular, electrolytic-grade copper conductor or epoxy-bonded, continuously transposed cable (CTC). Radial spacers are locked to strips fastened to the winding cylinders. These radial spacers and other support blocks in the pressure column are manufactured from high density, pre-compressed pressboard or laminated wood. Other specialized components—angle/cap rings, coil collars and static ring insulation—are manufactured from molded grade, soft pressboard as required.



Fully Distributed Regulating Voltage Winding

After the windings are completed, they are thoroughly dried using hot air. After removal from the dryout chamber, coils are hydraulically pressed successively using a predetermined force then pressed again using the clamping force they will experience when fully assembled. When required, radial spacers are adjusted to achieve the required design height, maintaining the design's "electrical center" of the windings for ampere-turn balance, stray flux and axial force mitigation.

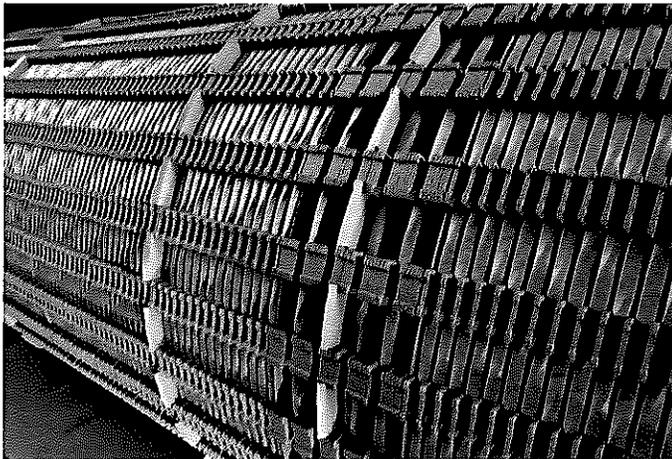
The coils are clamped in place by first applying a precise, hydraulic force which compresses the windings to the design height as verified in the coil sizing operation (as described in the paragraph above). In this condition, the coils are fastened in place to maintain a compressive force as specified by SPX Transformer Solutions engineering. Verifying exact clamping pressure and winding height in this manner helps guarantee a finished product that conforms to what was designed in engineering.

The entire clamping technique and underlying scientific principles on which it is based are major contributors to the outstanding SPX Transformer Solutions service record.

See next page for a list of transformers tested for short-circuit at high power laboratories.

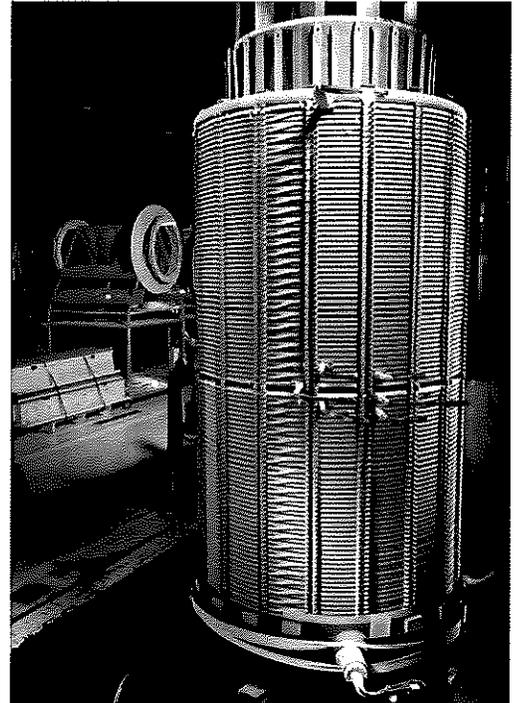
SPX TRANSFORMER SOLUTIONS SHORT CIRCUIT TEST LIST:

MVA RATING	HV RATING	LV RATING	MANUFACTURING PLANT LOCATION
0.833	67 kV Delta	12.47 kV Wye	Wisconsin
5 / 6.25	24.4 kV Delta	4.16 kV Wye	Wisconsin
5 / 6.25	26.4 kV Delta	4.16 kV Wye	Wisconsin
5 / 6.25	59.58 kV Wye	10.66 kV Wye	Wisconsin
5 / 6.25	67 kV Delta	12.47 kV Wye	Wisconsin
7.5 / 9.375	69 kV Delta	12.47 kV Wye	Wisconsin
7.5 / 9.375	138 x 69 kV Delta	26.4 X 13.2 kV Wye	Wisconsin
12 / 16 / 20	66 kV Delta	14.4 kV Wye	Wisconsin
15 / 20	67 kV Delta	12.47 kV Wye	Wisconsin
15 / 20 / 25	69 kV Delta	12.47 kV Wye	Wisconsin
1.0	12.47 kV Delta	4.8 kV Wye	North Carolina
3.75	23 kV Delta	4.8 kV Wye	North Carolina
5.0	34.4 kV Delta	12.47 kV Delta	North Carolina
5.0	69 kV Delta	12.47 kV Delta	North Carolina
7.5	23 kV Delta	12.47 kV Wye	North Carolina
7.5	115 kV Delta	13.2 kV Wye	North Carolina
10.0	43.8 kV Delta	24.9 X 12.47 kV Wye	North Carolina
5 / 6.2	34.5 kV Delta	12.47 kV Wye	California
15 / 20	67 kV Delta	12.5 kV Wye	California
15 / 20	67 kV Delta	12.5 kV Wye	California
15 / 20 / 25	120 kV Delta	13.2 kV Wye	California
15 / 20 / 25	120 kV Delta	13.2 kV Wye	California
18	39.5 kV Delta	4.8 kV Delta	California
30	230 kV Delta	55.2 kV Delta	California



Helical Winding with CTC

Continuous  
Disk  
Winding  
with  
Copper  
Magnet  
Wire

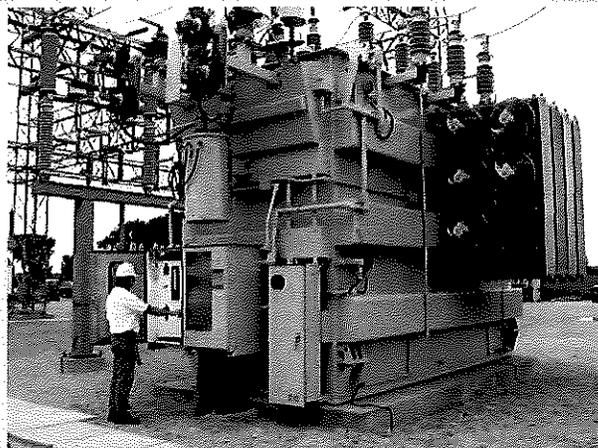


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TC07-1008A

# Transformer Service Solutions to 765kV

AVAILABLE FOR ALL MANUFACTURERS' UNITS



*SPX Transformer Solutions' service team focuses on maintaining performance quality, reliability and life of transformers and load tap changers throughout your electric power system — whether manufactured by SPX Transformer Solutions or other suppliers. Our mission is simple: to keep your transformers up and running with responsive and cost-effective service and maintenance support 24 / 7 / 365.*

#### TRANSFORMER INSTALLATION & LOGISTICS

- Heavy Hauling
- Rigging
- Assembly
- Oil Filling
- Acceptance Testing
- Relocation



#### TRANSFORMER OIL PROCESSING

- Field Dry Out
- Vacuum Filling
- Hot Oil Processing
- Cryogenic Drying (Cold Traps)
- Fullers Earth Reclamation
- Natural Ester Retrofills

#### LTC MAINTENANCE

- All Manufacturers
- Inspections
- Overhauls
- Upgrade Kits
- Filtration Installation
- Core Replacement
- Vacuum Retrofits

#### TRANSFORMER TESTING SERVICES

- Insulation Resistance
- Power Factor
- Transformer Turns Ratio
- Winding Resistance
- CT Testing
- Leakage Reactance
- Winding Excitation & Alarm Checks
- Gauge Calibration
- Sweep Frequency Response Analysis
- Dissolved Gas Analysis & General Chemistry Test
- Materials Analysis

#### SPARE PARTS

- Bushings / Arresters
- Cooling Equipment
- Gauges / Controls
- Gaskets
- Transformer Health Products®
- LTC Parts

#### TECHNICAL SERVICES

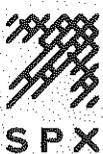
- Condition Assessment Studies
- Life Assessment Studies
- Thermal Uprate Studies
- Component Retrofits
- Failure Analysis
- Feasibility Studies
- Technical Supervision

#### TRAINING SERVICES

- LTC Training
- Maintenance Training
- Testing Training
- Print Reading
- Oil Processing Training

#### TRANSFORMER MAINTENANCE

- Inspections
- Component Addition & Replacement
- Regasketing
- Leak Repairs
- Life Extension
- Oil Preservation System Upgrades
- Control Upgrades
- Retrofits
- Removal, Sourcing and Installation of Conservator Aircells, Regardless of Original Manufacturer



CALL 800-758-4384

VISIT [www.waukeshaservice.com](http://www.waukeshaservice.com)

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Emergency Service Available 24/7/365: 888-365-24x7

# Waukesha® UZD®

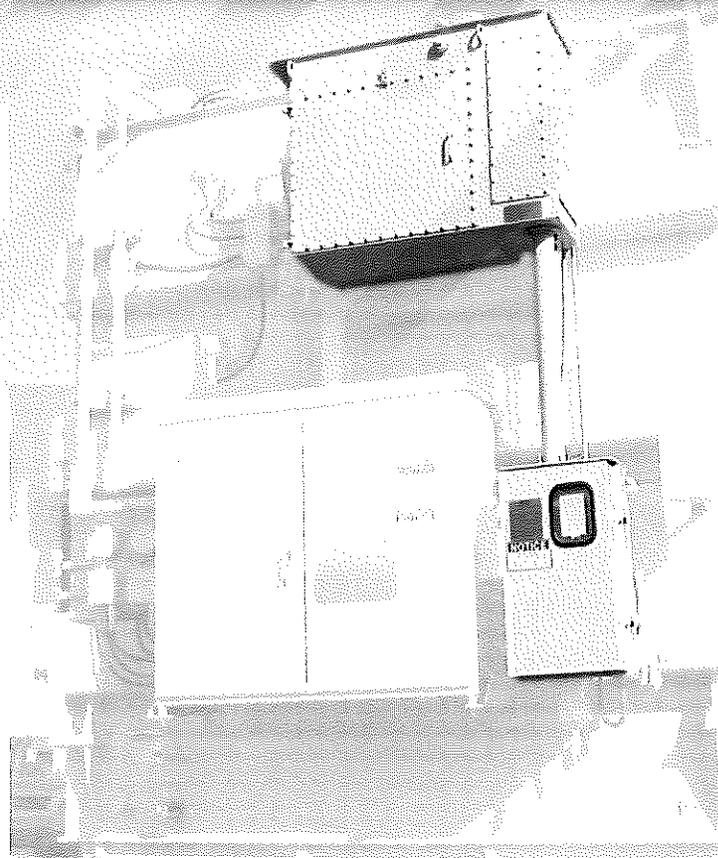
THE SERVICE-PROVEN LOAD TAP CHANGER!

*With more than 6,500 units installed, Waukesha's UZD Load Tap Changers boast an excellent field performance record. Design improvements made in the 1990s reduced the already low failure rate to one of the lowest in our industry, reduced maintenance costs and increased maintenance intervals. When compared to the cost of downtime, out-of-service operation and costly repairs, the UZD LTC system is a cost-effective way to keep your transformer operating as smoothly as the day it was installed!*

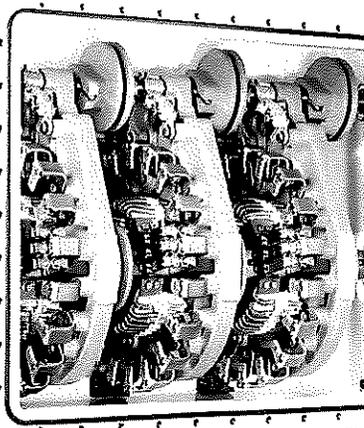
A load tap changer, regardless of manufacturer, is a complex engineered device with numerous moving parts requiring precise engineering, correct material selection and controlled manufacturing to operate reliably for a long period of time.

In many cases, the true reliability of a load tap changer becomes evident only when a transformer has been in service for several years and the load tap changer accumulates 100,000 plus mechanical operations.

Since the UZD's initial introduction in 1970, it has accumulated in excess of 110,000 YEARS of operational service and an estimated 550 MILLION switching operations. Ongoing continuous improvement programs, in coordination with our customers, resulted in several design enhancements that help increase overall operational life as well as virtually eliminate the need to perform maintenance inside the oil.



