
City of Grand Island



Tuesday, February 25, 2014
Council Session Packet

City Council:

Linna Dee Donaldson
John Gericke
Peg Gilbert
Chuck Haase
Julie Hehnke
Kent Mann
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Mark Stelk

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

7:00 PM
Council Chambers - City Hall
100 East 1st Street

Call to Order

This is an open meeting of the Grand Island City Council. The City of Grand Island abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed in the back of this room as required by state law.

The City Council may vote to go into Closed Session on any agenda item as allowed by state law.

Invocation - Father Todd Philipsen, Blessed Sacrament Catholic Church, 518 West State Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items form located at the Information Booth. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item C-1

Proclamation “Habitat for Humanity – Build a Dream Day” February 28, 2014

Habitat for Humanity is part of a global, nonprofit housing organization where homes are built for families to provide a safe environment and a brighter future. On February 28, 2014 Habitat for Humanity will hold their Build a Dream event with proceeds going towards funding Habitat for Humanity’s housing programs. Mayor Vavricek has proclaimed February 28, 2014 as “Habitat for Humanity – Build a Dream Day”. See attached PROCLAMATION.

Staff Contact: Mayor Jay Vavricek

THE OFFICE OF THE MAYOR
City of Grand Island
State of Nebraska

PROCLAMATION

WHEREAS, Grand Island Area Habitat for Humanity is part of a global, nonprofit housing organization operated on Christian principles that seeks to put God's love into action by building homes, communities and hope; and

WHEREAS, Grand Island Habitat for Humanity has an open-door policy: All who believe that everyone needs a decent, affordable place to live are welcome to help with the work, regardless of race, religion, age, gender, political views or any of the other distinctions that too often divide people; and

WHEREAS, the ReStore focuses on home improvement goods like lighting, hardware, building materials and appliances. Reusable and surplus items are donated and then sold to the general public at a fraction of the retail price. The proceeds help fund Habitat for Humanity's housing programs; and

WHEREAS, when homes are built, Habitat for Humanity can't take all of a family's problems away, but they can give them safe environments, security and a foundation for a brighter future; and

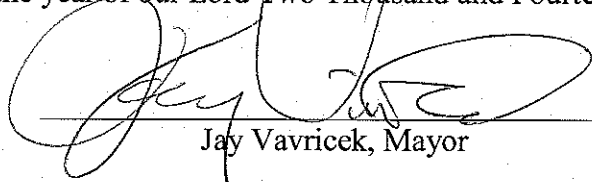
WHEREAS, the Build a Dream event will be held on February 28, 2014, with generous donations from several Grand Island area businesses and organizations. Proceeds from the event enable Habitat for Humanity to build homes, lives and community.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim Friday, February 28, 2014 as

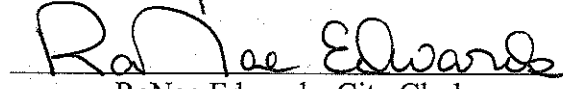
***"HABITAT FOR HUMANITY
BUILD A DREAM DAY"***

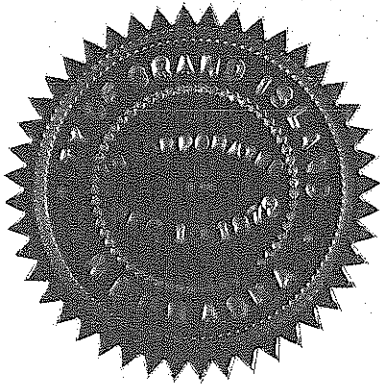
in the City of Grand Island, and encourage all citizens to support the efforts of the Grand Island Area Habitat for Humanity – Build a Dream day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this twenty-fifth day of February in the year of our Lord Two Thousand and Fourteen.


Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk





City of Grand Island

Tuesday, February 25, 2014

Council Session

Item C-2

Recognition of Crane Trust Nature Center

The Crane Trust Nature & Visitor Center located off of I-80 along the Platte River south of Alda is the place to see more than 500,000 sandhill cranes and whooping cranes migrate through Nebraska. The 2014 spring migration begins March 1st thru April 7th.

Mayor Vavricek will recognize Chuck Cooper, President and CEO of the Crane Trust Nature & Visitor Center along with employees and volunteers for their leadership in promoting Central Nebraska and the upcoming spring migration of the sandhill cranes and stewardship in conservation efforts important to the people of Grand Island. The Mayor will proclaim the month of March, 2014 as “Crane Watch on the Prairie Month”.

