



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item I-3

#2013-408 - Consideration of Approving Contract to Provide the City of Grand Island Water System Master Plan

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

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

Meeting: December 17, 2013

Subject: Water System Master Plan

Item #'s: I-3

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

Background

The City's water system consists of twenty-one (21) low pressure wells, located on a 1,200 acre island in the Platte River, which supplies water to an onsite collection and pumping station. This pumping station transfers water through two (2) 30-inch transmission mains to three (3) reservoir/pumping stations in the City. These high pressure pumping stations provide water as required for residential and industrial use and fire protection through a distribution grid, comprised of approximately 235 miles of cast and ductile iron mains. Five (5) high pressure wells connected directly to the distribution system provide additional capacity.

System operation is monitored at the Burdick Station control room by use of a computer based SCADA system. The peak municipal system demand is approximately 26 million gallons per day (MGD). In 2012, a Uranium Removal Treatment Plant was added at the Wellfield to remove uranium from three (3) of the twenty-one (21) wells. The last Water Master Plan was conducted in 2001, and recommendations have been completed to the system. Another study of the system is due to make improvements to meet City future demands and look at a replacement plan for aging infrastructure.

Discussion

A Request for Proposal for Engineering Services to evaluate and plan for the water system future demands for the next twenty years and develop a strategy for replacement of aging infrastructure was received from the following consultants.

HDR, Omaha, NE

Burns & McDonnell, Kansas City, KS

Using a matrix of the Utility Department's established evaluation criteria, which included fees, company and personnel experience, contract forms, and proposal responsiveness, these proposals were reviewed by Department management staff. A tabulation of the evaluation factors indicated a consensus for HDR.

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 presented in this motion

Recommendation

City Administration recommends that the Council award the Proposal for Water System Master Plan to HDR of Omaha, Nebraska, as the best evaluated proposal, with the bid price of not to exceed \$66,415.00.

Sample Motion

Move to approve the proposal from HDR of Omaha, Nebraska, for the Water System Master Plan for a price not to exceed \$66,415.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
GRAND ISLAND WATER SYSTEM MASTER PLAN**

RFP DUE DATE: November 7, 2013 at 3:30 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: October 17, 2013

NO. POTENTIAL BIDDERS: 6

SUMMARY OF PROPOSALS RECEIVED

Burns & McDonnell
Omaha, NE

HDR
Omaha, NE

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent
Karen Nagel, Utilities Secretary

Bob Smith, Assist. Utilities Director
Jaye Monter, Finance Director
Pat Gericke, Utilities Admin. Assist.
Lynn Mayhew, Utilities Dept.

P1684

ENGINEERING SERVICES - CONTRACT AGREEMENT

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

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has an advertisement calling for proposals to be published for *GRAND ISLAND WATER SYSTEM MASTER PLAN*; and

WHEREAS, the City, in the manner prescribed by law, has evaluated the proposals submitted, and has determined the aforesaid Engineer to be the responsible bidder, and has duly awarded to the said Engineer a contract therefore, for the sum or sums named in the Engineer'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 Engineer and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Engineer for itself, himself, 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. Additional Terms and Conditions for Professional Services.
3. Minimum Insurance Requirements.
4. HDR Engineering, Inc.'s Proposal dated November 7, 2013.
5. HDR Engineering, Inc.'s Exhibit A

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 Engineer shall provide the services set forth in this agreement and the attachments thereto in accordance with the normal degree of care and skill of other reputable professionals providing similar services on similar projects of like size and nature for this area;

ARTICLE III. That the City shall pay to the Engineer for the performance of the work embraced in this contract and the Engineer will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **Sixty-Six Thousand Four Hundred Fifteen and**

no/100 Dollars (\$66,415.00) for all services and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid:

Labor Cost	\$	62,453.00
Expenses	\$	<u>3,962.00</u>
Total	\$	66,415.00

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

ARTICLE IV. The Engineer hereby agrees to act as agent for the City. The invoice for Engineer's services will be paid after approval at the next regularly scheduled 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 Engineer 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 Engineer 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 Engineer and all sub-Engineers 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 Engineer agrees to comply with all applicable Local, State and Federal rules and regulations. The Engineer agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public Engineer and his, her or its sub-Engineers who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VI. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a

purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal 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.

HDR ENGINEERING, INC.

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

Attorney for the City

Date

Additional Terms and Conditions for Professional Services

Additional Terms and Conditions for Professional Services

1. CONTROLLING LAW

This Agreement is to be governed by the laws of Nebraska.

2. SUCCESSORS AND ASSIGNS

CITY and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CITY nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims pricing therefrom without the written consent of the other.

3. RE-USE OF DOCUMENTS

Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER, and CITY will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER.

4. TERMINATION OF AGREEMENT

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

Minimum Insurance Requirements

[Insert Minimum Insurance Requirements]

RESOLUTION 2013-408

WHEREAS, the City of Grand Island invited Requests for Proposals for Water System Master Plan, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on November 7, 2013, proposals were received, opened and reviewed, and evaluated; and

WHEREAS, HDR, of Omaha, Nebraska, submitted a proposal in accordance with the terms of the Request for Proposals, and plans and specifications and all other statutory requirements contained therein, such proposal being in an amount not to exceed a total price of \$66,415.00; and

WHEREAS, the proposal from HDR of Omaha, Nebraska, meets all of the requirements for the Utilities Department Water System Master Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from HDR of Omaha, Nebraska, in an amount not to exceed \$66,415.00, for the Utilities Department Water System Master Plan, is hereby approved, and that the Mayor is authorized to sign the Contract on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 13, 2013	☐ City Attorney