## KEY ADVANTAGES OF THE WAUKESHA® UZD® LOAD TAP CHANGER



### Re-Engineered Reversing Switch and Current Collector ("Bow-tie") System

Since the re-engineered reversing switch and current collector system were introduced in 1997, no known failures due to coking have occurred.

### Silver-Plated Copper Contacts with Tungsten Copper Inserts

Stationary contacts for long life and low temperature rise.

### Resistive Bridging

High-speed operation results in extremely low contact wear and manageable levels of arcing by-products. For optimal results, we recommend applying an oil filtration system.

### LTC and Series Transformer System

For applications with greater than 600 ampere current ratings, a series transformer is recommended to allow for an optimal volts/turn design of the main transformer windings, even step regulation and smaller leads, while facilitating a reduction in current through the LTC contacts for less contact wear and longer life; a power-class series transformer design is recommended for high reliability.

### Spring Drive Mechanism

Stored energy system delivers split-second operation for minimum arcing time; in addition, each tap change is uniform and unaffected by possible auxiliary voltage fluctuations.

**OTHER NOTABLE FEATURES OF THE WAUKESHA® UZD® LTC**

**Single Set of Spare Contact Parts**

Due to the design flexibility of the series transformer, we utilize a single model LTC across a wide range of transformer voltage and power ratings.

**Easy to Maintain with Few Moving Parts**

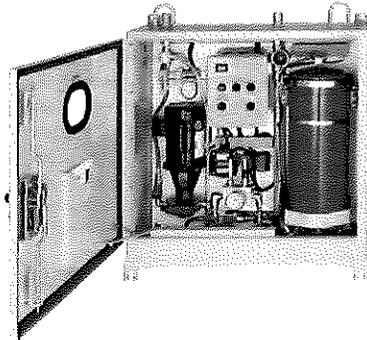
A single collector arm incorporates both the arcing contacts and tap selector contacts which reduces linkages, wear points and potential maintenance.

**RECOMMENDED ACCESSORIES**

Clean, dry oil increases dielectric strength, thereby reducing arcing time. The accessories below help keep carbon particles, metal particles and moisture out of tap changer oil:

**OF2 Oil Filtration System**

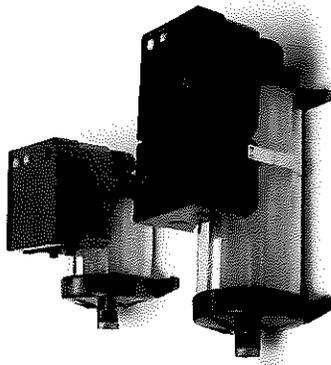
Designed to remove carbon and metallic particles produced during normal LTC operation. The system includes an adjustable timer for customized configuration and a 1/2 HP, fully enclosed, continuous run rated, auto-thermal resetting motor.



Another feature of the OF2 is a tilt-out, tool-free filter replacement system which allows the filter cartridge to be changed without disconnecting oil lines or reversing the pump—dirty oil stays in the filter while LTC compartment oil stays clean. Additionally, our OF2 ships standard with a unique, high-efficiency, depth-type filter that offers long element life and provides the capability to filter more efficiently than pleated-type models. The system is also adaptable to a variety of industry standard filters. Other features include low flow and high pressure alarms, anti-condensation cabinet heater and remote system shut down relay.

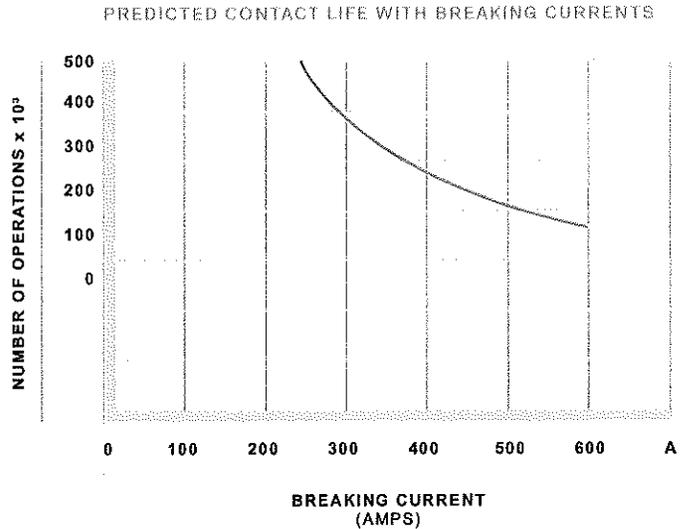
**ARDB2 Auto-Recharging Dehydrating Breather**

Automatic recharging of silica gel maintains peak drying performance and reduces maintenance costs by eliminating the need for periodic replacement/disposal of saturated silica gel.



**CONTACT LIFE**

Predicted contact life of the selector switches' fixed and moving contacts is shown below. Since most transformers are not consistently operated at maximum nameplate rating, some tap changes will be made at lower currents. These lower currents allow for less contact erosion due to arcing, so contact life may be longer than what is illustrated on this curve.



**WAUKESHA® UZD®  
LOAD TAP CHANGER  
SYSTEM DESIGNED FOR HIGH  
RELIABILITY AND LOW TOTAL  
OPERATING COST**

- Economical LTC solution to total transformer cost
- Well accepted in the US market
- Now available for sale to transformer manufacturers

Contact us for more information. To download an order form, technical manual, field maintenance manual and/or technical paper, visit our website.



CALL 800-338-5526  
VISIT [www.waukeshacomponents.com](http://www.waukeshacomponents.com)

SPX TRANSFORMER SOLUTIONS  
9011 Governors Row | Dallas, Texas 75247



# Load Tap Changer Oil Filtration Systems

REDUCE OIL-RELATED MAINTENANCE COSTS AND IMPROVE RELIABILITY

*Second generation oil filtration systems are designed to be installed on most LTC models to remove carbon and metallic particles produced during normal LTC operation, keeping oil in peak condition with minimal maintenance.*

For flexible operation, the system includes an adjustable timer which allows customers to configure the system to their specifications — daily, every other day, weekly or every other week in intervals of two, four, eight and 24 hours. Since filter replacement does not require pump reversal OR any disconnection of oil lines, the dirty oil stays in the filter while system oil stays clean and in peak condition (a convenient filter canister drain valve is included).

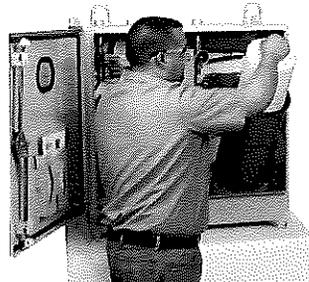
## 2ND GENERATION OIL FILTRATION SYSTEM: OF2

### Easier to Install and Maintain

Our standard OF2 system's design allows for easy installation and is equipped with a swing-out filter canister that makes filter replacements a quicker task.

### Unique High-Efficiency Filter Design with Tilt-Out Easy Filter Change System

Our depth-type filter uses a flow path parallel with the center tube instead of the conventional outside-to-inside flow. This flow path forces oil through a greater depth of filter material for more efficient filtration. *See back side for more information on this unique filter design and photo to the right demonstrating easy filter change-out process.*



### Minimum Turbulence in Reservoir

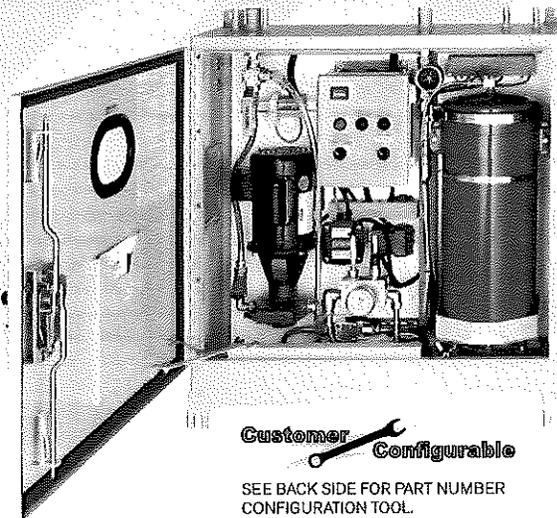
Pump maintains a flow rate of 1.0 GPM to minimize turbulence in the tank.

### Filter Adapter Kit Available for Alternate Style Manufacturer Cartridges

### More Economical

High efficiency filter reduces LTC mechanical wear which can minimize equipment failure and downtime. Economical purchase price combined with less frequent filter replacement can save you money.\*

\* Actual filter life varies depending on transformer loading and frequency of LTC operations and tap changer model.



Customizable 2nd Generation Oil Filtration System: OF2

Customer Configurable

SEE BACK SIDE FOR PART NUMBER CONFIGURATION TOOL.

## CUSTOMIZE YOUR OWN SYSTEM

OF2 oil filtration systems have been designed to meet the filtration demands of higher oil volume load tap changers while providing customization flexibility to meet individual customer specifications. The system is adaptable to a variety of industry standard filters and always ships complete with the following:

- 1/2 HP, fully enclosed, continuous run rated, auto-thermal, resetting motor
- High performance depth filter
- 5+ gallon leak-catch sump with sump alarm
- Low flow alarm
- High pressure alarm
- Anti-condensation cabinet heater
- Tilt-out, tool-free filter change system
- Visual flow indicator which can be monitored without opening the cabinet
- 0-160 psi, oil-filled pressure gage
- Customer selectable run-time and interval timer
- Run-time bypass switch
- Remote system shut down relay
- Heavy duty circuit breaker on incoming power
- 120 VAC operation

## OPTIONAL FEATURES

- 240 VAC Operation
- Alternate Filter Selection
- Additional 4-20 mA Flow Transmitter
- Additional 4-20 mA Pressure Transmitter
- Filter Canister Heater System
- LTC Entrance Tube with or without Hose
- Stainless Steel Cabinet

Particle/Moisture removal performance is dependent on make/model of customer-specified oil filter cartridge.

With the appropriate filter installed, the OF2 system can remove dissolved water, extremely fine carbon and metallic particles to maintain peak performance of LTC oil, extend the life of your equipment and lengthen the period between maintenance intervals.

# Build Your Own Part Number Using Configuration Below

OF2 - XXXXXX

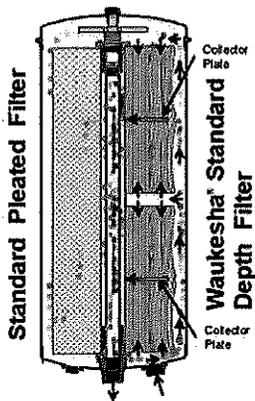
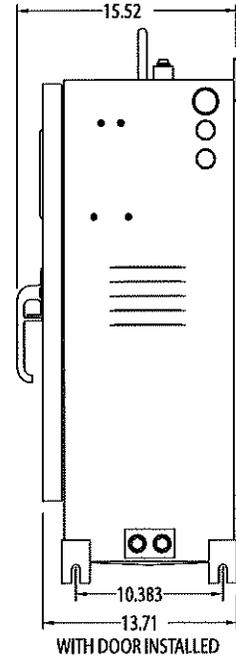
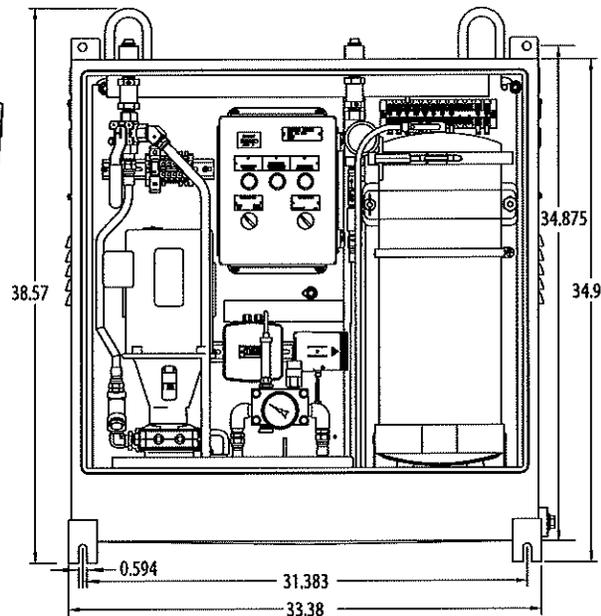
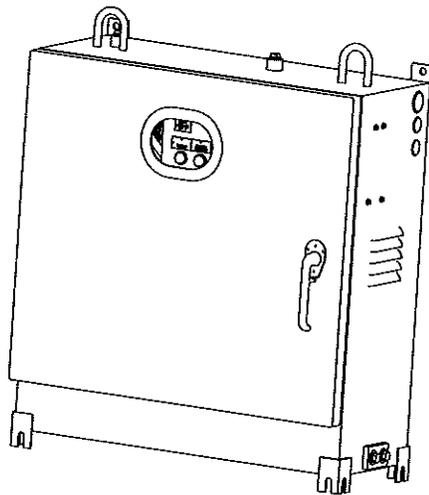
- SYSTEM TYPE**
- A** STANDARD SYSTEM (120VAC)  
STEEL NEMA 3R CAB  
1/2 HP MOTOR  
5 GAL LEAK SUMP  
OIL LEAK DETECTION  
TILT OUT FILTER CANISTER  
VISUAL FLOW INDICATOR  
0-100 PSI, OIL FILLED, GAGE  
RUIH INTERVAL TIMER  
RUIH TIMER BYPASS SWITCH  
RUIH-TIME METER  
REMOTE SHUTDOWN  
AUTO RESTART WITH POWER FAILURE (1030-1393 CAB.)
  - B** SAME AS OPTION 'A'  
EXCEPT WITH  
STAINLESS STEEL CAB  
(1030-1656 CAB.)
  - C** SAME AS OPTION 'A'  
EXCEPT FOR 240VAC  
OPERATION  
240VAC - 120VAC  
TRANSFORMER  
CONVERSION WIRING
  - D** SAME AS OPTION 'A'  
EXCEPT WITH  
STAINLESS STEEL CAB &  
240VAC OPERATION  
240VAC - 120VAC  
TRANSFORMER  
CONVERSION WIRING