Staff Contact: Mayor Jay Vavricek

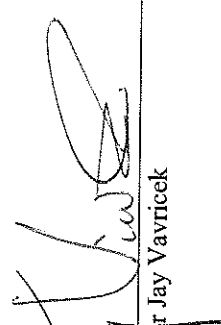


Certificate of Recognition

Awarded to

“Crane Trust Nature Center”

for their efforts and tireless work through the spring and fall crane migration seasons.


Mayor Jay Vavricek


City Administrator Mary Lou Brown


City Clerk RaNae Edwards



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item E-1

Public Hearing on Acquisition of Utility Easement - 1011 Claude Road - Morrison Enterprises, LLC

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director
Meeting: February 25, 2014
Subject: Acquisition of Utility Easement – 1011 Claude Road – Morrison Enterprises, LLC
Item #'s: E-1 & G-6
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 an easement relative to the property of Morrison Enterprises, LLC, located along the east side of Claude Road between Arch Avenue and Old Highway 30, and running in a southeasterly direction to the northwest corner of Morrison Enterprises building located at 1011 Claude Road, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The owner of the property is upgrading and replacing the electrical service to the building. To re-use the existing cable and transformer pad would require a very long outage and the disruption of business.

The Utilities Department policy is to provide loop or two-way feed to all transformers if possible. That can be accomplished by placing a second conduit and cable to a second transformer, wiring the second transformer to the new switchgear, and taking a very short outage to remove the old transformer and tie the existing cable into the new one.

The second conduit was laid so as to not tear up the existing parking lot. The easement is extra wide to cover both feeds.

Alternatives

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

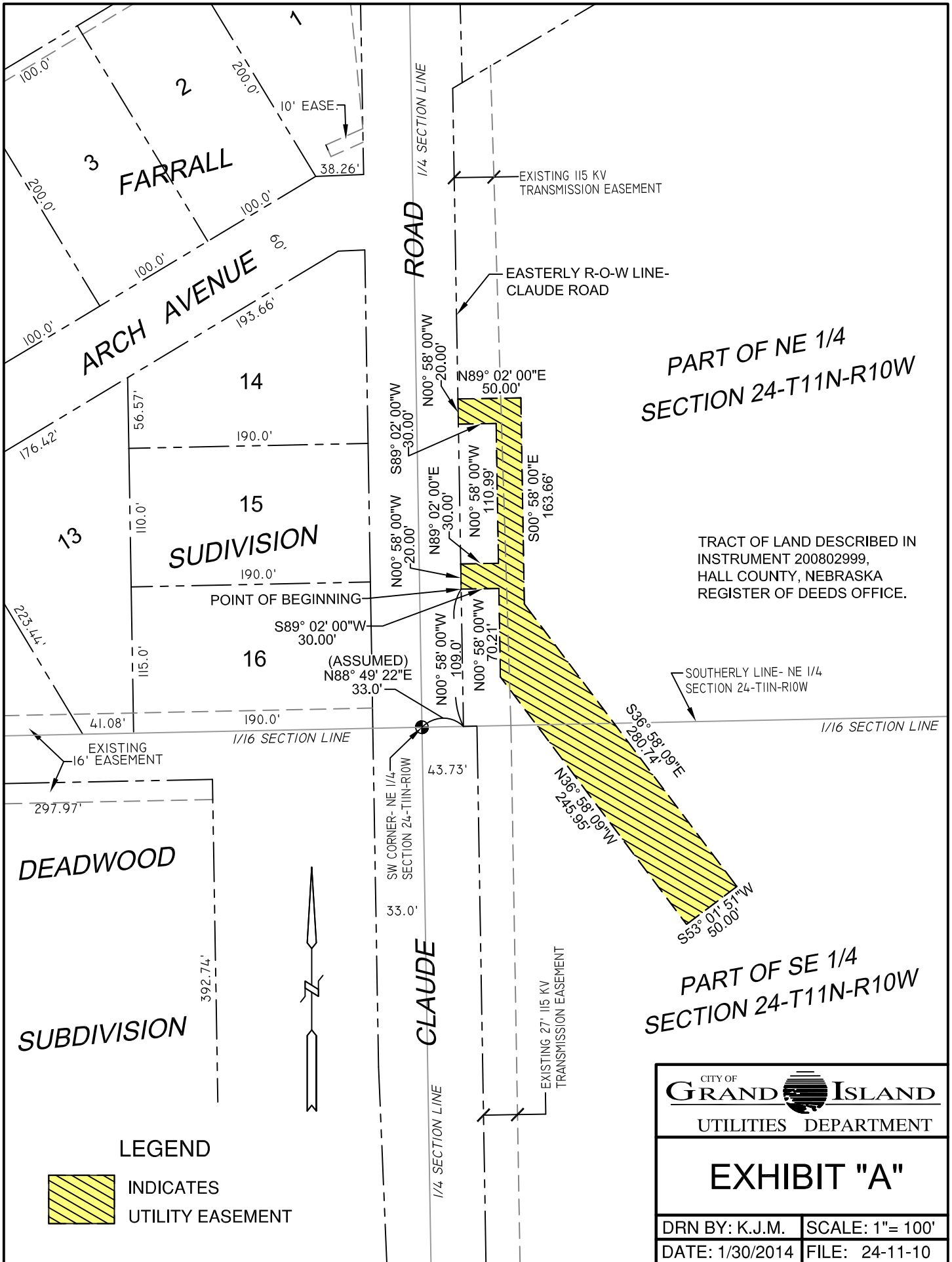
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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.



PART OF NE 1/4
SECTION 24-T11N-R10W

TRACT OF LAND DESCRIBED IN
INSTRUMENT 200802999,
HALL COUNTY, NEBRASKA
REGISTER OF DEEDS OFFICE.

PART OF SE 1/4
SECTION 24-T11N-R10W

CITY OF GRAND ISLAND UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 1/30/2014	FILE: 24-11-10



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item E-2

Public Hearing on Acquisition of Utility Easement in Vlach Subdivision (Vlach Properties, LLC)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: February 25, 2014

Subject: Public Hearing on Acquisition of Utility Easement in Vlach Subdivision (Vlach Properties, LLC)

Item #'s: E-2 & G-11

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

Background

Street Improvement District No. 1260; Webb Road – South Webb Road extending north from Stolley Park Road to Union Pacific Railroad Tracks was created by City Council on February 12, 2013. In order for this district to be constructed the City needs to acquire a utility easement, as shown on the attached sketch.

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council.

Discussion

Engineering staff of the Public Works Department have negotiated with the property owner to acquire the necessary utility easement to install and maintain utilities for Street Improvement District No. 1260. This utility easement will allow for the improvements to the roadway and drainage along this portion of Webb Road.

There will not be any compensation to the property owner for such utility easement, as this easement area involves an existing easement.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date