- PUMP CAPACITY**
- 1 GAL PER RRH  
MECH. SEALS  
INTEGRAL BYPASS 0
- FILTER PACKAGE**
- WAUKESHA STAN.  
7 X 18 DEPTH  
COMO ELEMENT  
1030-1506 0
  - 7 X 18 DEPTH  
COMO ELEMENT-D  
1030-1642 1
  - 7 X 18 DEPTH  
FILMAX ELEMENT  
1030-1385 2

- LOW FLOW / LEAK ALARMS**
- STANDARD  
LOW FLOW & LEAK  
DETECTION WITH  
LOCAL LED  
INDICATOR AND  
ALARM CONTACTS 0
  - SAME AS OPTION '0'  
EXCEPT WITH  
FLOW TRANSMITTER  
(4-20 ma) 1030-1530 1
- HIGH PRESSURE ALARMS**
- STANDARD  
HIGH PRESSURE  
DETECTION WITH  
LOCAL WINDOW  
VISIBLE LED INDICATOR  
SYSTEM SHUTDOWN,  
AND ALARM CONTACT 0
  - SAME AS OPTION '0'  
EXCEPT WITH  
PRESSURE TRANSMITTER  
(4-20 ma) 1

- AMBIENT TEMPERATURE RANGE**
- 50° C TO 60° C  
AMBIENT  
HI-RECOVERY 200/400W  
ANTI-CONDENSATION  
HEATING 0

- PIPING**
- NONE 0
  - ENTRANCE TUBE  
ONLY  
1030-014K 1
  - ENTRANCE TUBE  
AND HOSE  
1030-048K 2



## WAUKESHA® STANDARD FILTER OFFERS LONG FILTER ELEMENT LIFE

SPX Transformer Solutions' depth-type filter element (in Standard OF2 System) features a unique fluid flow path: fluid runs parallel with the center tube (axial flow) rather than the conventional outside-to-inside flow (radial flow) of most pleated-type filters. The depth of fluid flow is optimized and provides the capability to filter more efficiently than pleated-type filters. Filter media is constructed as four rolls of filter paper. Oil flows between the layers of media until it reaches one of two collector plates. The collector plates route oil to the center of the element where it is discharged out of the element. The depth filter media has a much greater resistance to flow from outside to center (radial flow) than it does between the layers (axial flow) of filter material. Integrity of the filter element is maintained even as it accumulates contaminants and the Delta-p (pressure across the filter) goes up. Hydraulic pressure of the fluid compressing the layers of media together prevents a channel from forming that could allow oil to pass through the element unfiltered.

## REMOVES BOTH DIRT AND MOISTURE

- Filter material is dried cellulose fiber
- Optional -D filter can decrease water to under 5 PPM with multiple passes
- Micron rating: 1.0
- Rated for particles as well as free and emulsified water
- Total water holding capacity: 0.5 kg
- Beta X rating: >25 at 3 microns
- High rate of absorption enables oil to be reduced from 200 to less than 25 PPM in one pass using the optional -D filter element



CALL 800-338-5526  
VISIT [www.waukeshacomponents.com](http://www.waukeshacomponents.com)  
SPX TRANSFORMER SOLUTIONS  
9011 Governors Row | Dallas, Texas 75247

To continually improve its products and services, SPX Transformer Solutions, Inc. reserves the right to change specifications and features without notice. Please contact us for certified dimensions and drawings.

# CUSTOMER SURVEY RESULTS

In July 2018, the SPX Transformer Solutions Marketing & Sales department developed and distributed a customer survey to gain an honest assessment of how customers perceive the company, the Waukesha® brand and our associated products and services as well as an evaluation of the customer experience at our transformer plants. Breaking down the survey ratings into quantifiable findings, the results reflected well on our continuous efforts to provide a high quality, high value product for which the Waukesha® brand is known. Additionally, a sizable survey participation rate resulted in donations totaling almost \$1000 to selected charitable organizations.



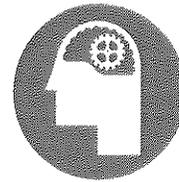
**97%**

SATISFIED WITH PRODUCTS & SERVICES



**96%**

FEEL LIKE A VALUED CUSTOMER



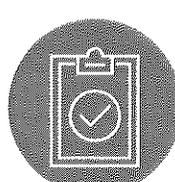
**96%**

BELIEVE SPXTS HAS TECHNICAL EXPERTS



**92%**

SAY DOING BUSINESS WITH SPXTS IS EASY



**96%**

SAY WAUKESHA® TRANSFORMERS ARE BUILT TO THE HIGHEST QUALITY & INDUSTRY STANDARDS



**99%**

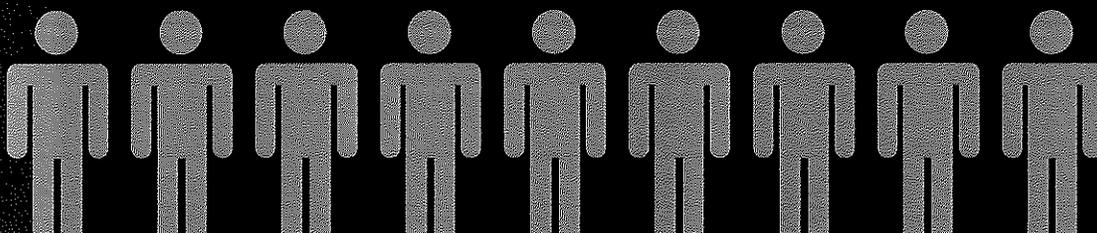
SAY WAUKESHA® TRANSFORMERS ARE RELIABLE

**\$630**

FALLEN LINEMAN ORGANIZATION

**\$300**

UNITED WAY WORLDWIDE



RESOLUTION 2020-4

WHEREAS, the City of Grand Island invited sealed bids for a Substation Transformer, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on December 31, 2019, bids were received, opened and reviewed; and

WHEREAS, SPX Transformer Solution, Inc., of Waukesha, Wisconsin, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$885,276.48; and

WHEREAS, the bid of SPX Transformer Solutions, Inc., is less than the estimate for the Substation Transformer.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of SPX Transformer Solutions, Inc., in the amount of \$885,276.48 for a Substation Transformer, is hereby approved as the lowest responsible bid.

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Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 10, 2020	☐ City Attorney



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item G-7

**#2020-5 - Approving Bid Award - Cooling Tower Chemicals for  
Platte Generating Station**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

**From:** Timothy Luchsinger, Utilities Director  
Stacy Nonhof, Interim City Attorney

**Meeting Date:** January 14, 2020

**Subject:** Purchase of Cooling Tower Chemicals

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

## Background

The Platte Generating Station utilizes a cooling tower, condenser and circulating piping as part of the plant's cooling water system. The system cooling water impurities are concentrated through an evaporative cooling process. The plant has routinely treated the water to prevent scaling, corrosion, fouling, and microbiological contamination. The annual cost of these chemicals has increased above the City Purchasing Code requirements. The plant environmental staff developed specifications for the purchase of the chemicals used for treatment of the water.

## Discussion

The specification for the Purchase of Cooling Tower Chemicals was advertised and issued for bid in accordance with the City Purchasing Code. The specifications require a firm price for the product to maintain the cooling tower water chemistry to minimize corrosion and no scale buildup.

Bids were publicly opened on December 31, 2019. Specifications were sent to two potential bidders and responses were received as listed below. The engineer's estimate for this project was \$130,000.00.

Bidder	Unit Price	Annual Price
Water Engineering, Inc. Mead, Nebraska	\$0.8200	\$65,079.00

Department staff has reviewed the bid for compliance with the detailed specifications. The bid from Water Engineering is compliant with specifications and less than the engineer's estimate.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the purchase of cooling tower chemicals be awarded to Water Engineering of Mead, Nebraska, as the low responsive bidder, for a not-to-exceed price of \$0.8200 per pounds of solution; an annual amount estimate at \$65,079.00. The actual annual amount will depend on City water usage.

## **Sample Motion**

Move to approve the purchase of cooling tower chemicals in the amount of \$0.8200 per pounds of solution to Water Engineering from Mead, Nebraska.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** December 31, 2019 at 2:15 p.m.  
**FOR:** Purchase of Cooling Tower Chemicals  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$130,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** December 14, 2019  
**NO. POTENTIAL BIDDERS:** 2

**SUMMARY**

**Bidder:** Water Engineering, Inc.  
Mead, NE  
**Bid Security:** Cashier check  
**Exceptions:** None  
  
**Bid Price:** \$0.82 per pound  
**Annual Total:** \$65,079.00

cc: Tim Luchsinger, Utilities Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent  
Karen Nagel, Utility Secretary

Pat Gericke, Utilities Admin. Assist.  
Patrick Brown, Finance Director  
Scott Sekutera, Regulatory Manager

**P2172**

RESOLUTION 2020-5

WHEREAS, the City of Grand Island invited sealed bids for Cooling Tower Chemicals, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on December 31, 2019, bids were received, opened and reviewed; and

WHEREAS, Water Engineering, Inc., of Mead, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$0.8200 per unit for an annual estimated price of \$65,079.00; and

WHEREAS, the bid of Water Engineering, Inc., is less than the estimate for Cooling Tower Chemicals.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Water Engineering, Inc., in the amount of \$0.8200 per unit – an estimated annual price of \$65,079.00 for Cooling Tower Chemicals, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
January 10, 2020	☒ City Attorney



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item G-8

**#2020-6 - Approving Certificate of Final Completion for Water Main Project 2018-W-10 - Custer Avenue from State Street to Capital Avenue**

Staff Contact: Tim Luchsinger, Utilities Director

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director

**Meeting:** January 14, 2020

**Subject:** Certificate of Final Completion for Water Main Project 2018-W-10 - Custer Avenue from State Street to Capital Avenue

**Presenter(s):** Tim Luchsinger, Utilities Director

## **Background**

Water Main Project 2018-W-10 has been completed by Van Kirk Brothers Contracting of Sutton, Nebraska. The project installed 2,700 linear feet of 8” ductile iron pipe along Custer Avenue from State Street to Capital Avenue. This replaced the existing 6” water main that was subjected to multiple breaks over its lifetime. A site map of the area is attached for reference.

## **Discussion**

The project has been completed in accordance with the terms and conditions of the contract documents and plans. The final contract amount for the work was \$385,401.00.

## **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

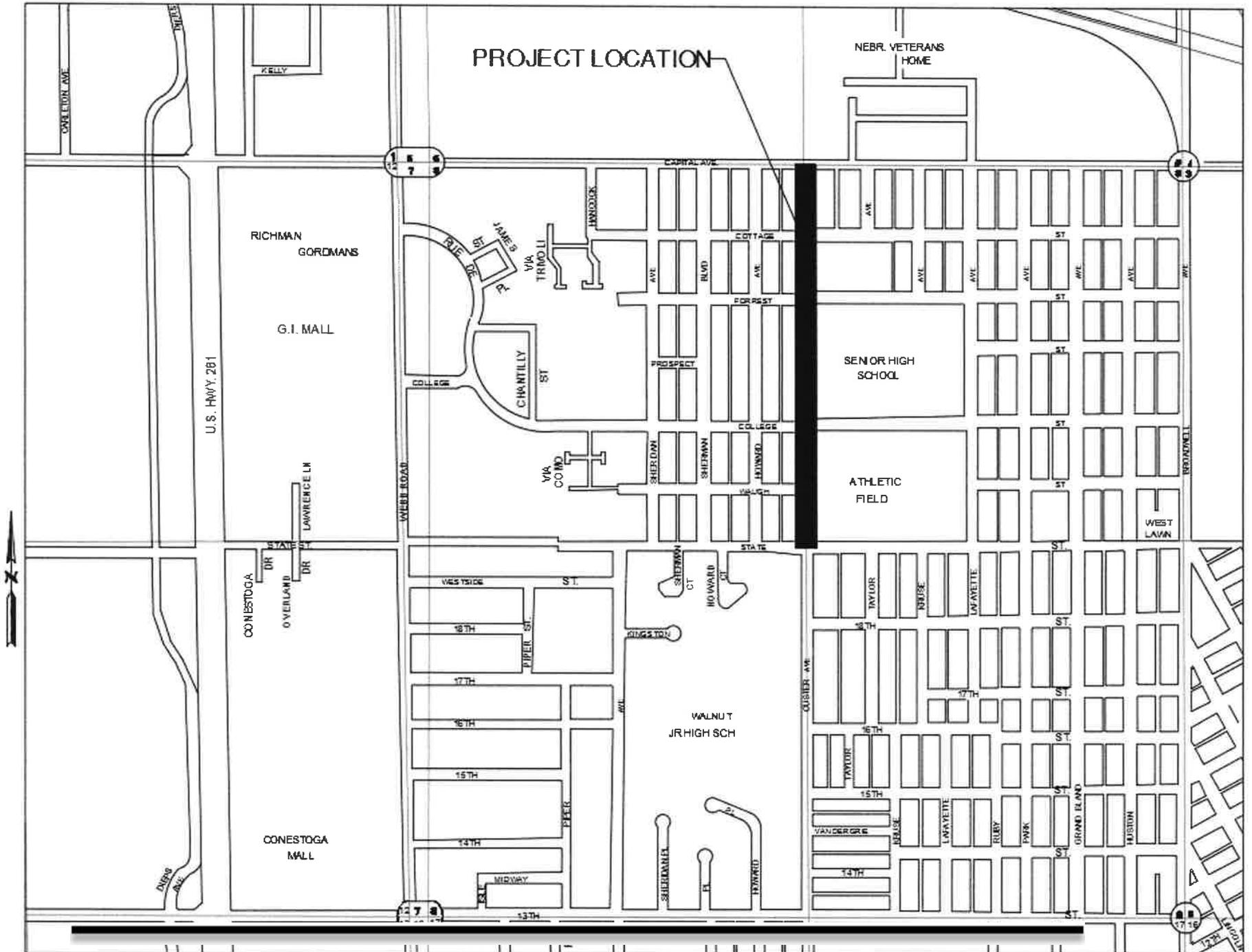
## **Recommendation**

City Administration recommends that the Council approve the Certificate of Final Completion for Water Main Project 2018-W-10 – Custer Avenue, from State Street to Capital Avenue.

## **Sample Motion**

Move to approve the Certificate of Final Completion for Water Main Project 2018-W-10 – Custer Avenue, from State Street to Capital Avenue.

LOCATION MAP

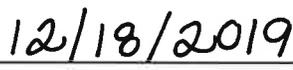


**ENGINEER'S CERTIFICATE OF FINAL COMPLETION**

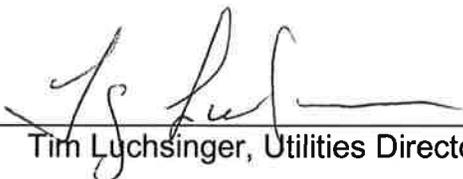
**Water Main Project 2018-W-10**

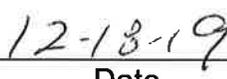
Water Main Project 2018-W-10 was installed under a contract issued to Van Kirk Brothers Contracting of Sutton, NE. The project installed 2,700 linear feet of 8" ductile iron pipe along Custer Avenue, from State Street to Capital Avenue which replaced the existing 6" water main that was subjected to multiple breaks over its lifetime. The work has been fully completed in accordance with the terms and conditions of the contract and complies with the plans and specifications.

  
\_\_\_\_\_  
Jamie L. Royer, P.E. #E-17387

  
\_\_\_\_\_  
Date

I hereby authorize Water Main Project 2018-W-10 to be incorporated into the City of Grand Island water system.

  
\_\_\_\_\_  
Tim Luchsinger, Utilities Director

  
\_\_\_\_\_  
Date

CERTIFICATE OF FINAL COMPLETION

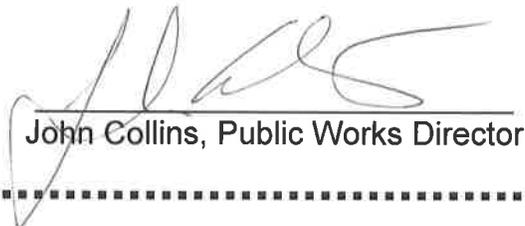
Water Main Project 2018-W-10  
Custer Avenue from State Street to Capital Avenue

January 14, 2020

Water Main Project 2018-W-10 was awarded to Van Kirk Brothers Contracting of Sutton, Nebraska.

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

Respectfully Submitted,



John Collins, Public Works Director

.....

WATER MAIN PROJECT 2018-W-10  
Custer Avenue from State Street to Capital Avenue

January 14, 2020

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

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main Project 2018-W-10 be approved.

Respectfully Submitted,

\_\_\_\_\_  
Roger G. Steele, Mayor

RESOLUTION 2020-6

WHEREAS, the Engineer and Public Works Director have issued a Certificate of Final Completion for Water Main Project 2018-W-10 within Custer Avenue from State Street to Capital Avenue, in the City of Grand Island, Nebraska, certifying that Van Kirk Brothers Contracting of Sutton, Nebraska, has completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Water Main Project 2018-W-10 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
January 10, 2020	☒ City Attorney



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item G-9

**#2020-7 - Approving Certificate of Final Completion for Concrete Pad Upgrade; Project No. 2019-WWTP-4**

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

# **Council Agenda Memo**

**From:** Jon Menough PE, Wastewater Plant Engineer  
**Meeting:** January 14, 2020  
**Subject:** Approving Certificate of Final Completion for Concrete Pad Upgrade; Project No. 2019-WWTP-4  
**Presenter(s):** John Collins PE, Public Works Director

## **Background**

Carlos Guerrero Construction of Grand Island, Nebraska was awarded a \$30,889.48 contract on September 24, 2019, via Resolution No. 2019-296, for Concrete Pad Upgrade; Project No. 2019-WWTP-4.

This project extended the existing concrete pad at the Wastewater Treatment Plant to allow for easier movement of equipment used daily in the plant operations.

## **Discussion**

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction was completed on budget, for a total cost of \$30,889.48.

## **Alternatives**

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

1. Move to approve a resolution authorizing the Certificate of Final Completion.
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 Concrete Pad Upgrade; Project No. 2019-WWTP-4.

## **Sample Motion**

Move to approve the resolution.

**ENGINEER’S CERTIFICATE OF FINAL COMPLETION**

CONCRETE PAD UPGRADE; PROJECT NO. 2019-WWTP-4  
CITY OF GRAND ISLAND, NEBRASKA

January 14, 2020

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

This is to certify that Concrete Pad Upgrade; Project No. 2019-WWTP-4 has been fully completed by Carlos Guerrero Construction of Grand Island, Nebraska under the contract awarded September 24, 2019. 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.

**Base Bid-**

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
1	Remove Existing 8" Pavement	126.00	SY	\$ 32.00	\$ 4, 032.00
2	Build 8" PCC Pavement	395.00	SY	\$ 50.00	\$ 19,750.00
3	6" Granular Foundation Course	78.00	TN	\$ 32.66	\$ 2,547.48
4	Build 6" Curb & Gutter	128.00	LF	\$ 35.00	\$ 4,480.00
5	Adjust Valve Boxes to Grade	1.00	LS	\$ 80.00	\$ 80.00

**Total Base Bid Section = \$30,889.48**

I hereby recommend that the Engineer’s Certificate of Final Completion for Concrete Pad Upgrade; Project No. 2019-WWTP-4 certifying that Carlos Guerrero Construction of Grand Island, Nebraska be approved.

\_\_\_\_\_  
John Collins – City Engineer/Public Works Director

\_\_\_\_\_  
Roger G. Steele – Mayor

RESOLUTION 2020-7

WHEREAS, the City Engineer/Public Works Director issued a Certificate of Final Completion for Concrete Pad Upgrade; Project No. 2019-WWTP-4 certifying that Carlos Guerrero Construction of Grand Island, Nebraska under contract, has completed such for the total amount of \$30,889.48; and

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

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 the Certificate of Final Completion for Concrete Pad Upgrade; Project No. 2019-WWTP-4 is hereby confirmed for the total amount of \$30,889.48.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

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



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item G-10

**#2020-8 - Approving the Certificate of Compliance with the Nebraska Department of Transportation for Maintenance Agreement No. 12; Calendar Year 2019**

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

# **Council Agenda Memo**

**From:** Shannon Callahan, Street Superintendent

**Meeting:** January 14, 2020

**Subject:** Approving the Certificate of Compliance with the Nebraska Department of Transportation for Maintenance Agreement No. 12; Calendar Year 2019

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

## **Background**

The City of Grand Island and the Nebraska Department of Transportation have had an agreement for the maintenance of state highways within the City limits dating back to 1970. Maintenance responsibilities for State highways within the corporate City limits are defined by state statute.

The Nebraska Department of Transportation (NDOT) is responsible for the cost of the maintenance of the highway lanes through a community and the City is responsible for the cost of the maintenance of any highway widening including parking, additional thru lanes or left turn lanes. The statutes provide that the NDOT is to reimburse the City for work the City performs on NDOT's highway lanes.

## **Discussion**

The agreement requires the City to certify that it has completed the maintenance work required by the agreement for the 2019 calendar year.

The NDOT performs snow removal on NE Highway 2, US Highway 281, US Highway 34, and a portion of US Highway 30 from the west City limits to Johnstown Road. The City performs snow removal on US Highway 30 from Johnstown Road through town to the east City limits at Shady Bend Road. The City performs the surface maintenance on all state highways within the City limits. The net result of this exchange of services is a payment by the Nebraska Department of Transportation to the City of Grand Island in the amount of \$46,921.90.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council pass a resolution authorizing the Mayor to sign the Certificate of Compliance.

## **Sample Motion**

Move to approve the Certificate of Compliance for Maintenance Agreement No. 12.

# CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 12 for 2019 Services QE 1708 Supp 2-2019  
 Maintenance Agreement between the Nebraska Department of Transportation and the  
 Municipality of GRAND ISLAND  
 Municipal Extensions in GRAND ISLAND

We hereby certify that all roadway snow removal and/or surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Wesley W. Wahlgren, Department of Transportation, Grand Island, Nebraska.

ATTEST: \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
*City Clerk* *Mayor/Designee*

I hereby certify that all roadway snow removal and/or surface maintenance was performed as per the above listed agreement and payment for the same should be made.

\_\_\_\_\_  
*District Engineer, Department of Transportation*

For Office Use Only	
Agreement No.:	_____
Pay/Bill Code:	_____
Contractor No.:	_____
Amount:	\$ _____



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

### City Maintenance Agreement

#### Attachment B

City of: GRAND ISLAND

Date: 1/1/19

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 29.98 lane miles. Pursuant to Sections 1d, 8c, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,530.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:  
 $29.98 \text{ lane miles} \times \$2,530.00 \text{ per lane mile} = \$75,849.40.$

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$665.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:  
 $43.50 \text{ lane miles} \times \$665.00 \text{ per lane mile} = \$28,927.50$

Other (*Explain*)

$\$75,849.40 - \$28,927.50 = \$46,921.90$  due the CITY.

New rates for Surface Maintenance starting 2019:  
 1st Class Cities >40,000, \$2530.00 per lane mile.

New rates for Snow Removal starting 2019:  
 \$665.00 per lane mile.

**ATTACHMENT C  
CITY OF GRAND ISLAND—2019**

**STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION**

**RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339  
and NEB. REV. STAT. 39-2105**

DESCRIPTION	HWY. NO.	REF FROM	POST TO	LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
							STATE	CITY
West City Limits Jct. W/ US281	N-2	354.45	356.06	1.61	4	6.44	*3.22	*3.22
West City Limits W/ Johnstown Rd	US-30	310.04	312.47	2.43	2	4.86	*4.86	
Johnstown Rd./Greenwich St	US-30	312.47	314.85	2.38	4	9.52	**4.76	4.76
Greenwich St/end of 1-Way	EB 30	314.85	316.07	1.22	3	3.66	**2.44	1.22
Greenwich St/end of 1-way	WB 30	314.85	316.07	1.22	3	3.66		3.66
End 1-Way NE Corporate limits	US-30	316.07	317.68	1.61	4	6.44	**3.22	3.22
SW City Limits/Wildwood Dr/No. Jct. W/281/Husker Hw	US-34	228.89	231.16	2.27	4	9.08	*9.08	
US-281 Jct. 50'W of UPRR/ Leave Corp Limits	US-34	231.16	231.49	0.33	2	0.66	*0.66	
Re-enter Corp Limits-Begin Channelized Int. for Locust St	US-34	232.03	232.77	0.74	2	1.48	1.48	
Begin To End Channelized Intersection for Locust St.	US-34	232.77	233.25	0.48	4	1.92	*0.96	*0.96
End Channelized Intersection for Locust St to East City Limits	US-34	233.25	233.28	0.03	2	0.06	*0.06	
Jct. 34 /281 to Webb /281	US 281	67.45	67.94	.49	4	1.96	*1.96**	
N of Webb Rd/281 to Corp Limits	US 281	68.20	72.60	4.40	4	17.60	*17.60**	
Re-enter 1200' left ramp to Broadwell Ave	US 281	73.78	74.24	.46	2	.92	*.92	
<b>TOTALS</b>				<b>19.67</b>		<b>68.26</b>	<b>51.22</b>	<b>17.04</b>

**\*\*29.98 MILES WHERE NDOR PAYS THE CITY FOR SURFACE MAINTENANCE**

**\*43.50 MILES WHERE NDOR PERFORMS SNOW REMOVAL—CITY PAYS NDOR**

RESOLUTION 2020-8

WHEREAS, each year the City of Grand Island enters into a maintenance agreement with the State of Nebraska Department of Transportation with respect to the maintenance of state highways within the corporate limits of Grand Island; and

WHEREAS, the City has complied with all surface maintenance work for the calendar year 2019 in accordance with the agreement; and

WHEREAS, upon receiving the City's Certificate of Compliance, the State will reimburse the City for maintenance work performed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island has complied with the terms of Maintenance Agreement No. 12 for calendar year 2019; and the Mayor is hereby authorized and directed to execute the Certificate of Compliance for such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 10, 2020	☐ City Attorney



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item G-11

**#2020-9 - Approving Change Order No. 5 for Lift Station No. 11  
Relocation– 2018; Project No. 2018-S-1**

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

# **Council Agenda Memo**

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** January 14, 2020

**Subject:** Approving Change Order No. 5 for Lift Station No. 11 Relocation– 2018; Project No. 2018-S-1

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

## **Background**

Midlands Contracting, Inc. of Kearney, Nebraska was awarded a \$1,647,665.35 contract on March 27, 2018, via Resolution No. 2018-85, for Lift Station No. 11 Relocation – 2018; Project No. 2018-S-1.

On June 12, 2018, via Resolution No. 2018-160, City Council approved Change Order No. 1, which added pay items for directional drilling at the intersection of Custer Avenue & 13<sup>th</sup> Street and at the detention cell north of this area, as well as adjusted quantities for such work. This alternative was proposed by the contractor to save time and lessen the impact of street closures in the area. Change Order No. 1 resulted in a contract reduction of \$15,657.70, modifying the total contract agreement to \$1,632,007.65.

On July 10, 2018, via Resolution No. 2018-203, City Council approved Change Order No. 2, which established a new unit price for bedding the force main in native sand, resulting in a unit price reduction of \$1.97 over the originally bid granular bedding. Change Order No. 2 had no impact on the total contract agreement of \$1,632,007.65; quantities will be rectified once known.

On September 11, 2018, via Resolution No. 2018-269, City Council approved Change Order No. 3, which allowed for the addition of an ADA ramp, abandonment of water service at Walnut Middle School, reconstruction of storm sewer inlet, pavement stripe on Custer Avenue, and traffic control credit on Custer Avenue. Change Order No. 3 increased the original contract amount by \$8,780.80, resulting in a total contract agreement of \$1,640,788.45.

On June 11, 2019, via Resolution No. 2019-189, City Council approved Change Order No. 4, which extended the completion date to December 1, 2019, as the original contract stated “The contractor is to also have all work completed within 14 months of commencement of construction.” Work began on Lift Station No. 11 Relocation- 2018; Project No. 2018-S-1 on June 12, 2018, which put the completion date at August 12,

2019. Due to the unworkable winter and spring weather conditions it was requested to give the contractor a four (4) month credit on the completion date, which put such date at December 1, 2019. There was no impact on the total contract amount.

Lift Station No. 11, located on 8<sup>th</sup> Street between Custer Avenue and Howard Avenue at 2511 W 8<sup>th</sup> Street, was in need of upgrade. The hospital contributed debris and rags that clogged the previous pumps, the wet well did not have sufficient capacity, and there was no space for a stand-by generator. A new submersible, duplex style lift station, with a grinder pump on the influent, and a stand-by generator was constructed at a larger, nearby location.

A new 6-inch force main was re-routed from the South Interceptor to the North Interceptor. Lift Station No. 11 contributes an average of 100-150 thousand gallons per day to the South Interceptor. The Lift Station No. 11 upgrade & re-route alleviated some capacity issues in the South Interceptor by re-routing Lift Station No. 11 force main to the North Interceptor.



## **Discussion**

Change Order No. 5 to the referenced project is being requested to extend the completion date to May 1, 2020, to allow for seeding to take place in Spring 2020; as well as rectify quantities, which are detailed on the attached Change Order No. 5 and will increase the overall contract price by \$680.18, resulting in a revised contract amount of \$1,641,468.63.

## **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 Change Order No. 5 for Lift Station No. 11 Relocation – 2018; Project No. 2018-S-1 with Midlands Contracting, Inc. of Kearney, Nebraska.

## **Sample Motion**

Move to approve the resolution.



**CHANGE ORDER NO. 5**

**PROJECT:** Lift Station No. 11 Relocation – 2018; Project No. 2018-S-1

**CONTRACTOR:** Midlands Contracting, Inc.

**AMOUNT OF CONTRACT:** \$1,647,665.35

**CONTRACT DATE:** April 4, 2018

Contract Price Prior to this Change Order.....	\$ 1,647,665.35
Change Order No. 1.....	\$ (15,657.70)
Change Order No. 2.....	\$ 0.00
Change Order No. 3.....	\$ 8,780.80
Change Order No. 4.....	\$ 0.00
Net Change Resulting from Change Order No. 5.....	\$ 680.18

No.	Description	Unit	Original Quantity	Revised Quantity	Original Unit Price	Original Extension	Revised Extension	Add / Deduct
<b>BASE BID SECTION</b>								
1	Mobilization / Demobilization	LS	1	1	\$ 40,000.00	\$40,000.00	\$40,000.00	\$ -
2	6-Inch Force Main	LF	3,935	450	\$ 25.00	\$98,375.00	\$11,250.00	\$(87,125.00)
3	18-Inch Gravity Sewer Line	LF	423	426	\$ 102.00	\$43,146.00	\$43,452.00	\$ 306.00
4	12-Inch Gravity Sewer Line	LF	59	59	\$ 53.00	\$ 3,127.00	\$ 3,127.00	\$ -
5	10-Inch Gravity Sewer Line	LF	303	269	\$ 82.00	\$24,846.00	\$22,058.00	\$ (2,788.00)
6	4-inch Gravity Sewer Line	LF	8	8	\$ 46.00	\$ 368.00	\$ 368.00	\$ -
7	4 Foot Diameter Manhole, Type 1 (16' Depth)	EA	7	7	\$ 8,130.00	\$56,910.00	\$56,910.00	\$ -
8	4 Foot Diameter Drop Manhole, Type 1 (16' Depth)	EA	1	1	\$ 12,650.00	\$12,650.00	\$12,650.00	\$ -
9	4 Foot Diameter Manhole, Type 3	EA	1	1	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ -
10	Additional Manhole Depth (Type 1)	VF	13.53	13.53	\$ 300.00	\$ 4,059.00	\$ 4,059.00	\$ -
11	Air Release Structure	EA	1	2	\$ 6,000.00	\$ 6,000.00	\$12,000.00	\$ 6,000.00
12	10" x 4" Sanitary Sewer Connection	EA	1	1	\$ 190.00	\$ 190.00	\$ 190.00	\$ -
13	DI Fittings	LB	1,350	1,200	\$ 5.35	\$ 7,222.50	\$ 6,420.00	\$ (802.50)
14	Connection to Existing Sewer	EA	4	4	\$ 1,915.00	\$ 7,660.00	\$ 7,660.00	\$ -
15	Connection to Existing Sewer Manhole (Drop Connection)	EA	1	1	\$ 4,325.00	\$ 4,325.00	\$ 4,325.00	\$ -
16	Build Lift Station No. 29	LS	1	1	\$422,000.00	\$422,000.00	\$422,000.00	\$ -
17	Build Electrical Building	LS	1	1	\$197,000.00	\$197,000.00	\$197,000.00	\$ -
18	1-Inch Water Service Connection	EA	1	1	\$ 900.00	\$ 900.00	\$ 900.00	\$ -
19	1-Inch Curb Stop w/Box	EA	1	1	\$ 545.00	\$ 545.00	\$ 545.00	\$ -

20	1-Inch Copper Service Tubing	LF	110	110	\$ 20.00	\$ 2,200.00	\$ 2,200.00	\$ -
21	Existing Lift Station No. 11 Abandonment	LS	1	1	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ -
22	Tracer Wire Test Box	EA	12	12	\$ 285.00	\$ 3,420.00	\$ 3,420.00	\$ -
23	Dewatering	LS	1	1	\$135,000.00	\$135,000.00	\$135,000.00	\$ -
24	Bypass Pumping	LS	1	1	\$ 6,600.00	\$ 6,600.00	\$ 6,600.00	\$ -
25	Abandon Existing Manhole	EA	3	3	\$ 670.00	\$ 2,010.00	\$ 2,010.00	\$ -
26	Remove Existing Sanitary Sewer Manhole	EA	4	3	\$ 1,400.00	\$ 5,600.00	\$ 4,200.00	\$ (1,400.00)
27	Abandon Sewer Line 18" and less (Grout Fill)	LF	296	296	\$ 15.00	\$ 4,440.00	\$ 4,440.00	\$ -
28	Remove Sanitary Sewer Line 18" and Less	LF	495	495	\$ 9.00	\$ 4,455.00	\$ 4,455.00	\$ -
29	Plug Existing Sewer (12" or Less)	EA	1	1	\$ 135.00	\$ 135.00	\$ 135.00	\$ -
30	Remove Pavement	SY	6,736	6,741	\$ 8.00	\$ 53,888.00	\$ 53,928.00	\$ 40.00
31	Remove Walk	SY	71	100.12	\$ 5.15	\$ 365.65	\$ 515.62	\$ 149.97
32	Place 8-inch Concrete Pavement	SY	6,665	6,670	\$ 46.35	\$308,922.75	\$309,154.50	\$ 231.75
33	Place 6-inch Concrete Pavement	SY	316	362	\$ 51.50	\$ 16,274.00	\$ 18,643.00	\$ 2,369.00
34	Place 4-Inch Concrete Walk	SY	71	91.22	\$ 51.25	\$ 3,638.75	\$ 4,675.03	\$ 1,036.28
35	Remove Concrete Low Flow Liner	SY	0	0	\$ 5.15	\$ -	\$ -	\$ -
36	Place Concrete Low Flow Liner	SY	0	0	\$ 46.35	\$ -	\$ -	\$ -
37	Concrete Header	LF	34	17	\$ 21.00	\$ 714.00	\$ 357.00	\$ (357.00)
38	Gravel Surfacing	TN	8	8	\$ 26.00	\$ 208.00	\$ 208.00	\$ -
39	Bollards	EA	4	4	\$ 550.00	\$ 2,200.00	\$ 2,200.00	\$ -
40	Seeding (Type 1)	AC	0.90	0.66	\$ 9,000.00	\$ 8,100.00	\$ 5,940.00	\$ (2,160.00)
41	Sodding	AC	0.90	0.90	\$ 26,920.00	\$ 24,228.00	\$ 24,228.00	\$ -
42	Sprinkler Repair (North Detention Cell / Walnut School)	LS	1	1	\$ 17,025.00	\$ 17,025.00	\$ 17,025.00	\$ -
43	Sprinkler Repair (South Detention Cell)	LS	1	1	\$ 3,605.00	\$ 3,605.00	\$ 3,605.00	\$ -
44	Traffic Control	LS	1	1	\$ 40,500.00	\$ 40,500.00	\$ 40,500.00	\$ -
45	Erosion Control	LS	1	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -
46	Remove Existing Cable Wire Fence	LF	146	146	\$ 2.50	\$ 365.00	\$ 365.00	\$ -
47	Clearing / Grubbing / Tree Removal	LS	1	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -
48	Temporary Access Road	LS	1	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ -
49	Directional Drilling Mobilization	LS	1	1	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ -
50	6" Directional Drilling (13th Street)	LF	100	120	\$ 52.50	\$ 5,250.00	\$ 6,300.00	\$ 1,050.00
51	6" Directional Drilling (North Detention Cell)	LF	395	637	\$ 37.00	\$ 14,615.00	\$ 23,569.00	\$ 8,954.00
52	Dewater Credit	LF	300	300	\$ (18.75)	\$ (5,625.00)	\$ (5,625.00)	\$ -
2A	6-Inch Force Main w/Native Bedding	LF	0	3,223	\$ 23.03	\$ -	\$ 74,225.69	\$ 74,225.69
53	Construct ADA Ramp	SF	80	80	\$ 23.26	\$ 1,860.80	\$ 1,860.80	\$ -

54	Abandon 2" Water Service at Walnut Middle School	LS	1	1	\$ 3,895.00	\$ 3,895.00	\$ 3,895.00	\$ -
55	Reconstruct Storm Sewer Inlet	EA	1	1	\$ 2,150.00	\$ 2,150.00	\$ 2,150.00	\$ -
56	Custer Street Pavement Striping	LS	1	1	\$ 1,875.00	\$ 1,875.00	\$ 1,875.00	\$ -
57	Traffic Control Credit (Custer Avenue)	LS	1	1	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ -
	New Pay Item							
58	Existing Manhole Modification	EA	0	1	\$ 950.00	\$ -	\$ 950.00	\$ 950.00
	<b>Total Base Bid Section</b>					<b>\$1,640,788.45</b>	<b>\$1,641,468.63</b>	<b>\$680.18</b>

Revised Contract Price Including this Change Order..... \$ 1,641,468.63

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Notice to Proceed Date..... April 5, 2018

Original Completion Date..... August 15, 2019

Change Order No. 4 Revised Completion Date..... December 1, 2019

Change Order No. 5 Revised Completion Date..... May 1, 2020

**The Above Change Order Accepted:**

Midlands Contracting, Inc.

By \_\_\_\_\_ Date \_\_\_\_\_

**Approval Recommended:**

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

**Approved for the City of Grand Island, Nebraska**

By \_\_\_\_\_ Date \_\_\_\_\_

Attest \_\_\_\_\_  
 City Clerk

RESOLUTION 2020-9

WHEREAS, on March 27, 2018, via Resolution No.2018-85, the City of Grand Island awarded Midlands Contracting, Inc. of Kearney, Nebraska the bid in the amount of \$1,647,665.35 for Lift Station No. 11 Relocation – 2018; Project No. 2018-S-1; and

WHEREAS, on June 12, 2018, via Resolution No. 2018-160, City Council approved Change Order No. 1, which added pay items for directional drilling at the intersection of Custer Avenue & 13<sup>th</sup> Street and at the detention cell north of this area, as well as adjusted quantities for such work for a contract reduction of \$15,657.70; and

WHEREAS, on July 10, 2018, via Resolution No. 2018-203, City Council approved Change Order No. 2, which established a new unit price for bedding the force main in native sand, resulting in a unit price reduction of \$1.97 over originally bid granular bedding; and

WHEREAS, on September 11, 2019, via Resolution No. 2018-269, City Council approved Change Order No. 3 in the amount of \$8,780.80 to allow for the addition of an ADA ramp, abandonment of water service at Walnut Middle School, reconstruction of storm sewer inlet, pavement stripe on Custer Avenue, and traffic control credit on Custer Avenue; and

WHEREAS, on June 11, 2019, via Resolution No. 2019-189, City Council approved Change Order No. 4, at no additional cost, to extend the completion date From August 12, 2019 to December 1, 2019; and

WHEREAS, it has been requested to extend the completion date from December 1, 2019 to May 1, 2020 to allow for seeding to take place in Spring 2020; as well as rectify quantities; and

WHEREAS, such modifications have been incorporated into Change Order No. 5; and

WHEREAS, Change Order No.5 will increase the contract amount by \$680.18, resulting in a revised contract amount of \$1,641,468.63.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 5 for a contract increase amount of \$680.18, resulting in a revised contract amount of \$1,641,468.63 between the City of Grand Island and Midlands Contracting, Inc. of Kearney, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 10, 2020	☐ City Attorney



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item G-12

**#2020-10 - Approving Certificate of Final Completion for Cell 3  
Liner and Leachate System at the Grand Island Regional Landfill**

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

# Council Agenda Memo

**From:** Jeff Wattier, Solid Waste Superintendent

**Meeting:** January 14, 2020

**Subject:** Approving Certificate of Final Completion for Cell 3 Liner and Leachate System at the Grand Island Regional Landfill

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

## Background

Van Kirk Bros. Contracting of Sutton, Nebraska was awarded a \$3,093,150.00 contract on November 14, 2017, via Resolution No. 2017-319, for Cell 3 Liner and Leachate System at the Grand Island Regional Landfill.

On September 11, 2018, via Resolution No. 2018-270, City Council approved Change Order No. 1 resulting in a decrease to the original contract amount by \$20,095.60, for a revised contract amount of \$3,073,054.40, and allowed for quantities to be rectified for such project.

On January 8, 2019, via Resolution No. 2019-22, City Council approved Change Order No. 2 resulting in a decrease to the original contract amount by \$49,433.23, for a revised contract amount of \$3,023,621.17, which addressed liquidated damages and an anticipated overage in turf matting.

The Grand Island Landfill Phase I development was comprised of four cells (Cells 1, 2, 3, and 4) of lateral expansion that are located within a 52 acre landfill footprint. Cell 1 was constructed in 1993 and Cell 2 was constructed in 1998. Landfilling continued in Cells 1 and 2 until intermediate and final grades were achieved for Cell 3. This project was paid from our restricted fund account. Cell 4 will be constructed when filling in Cell 3 nears completion or as facility operations warrant.

## Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction was completed for a total cost of \$3,025,531.41. Additional project costs are shown below.

***ADDITIONAL COSTS***

Grand Island Public Works- Engineering Services	\$ 85.59
HDR Engineering, Inc.- Engineering Services	\$ 421,600.00
Grand Island Daily Independent- Advertising	\$ 121.56
Grand Island Wastewater Division- Televising Pipes	\$ 2,565.00
	<b>\$ 424,372.15</b>

Total project cost is \$3,449,903.56.

**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 Cell 3 Liner and Leachate System at the Grand Island Regional Landfill.

**Sample Motion**

Move to approve the Certificate of Final Completion.

**ENGINEER'S CERTIFICATE OF FINAL COMPLETION**

Cell 3 Liner and Leachate System at the Grand Island Regional Landfill  
 CITY OF GRAND ISLAND, NEBRASKA  
 January 14, 2020

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

This is to certify that Cell 3 Liner and Leachate System at the Grand Island Regional Landfill has been fully completed by Van Kirk Bros. Contracting of Sutton, Nebraska under the contract dated November 21, 2017. 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
<b>Bid Section A- Cell 3 Liner and Leachate System</b>					
1	Mobilization/ Demobilization and all work at Grand Island Regional Landfill (not included in Bid Item #'s 2-18)	1.00	LS	\$140,000.00	\$ 140,000.00
2	Demolition & Removal	1.00	LS	\$ 34,000.00	\$ 34,000.00
3	Bulk Excavation- Remove and Stockpile Soils	380,000.00	CY	\$ 1.95	\$ 741,000.00
4	Waste Excavation- Remove Waste and Dispose at Landfill Active Face	10,432.00	CY	\$ 4.00	\$ 41,728.00
5	Remove and Stockpile Unsuitable Soils from Existing Cell 2 Areas	1,560.00	CY	\$ 2.50	\$ 3,900.00
6	Remove and Replace Unsuitable Soils Below Base Grade	950.00	CY	\$ 7.00	\$ 6,650.00
7	Recompacted Clay Linder	14.36	ACR	\$ 45,500.00	\$ 653,380.00
8	Drainage Layer	14.36	ACR	\$ 22,000.00	\$ 315,920.00
9	Geotextile	625,500.00	SF	\$ 0.18	\$ 112,590.00
10	Protective Cover Soil	14.36	ACR	\$ 8,500.00	\$ 122,060.00
11	12-MIL Scrim Reinforced Membrane	410,000.00	SF	\$ 0.41	\$ 168,100.00
12	Leachate Collection System	1.00	LS	\$118,500.00	\$ 118,500.00
13	Leachate Extraction Riser Access Pad	1.00	LS	\$132,500.00	\$ 132,500.00
14	Leachate Control Room	1.00	LS	\$ 55,140.00	\$ 55,140.00
15	Storm Water Pumps Relocation	1.00	LS	\$ 43,670.00	\$ 43,670.00
16	Turf Reinforcement Matting	4,100.00	SY	\$ 4.80	\$ 19,680.00
17	Erosion Control Matting	14,441.77	SY	\$ 2.85	\$ 41,159.04
18	Seeding	10.00	ACR	\$ 950.00	\$ 9,500.00
<b>Subtotal Bid Section A-</b>					<b>\$2,759,477.04</b>
<b>BID SECTION B- ALTERNATE 1</b>					
1-1	Milling of Existing Pavement	5,950.00	SY	\$ 4.00	\$ 23,800.00
1-2	SPR Asphaltic Concrete Overlay (1.5")	880.28	TONS	\$ 87.00	\$ 76,584.36
<b>Subtotal Bid Section B-</b>					<b>\$ 100,384.36</b>

<b>BID SECTION C- ALTERNATE 2</b>					
2-1	SPR Asphaltic Concrete Base Layer (4")	734.74	TONS	\$ 86.00	\$ 63,187.64
2-2	SPR Asphaltic Concrete Top Lift (2")	367.37	TONS	\$ 86.00	\$ 31,593.82
<b>Subtotal Bid Section C-</b>					<b>\$ 94,781.46</b>
<b>BID SECTION D- ALTERNATE 3</b>					
3-1	SPR Asphaltic Concrete Base Layer (4")	636.05	TONS	\$ 88.00	\$ 55,972.40
3-2	SPR Asphaltic Concrete Top Lift (2")	318.02	TONS	\$ 88.00	\$ 27,985.76
<b>Subtotal Bid Section D-</b>					<b>\$ 83,958.16</b>
<b>BID SECTION E- ALTERNATE 4</b>					
4-1	Remove Chainlink Fence & Gates	600.00	LF	\$ 10.00	\$ 6,000.00
4-2	Install Chainlink Fence	600.00	LF	\$ 42.00	\$ 25,200.00
4-3	Install Chainlink Cantilever Gate (16' Wide) & Main Gate	1.00	EA	\$ 6,350.00	\$ 6,350.00
<b>Subtotal Bid Section E-</b>					<b>\$ 37,550.00</b>
<b>CHANGE ORDER NO. 1</b>					
1	Bulk Excavation- Remove and Stockpile Soils	0.00	LF	\$ 1.95	\$ -
CO1-1	Relocate Stockpile from WIFI	2,992.00	LF	\$ 2.55	\$ 7,629.60
CO1-2	Regrade Slope	17.50	EA	\$ 160.00	\$ 2,800.00
CO1-3	Removal of Old Leachate Pipe	120.00	LF	\$ 13.13	\$ 1,575.60
CO1-4	Use of Existing Transformers	-1.00	LF	\$ 998.02	\$ (998.02)
CO1-5	Temporary Liquidated Damages	-31.00	EA	\$ 1,354.84	\$ (42,000.04)
CO1-6	Temporary Liquidated Damages	-4.00	EA	\$ 2,000.00	\$ (8,000.00)
CO1-7	Bid Alternate #1- 2" Top	0.00	LF	\$ 87.00	\$ -
CO1-8	Bid Alternate #2- 4" Base	0.00	EA	\$ 86.00	\$ -
CO1-9	Bid Alternate #2- 2" Top	0.00	LF	\$ 86.00	\$ -
CO1-10	Bid Alternate #3- 4" Base	0.00	LF	\$ 88.00	\$ -
CO1-11	Bid Alternate #3- 2" Top	0.00	EA	\$ 88.00	\$ -
CO1-12	Bid Alternate #1- Thickness from 1.5" to 2.0"	0.00	LF	\$ 87.00	\$ -
CO1-13	Bid Alternate #2- Limits	0.00	EA	\$ 28.07	\$ -
<b>Subtotal Change Order No. 1-</b>					<b>\$ (38,992.86)</b>
<b>CHANGE ORDER NO. 2</b>					
CO2-1	Liquidated Damages Aug 31- Sept 21, 2018	0.00	EA	\$ (1,354.84)	\$ -
CO2-2	Liquidated Damages Sept 22- Sept 24, 2018	0.00	EA	\$ (2,000.00)	\$ -
CO2-3	Turf Matting	1.00	LS	\$ 3,539.05	\$ 3,539.05
CO2-4	Retest Failed Clay Liner	1.00	LS	\$ (4,148.00)	\$ (4,148.00)
CO2-5	Additional Show Drawing Reviews	1.00	LS	\$ (11,111.00)	\$ (11,111.00)
CO2-6	Change Order No. 1 Calculation Error	1.00	LS	\$ 93.20	\$ 93.20
<b>Subtotal Change Order No. 2-</b>					<b>\$ (11,626.75)</b>
<b>Total Cell 3 Liner and Leachate System=</b>					<b>\$ 3,025,531.41</b>

**Additional Costs:**

Grand Island Public Works- Engineering Services	\$ 85.59
HDR Engineering, Inc.- Engineering Services	\$ 421,600.00
Grand Island Daily Independent- Advertising	\$ 121.56
Grand Island Wastewater Division- Televising Pipes	\$ 2,565.00
	<b>\$ 424,372.15</b>

<b>Total Project Cost=</b>	<b>\$3,449,903.56</b>
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I hereby recommend that the Engineer's Certificate of Final Completion for Cell 3 Liner and Leachate System at the Grand Island Regional Landfill be approved.

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John Collins – City Engineer/Public Works Director

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Roger G. Steele – Mayor

R E S O L U T I O N   2020-10

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Cell 3 Liner and Leachate System at the Grand Island Regional Landfill certifying that Van Kirk Bros. Contracting of Sutton, Nebraska, under contract, has completed such project for the total construction amount of \$3,025,531.41; and

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

WHEREAS, additional project costs equate to \$424,372.15, as shown

**ADDITIONAL COSTS**

Grand Island Public Works- Engineering Services	\$        85.59
HDR Engineering, Inc.- Engineering Services	\$    421,600.00
Grand Island Daily Independent- Advertising	\$        121.56
Grand Island Wastewater Division- Televising Pipes	\$       2,565.00
	<b>\$    424,372.15</b>

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Cell 3 Liner and Leachate System at the Grand Island Regional Landfill, in the total amount of \$3,449,903.56 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ✕ _____ January 10, 2020        ✕ City Attorney
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# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item G-13

**#2020-11 - Approving Certificate of Final Completion for Sugar Beet Ditch Drainage; Project No. 2019-D-1**

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

# **Council Agenda Memo**

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** January 14, 2020

**Subject:** Approving Certificate of Final Completion for Sugar Beet Ditch Drainage; Project No. 2019-D-1

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

## **Background**

Starostka Group Unlimited, Inc. of Grand Island, Nebraska was awarded a \$97,318.73 contract on February 12, 2019, via Resolution No. 2017-49, for Sugar Beet Ditch Drainage; Project No. 2019-D-1.

On August 27, 2019, via Resolution No. 2019-257, City Council approved Change Order No. 1 which allowed additional time to complete this project. The completion date was extended from September 1, 2019 to November 30, 2019, with no contract amount modification.

On September 10, 2019, via Resolution No. 2019-274, City Council approved Change Order No. 2 to repair soil erosion and concrete slab failure at Lift Station No. 7, which is adjacent to the Sugar Beet Ditch. The extra work added a total cost of \$19,013.11 to the project, resulting in a revised contract amount of \$116,331.84.

The drainage improvements allowed for enclosure of the ditch along the hike/bike trail with extension of an existing drainage pipe between Arthur Street and Harrison Street. Maintenance and safety were improved with this work.

## **Discussion**

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction was completed for a total cost of \$116,949.88. Additional project costs are shown below.

***ADDITIONAL COSTS***

Grand Island Public Works- Engineering Services	\$ 13,669.42
	<b>\$ 13,669.42</b>

Total project cost is \$130,619.30.

**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 Sugar Beet Ditch Drainage; Project No. 2019-D-1.

**Sample Motion**

Move to approve the Certificate of Final Completion.

**ENGINEER'S CERTIFICATE OF FINAL COMPLETION**

Sugar Beet Ditch Drainage; Project No. 2019-D-1  
 CITY OF GRAND ISLAND, NEBRASKA  
 January 14, 2020

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

This is to certify that Sugar Beet Ditch Drainage; Project No. 2019-D-1 has been fully completed by Starostka Group Unlimited, Inc. of Grand Island, Nebraska under the contract dated February 27, 2019. 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
<b>Base Bid Section-</b>					
1	Mobilization	1.00	LS	\$ 1,664.68	\$ 1,664.68
2	General Clearing and Grubbing	1.00	LS	\$ 2,084.91	\$ 2,084.91
3	Remove Large Tree	9.00	EA	\$ 748.99	\$ 6,740.91
4	Embankment, EQ	1,007.00	CY	\$ 15.89	\$ 16,001.23
5	36" Storm Sewer Pipe, Type HDPE N-12	840.00	LF	\$ 53.70	\$ 45,108.00
6	15" Storm Sewer Pipe, Type HDPE N-12	12.00	LF	\$ 29.21	\$ 350.52
7	4' x 8' Junction Box	1.00	EA	\$ 5,607.18	\$ 5,607.18
8	4' x 4' Junction Box	1.00	EA	\$ 3,161.49	\$ 3,161.49
9	Area Inlet	1.00	EA	\$ 3,227.62	\$ 3,227.62
10	36" Reinforced Concrete Collar	1.00	EA	\$ 1,685.60	\$ 1,685.60
11	36" x 36" x 15" PVC Tee	1.00	EA	\$ 2,419.63	\$ 2,419.63
12	15" HDPE Riser & Drop in Grate	1.00	EA	\$ 342.26	\$ 342.26
13	15" 90 Degree Elbow	1.00	EA	\$ 441.98	\$ 441.98
14	15" HDPE Riser & inline Grate	1.00	EA	\$ 889.66	\$ 889.66
15	Concrete Pad (5' x 5')	2.00	EA	\$ 279.16	\$ 558.32
16	Remove & Replace 6" Bike Trail	24.52	SY	\$ 62.90	\$ 1,542.31
17	Remove & Replace 4" Concrete Sidewalk	25.00	SF	\$ 11.10	\$ 277.50
18	Seeding & Hydromulch	0.50	AC	\$ 11,718.76	\$ 5,859.38
19	Temporary Traffic Control	1.00	LS	\$ 243.60	\$ 243.60
20	Silt Fence	75.00	LF	\$ 3.91	\$ 293.25
<b>Subtotal Base Bid-</b>					<b>\$ 98,500.03</b>
<b>Change Order No. 1</b>					
CO1-4	Embankment, EQ	8.00	CY	\$ 15.89	\$ 127.12
CO1-6	15" Storm Sewer Pipe, Type HDPE N-q12	35.00	LF	\$ 32.50	\$ 1,137.50
CO1-17	Remove & Replace 4" Concrete Sidewalk	25.00	SF	\$ 11.10	\$ 277.50
CO1-18	Seeding & Hydromulch	0.01	AC	\$ 11,718.76	\$ 117.19
CO1-19	Temporary Traffic Control	1.00	LS	\$ 745.00	\$ 745.00
CO1-21	Remove Type "B" Inlet, Salvage Frame and Grate	2.00	EA	\$ 538.00	\$ 1,076.00
CO1-22	Plug End 12" RCP Storm Sewer Pipe	2.00	EA	\$ 359.00	\$ 718.00
CO1-23	Abandon in Place 12" RCP Storm Sewer Pipe	35.00	LF	\$ 11.00	\$ 385.00
CO1-24	Remove and Replace 6" PCC Pavement	37.81	SY	\$ 62.90	\$ 2,378.25
CO1-25	Build Type "D" Modified Curb Inlet	2.00	EA	\$ 4,800.00	\$ 9,600.00

CO1-26	Grate, Deeter 1927	1.00	EA	\$	429.00	\$	429.00
CO1-27	Provide and Install Joint Sealant (Manhole 84-10)	30.00	LF	\$	5.50	\$	165.00
CO1-28	Place Controlled Low Strength Material	4.30	CY	\$	301.00	\$	1,294.30
<b>Subtotal Change Order No. 1-</b>							<b>\$ 18,449.86</b>

<b>Grand Total=</b>	<b>\$ 116,949.88</b>
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**Additional Costs:**

Grand Island Public Works- Engineering Services	\$	13,669.42
	\$	13,669.42

<b>Total Project Cost=</b>	<b>\$130,619.30</b>
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I hereby recommend that the Engineer's Certificate of Final Completion for Sugar Beet Ditch Drainage; Project No. 2019-D-1 be approved.

\_\_\_\_\_  
John Collins – City Engineer/Public Works Director

\_\_\_\_\_  
Roger G. Steele – Mayor

RESOLUTION 2020-11

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Sugar Beet Ditch Drainage; Project No. 2019-D-1 certifying that Starostka Group Unlimited, Inc. of Grand Island, Nebraska, under contract, has completed such project for the total construction amount of \$116,949.88; and

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

WHEREAS, additional project costs equate to \$13,669.42, as shown

**ADDITIONAL COSTS**

Grand Island Public Works- Engineering Services	\$ 13,669.42
	<b>\$ 13,669.42</b>

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 the Certificate of Final Completion for Sugar Beet Ditch Drainage; Project No. 2019-D-1, in the total amount of \$130,619.30 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ☐ \_\_\_\_\_  
January 10, 2020        ☐ City Attorney



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item G-14

**#2020-12 - Approving Authorization for Emergency Sanitary Sewer Repair at Anna Street and Elm Street**

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

# Council Agenda Memo

**From:** Jon Menough PE, Wastewater Treatment Plant Engineer

**Meeting:** January 14, 2020

**Subject:** Approving Authorization for Emergency Sanitary Sewer Repair at Anna Street and Elm Street

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

## Background

Emergency sanitary sewer repairs were needed for a sinking manhole north of Anna Street, east of Elm Street near 613 South Elm Street.

The Wastewater Department was notified by a local resident of a hole in the alley behind their residence. Upon inspection, it was discovered that the manhole adjacent to the hole had broken and was in the process of collapsing in on itself.

Prior to this repair there have been three (3) emergency sanitary sewer repairs for Calendar Year 2019, which occurred at 720 West Stolley Park Road, 947 South Oak Street, and 1146 Pleasant View Drive. Total for these three (3) repairs was \$157,923.00.

## Discussion

Starostka Group Unlimited, Inc. of Grand Island, Nebraska provided a quote of \$47,959.00, along with a quote from The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$60,002.48; and no response from Van Kirk Bros. Contracting of Sutton, Nebraska.

Repairs were completed and are to be paid at actual costs, which total \$47,959.00.

Since the total is over \$20,000.00 council approval is necessary. Permission is requested to use the emergency procurement procedures as outlined in Section 27-13 of the City Code.

## **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 approves usage of the City's Emergency Procurement Procedures and passes a resolution authorizing payment to Starostka Group Unlimited, Inc. of Grand Island, Nebraska in the total amount of \$47,959.00 for the necessary sanitary sewer repairs.

## **Sample Motion**

Move to approve the resolution.

RESOLUTION 2020-12

WHEREAS, the Wastewater Division of the Public Works Department needed to perform emergency sanitary sewer repairs north of Anna Street, east of Elm Street near 613 South Elm Street; and

WHEREAS, permission is requested to use the emergency procurement procedures as outlined in Section 27-13 of the City Code; and

WHEREAS, Starostka Group Unlimited, Inc. of Grand Island, Nebraska was hired to do said repairs, in the total amount of \$47,959.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the sanitary sewer repairs performed by Starostka Group Unlimited, Inc. of Grand Island, Nebraska north of Anna Street, east of Elm Street near 613 South Elm Street, in the total amount of \$47,959.00 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
January 10, 2020	☒ City Attorney



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item G-15

**#2020-13 - Approving Amendment No. 1 with Iteris, Inc. for 2019  
Signal Timing Project**

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

# Council Agenda Memo

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** January 14, 2020

**Subject:** Approving Amendment No. 1 with Iteris, Inc. for 2019 Signal Timing Project

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

## Background

On January 22, 2019, via Resolution No. 2019-35, City Council approved an Engineering Services Agreement with Iteris, Inc. of Lincoln, Nebraska in the amount of \$77,346.91 for 2019 Signal Timing Project.

To optimize traffic signal timings/operations along the US 281 Highway Corridor from Capital Avenue to Highway 30 interchange proposals were requested for traffic engineering services. It was assumed that four optimized timing plans would be required including AM, Midday, PM, and Off-Peak time periods. The consultant has worked with City staff to implement the optimized timings into existing equipment.

## Discussion

During implementation of the improved signal timing along the 281 and Webb Road corridors, an issue with the signal controllers getting out of sync was discovered. Due to the large volumes of traffic in these areas, a slight variance in timing between these controllers causes issues with coordination of the system disrupting traffic flow. This amendment will allow for the consultant to troubleshoot the problem with city staff related to clock drift in existing field controllers at 22 intersections.

This scope of work aims to provide the most cost-effective and timely solution to the City to resolve the issue of clock drift at 22 intersections. An amendment to the original agreement with Iteris, Inc. is requested at this time, in the amount of \$10,085.00, which will result in a revised agreement amount of \$87,431.91.

## Alternatives

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

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

### **Recommendation**

City Administration recommends that the Council approve Amendment No. 1 to the original agreement with Iteris, Inc. of Lincoln, Nebraska, in the amount of \$10,085.00.

### **Sample Motion**

Move to approve the resolution.

RESOLUTION 2020-13

WHEREAS, on January 22, 2019, via Resolution No. 2019-35 the Grand Island City Council approved entering into an agreement with Iteris, Inc. of Lincoln, Nebraska in the amount of \$77,346.91 for 2019 Signal Timing Project; and

WHEREAS, the original agreement is now being amended to address signal controllers getting out of sync; and

WHEREAS, this amendment will allow for the consultant to troubleshoot the problem with City staff related to clock drifting in existing field controllers at 22 intersections; and

WHEREAS, such amendment is in the amount of \$10,085.00, for a revised agreement amount of \$87,431.91; and

WHEREAS, Amendment No. 1 to the original agreement with Iteris, Inc. of Grand Island, 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. 1 with Iteris, Inc. of Grand Island, Nebraska related to the 2019 Signal Timing Project 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, January 14, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ✕ \_\_\_\_\_  
January 10, 2020        ✕ City Attorney



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item G-16

**#2020-14 - Approving Change Order No. 2 for Downtown Sanitary Sewer Rehabilitation- 2019; 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:** January 14, 2020

**Subject:** Approving Change Order No. 2 for Downtown Sanitary Sewer Rehabilitation- 2019; Project No. 2019-S-1

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

## Background

Municipal Pipe Tool Co., LLC of Hudson, Iowa was awarded a \$634,409.00 contract on April 23, 2019, via Resolution No. 2019-143, for Downtown Sanitary Sewer Rehabilitation- 2019; Project No. 2019-S-1.

On November 12, 2019, via Resolution No. 2019-342, City Council approved Change Order No. 1 in the amount of \$19,290.00 to allow an increase to the pre-liner footage and additional pay items for 12” pre-liner and mortar plugging for pipe transition to minimize risk of failure on this project. Change Order No. 1 resulted in a revised contract amount of \$653,699.00.

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 damaged / dilapidated manholes.

## Discussion

Change Order No. 2 to the referenced project is being requested to address reinstatement of an unknown service at the time of design, add a transition liner to a line that was found to be in bad repair which is adjacent to pipes included in the original project, additional

bypass pumping and traffic control, as well as rectifying quantities on a few pay items; detailed on the attached change order.

In order to complete this work Change Order No. 2 is necessary, which will result in a contract increase of \$47,341.00, for a revised contract amount of \$701,040.00.

### **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 Change Order No. 2 for Downtown Sanitary Sewer Rehabilitation- 2019; Project No. 2019-S-1 with Municipal Pipe Tool Co., Inc. of Hudson, Iowa.

### **Sample Motion**

Move to approve the resolution.



**CHANGE ORDER NO. 2**

**PROJECT:** Downtown Sanitary Sewer Rehabilitation- 2019; Project No. 2019S-1

**CONTRACTOR:** Municipal Pipe Tool Co., Inc.

**AMOUNT OF CONTRACT:** \$634,409.00

**CONTRACT DATE:** April 29, 2019

To address reinstatement of an unknown service at the time of design, add a transition liner to a line that was found to be in bad repair which is adjacent to pipes included in the original project, additional bypass pumping and traffic control, as well as rectifying quantities on a few pay items; detailed below.

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
14	Manhole 365 Excavation	- 1.00	LS	\$ 15,000.00	\$ (15,000.00)
AB-10	Remove and Replace Manhole Flat Lid	- 2.00	EA	\$ 3,500.00	\$ (7,000.00)
AB-11	Remove and Replace 6" Concrete	- 50.00	SY	\$ 105.00	\$ (5,250.00)
CO2-1	Reinstatement of Missed Service	+ 1.00	LS	\$ 712.50	\$ 712.50
CO2-2	Manhole 368 Rehabilitation Credit (Item #15)	- 1.00	LS	\$ 1,382.00	\$ (1,382.00)
CO2-3	30" to 21" CIPP Transition Liner	+ 1.00	LS	\$ 2,500.00	\$ 2,500.00
CO2-4	CIPP Line 24" Sewer Line Between MH #198 and MH #195	+ 1.00	LS	\$ 55,760.50	\$ 55,760.50
CO2-5	Additional Bypass Pumping and Traffic Control	+ 1.00	LS	\$ 17,000.00	\$ 17,000.00
<b>Change Order No. 2 Total =</b>					<b>\$ 47,341.00</b>

Contract Price Prior to this Change Order.....	\$ 634,409.00
Net Increase Resulting from Change Order No. 1.....	\$ 19,290.00
Net Increase Resulting from this Change Order.....	\$ 47,341.00
Revised Contract Price Including this Change Order.....	\$
701,040.00	

**The Above Change Order Accepted:**

Municipal Pipe Tool Co., LLC.

By \_\_\_\_\_ Date \_\_\_\_\_

**Approval Recommended:**

By \_\_\_\_\_  
John Collins PE, Public Works Director/City Engineer

Date \_\_\_\_\_

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**Approved for the City of Grand Island, Nebraska**

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

Attest \_\_\_\_\_  
City Clerk

RESOLUTION 2020-14

WHEREAS, on April 23, 2019, via Resolution No.2019-143, the City of Grand Island awarded Municipal Pipe Tool Co., Inc. of Hudson, Iowa the bid in the amount of \$634,409.00 for Downtown Sanitary Sewer Rehabilitation- 2019; Project No. 2019-S-1; and

WHEREAS, on November 12, 2019, via Resolution No. 2019-342, City Council approved Change Order No. 1 in the amount of \$19,290.00 to allow an increase to the pre-liner footage and additional pay items for 12” pre-liner and mortar plugging for pipe transition to minimize risk of failure on this project, resulting in a revised contract amount of \$653,699.00; and

WHEREAS, it has been determined that an unknown service needs to be reinstated, a transition liner needs to be added, additional bypass pumping and traffic control are necessary, as well as rectifying quantities on a few pay items; and

WHEREAS, such modifications have been incorporated into Change Order No. 2; and

WHEREAS, the result of such modifications will increase the contract amount by \$47,341.00 for a revised contract price of \$701,040.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2 in the amount of \$47,341.00 between the City of Grand Island and Municipal Pipe Tool Co., Inc. of Hudson, Iowa to provide the modifications.

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Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 10, 2020	☐ City Attorney



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item G-17

**#2020-15 - Approving Purchase of One (1) 2021 Model 389  
Peterbilt Truck for the Wastewater Division of the Public Works  
Department**

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

# Council Agenda Memo

**From:** Jon Menough, Wastewater Treatment Plant Engineer

**Meeting:** January 14, 2020

**Subject:** Approving Purchase of One (1) 2021 Model 389 Peterbilt Truck for the Wastewater Division of the Public Works Department

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

## Background

The Wastewater Division of the Public Works Department budgeted for one (1) 2021 Model 389 Dump Truck in the 2019/2020 FY to replace a 1995 Ford L9000 truck with approximately 12,950 hours and 220,500 miles. A picture of the current piece of equipment, which will be sold at auction, is shown below.



## **Discussion**

This truck is a front line piece of equipment and will replace the current truck, which is utilized on a daily basis for hauling sludge from the belt presses to solids storage at the plant and from the Wastewater Treatment Plant to the Landfill for final disposal. A picture of the truck to be purchased is shown below.



The City of Grand Island City Council approved the use of the National Joint Powers Alliance Buying Group (NJPA) with Resolution 2014-326, which is now known as Sourcewell.

To meet competitive bidding requirements, the Wastewater Division obtained pricing from the Sourcewell Contract No. 081716-PMC awarded to Nebraska Peterbilt of Grand Island, Nebraska.

Public Works staff is recommending the purchase of one (1) 2021 Model 289 Peterbilt Truck from Peterbilt of Grand Island, Nebraska in the amount of \$171,779.00.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the purchase of one (1) 2021 Model 389 Peterbilt Truck from Peterbilt of Grand Island, Nebraska for the Wastewater Division in the amount of \$171,779.00.

## **Sample Motion**

Move to approve the resolution.

RESOLUTION 2020-15

WHEREAS, the National Joint Powers Alliance Buying Group, now known as Sourcewell, was utilized to secure competitive bids for one (1) 2021 Model 389 Peterbilt Truck for the Wastewater Division of the Public Works Department; and

WHEREAS, the Sourcewell Contract No. 081716-PMC was awarded to Nebraska Peterbilt of Grand Island, Nebraska; and

WHEREAS, the Public Works Department has recommended the purchase of one (1) 2021 Model 389 Peterbilt Truck from Nebraska Peterbilt of Grand Island, Nebraska in the amount of \$171,779.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) 2021 Model 389 Peterbilt Truck from Nebraska Peterbilt of Grand Island, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ✕ \_\_\_\_\_  
January 10, 2020        ✕ City Attorney



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item G-18

**#2020-16 - Approving Request from Building Department to Procure Legal Services to Obtain Court Order for Abatement of Identified Public Nuisance at 582 East 19th Street**

Staff Contact: Craig Lewis

# Council Agenda Memo

**From:** Craig A. Lewis, Building Department Director

**Meeting:** January 14, 2020

**Subject:** Approve Request from Building Department to Procure Legal Services to Obtain Court Order for Abatement of Identified Public Nuisance at 582 East 19<sup>th</sup> Street

**Presenter(s):** Craig Lewis, Building Department Director

## Background

The Grand Island City Building Department is seeking approval to procure legal services to obtain a court order to abate public nuisances at the specified private property within the City jurisdictional area.

The City Problem Resolution Team has identified the referenced property to be in need of abatement proceedings.

Section 27-10 of the City Code states in part “No contract for the services of legal council may be awarded without the approval of the City Council”.

## Discussion

The Building Department along with the City Problem Resolution Team have been working on this property and have progressed to a point that abatement is desirable and the next step in the process is to acquire a court order allowing the City to enter onto the private property and abate the defined public nuisance.

The City Building Department published a Request for Proposal for legal services on May 22, 2019 and received two bids on June 27, 2019.

The lowest responsive bid was from Mayer, Burns & Koenig in the amount of \$150.00 per hour for attorney time, incidental cost of \$87.00 filing fees, \$150.00 title report, \$150.00 publication service, \$100.00 service fees, for a total not to exceed \$2,000.00.

The Firm was contacted on December 18, 2019 and agreed to extend services from the June bid to the current request for 582 East 19<sup>th</sup> Street.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the proposed request.

## **Sample Motion**

Move to approve the request for legal services to abate identified public nuisances at 582 East 19<sup>th</sup> Street, Grand Island, NE.

RESOLUTION 2020-16

WHEREAS, the City of Grand Island published on May 22, 2019 a request for proposal for legal services to obtain a court order to allow the City of Grand Island to abate a public nuisance on specified private property within the jurisdictional area, and

WHEREAS, no proposals were received, and

WHEREAS, the City Building Department on June 27, 2019 contacted two firms who had expressed an interest in the past and those firms, Mayer, Burns & Koenig and Neuhaus Law Offices have submitted a proposal for legal services. The lowest responsive bid was received from Mayer, Burns & Koenig; and

WHEREAS, on December 18, 2019 Mayer, Burns, & Koenig were contacted and expressed a willingness to extend the bid to include the property at 582 East 19<sup>th</sup> Street.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be authorized to sign the proposal with Mayer, Burns & Koenig in the amount of \$150.00 per hour for Attorney time, incidental cost of \$87.00 filing fees, \$150.00 title report, \$150.00 publication service, and \$100.00 service fees, and a total cost not to exceed \$2,000.00 for legal service to obtain a court order allowing the City to enter onto private property at 582 East 19<sup>th</sup> Street, legal description of Lot 8, Blain Addition and abate the identified public nuisance and charge the cost thereof against the real estate and owner of record.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ✕ \_\_\_\_\_  
January 10, 2020        ✕ City Attorney



# City of Grand Island

Tuesday, January 14, 2020

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of December 31, 2019 through January 14, 2020**

*The Claims for the period of December 31, 2019 through January 14, 2020 for a total amount of \$3,484,350.54. A MOTION is in order.*

Staff Contact: Patrick Brown