4. Take no action on the issue

Recommendation

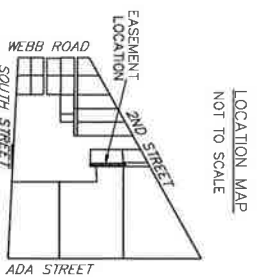
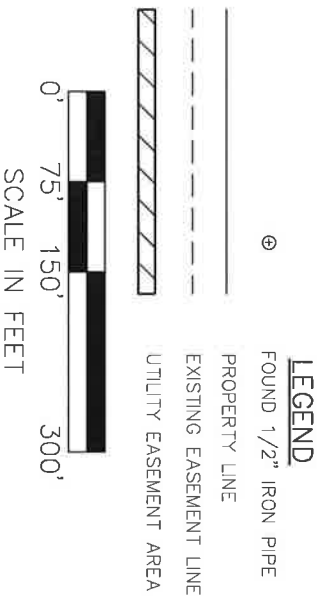
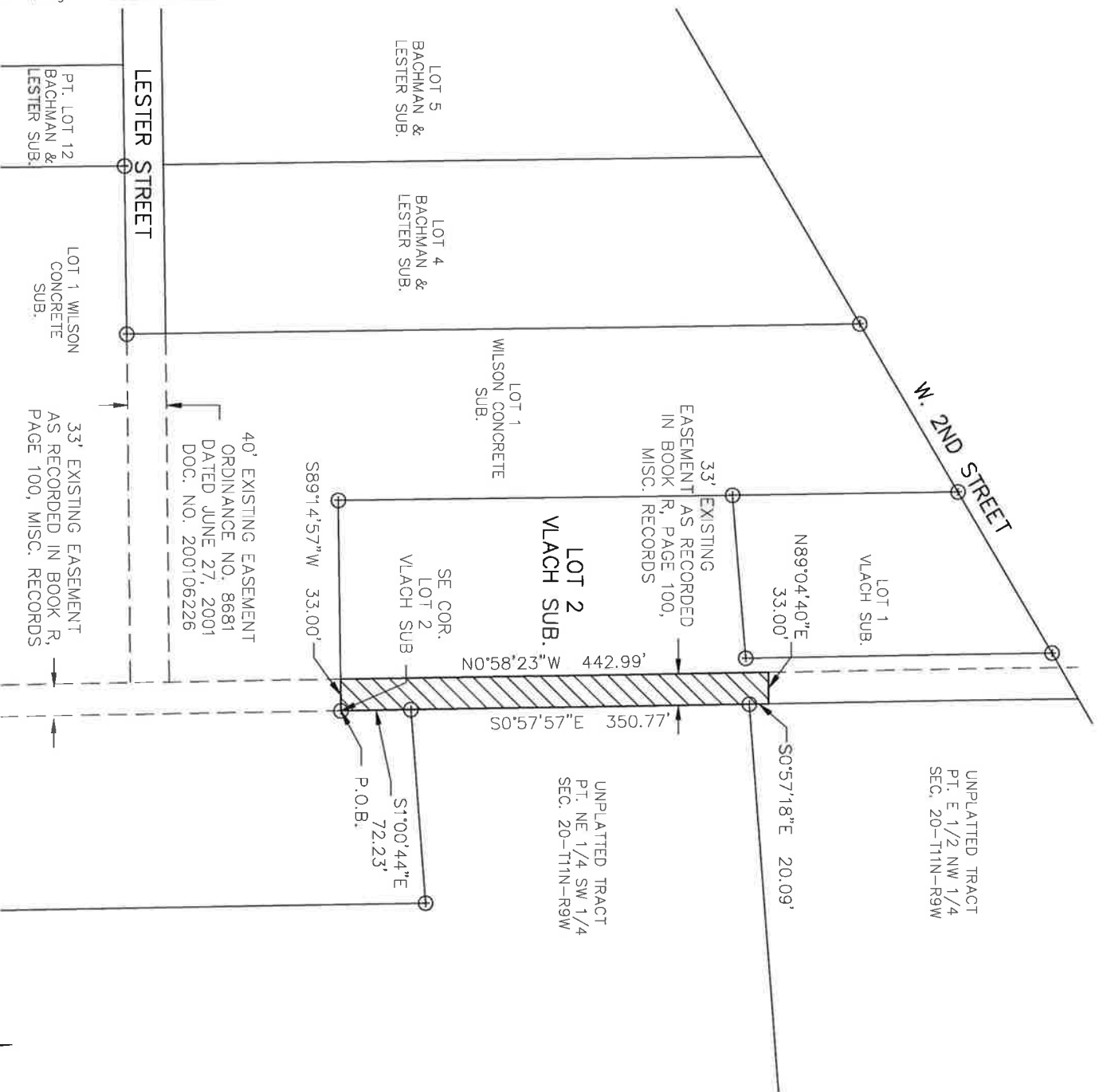
City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the utility easement from Vlach Properties, LLC for Street Improvement District No. 1260; Webb Road – South Webb Road extending north from Stolley Park Road to Union Pacific Railroad Tracks.

Sample Motion

Move to approve the resolution.

UTILITY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



UTILITY EASEMENT DESCRIPTION

A UTILITY EASEMENT LOCATED IN PART OF LOT 2, VLACH SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, VLACH SUBDIVISION, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE ON AN ASSUMED BEARING S89°14'57"W, ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 33.00 FEET, TO THE WEST LINE OF AN EXISTING EASEMENT RECORDED IN BOOK R, PAGE 100, MISC. RECORDS, HALL COUNTY, NEBRASKA; THENCE N00°58'23"W, ALONG SAID WEST LINE OF AN EXISTING EASEMENT, A DISTANCE OF 442.99 FEET; THENCE N89°04'40"E A DISTANCE OF 33.00 FEET TO THE EAST LINE OF LOT 2; THENCE S00°57'18"E, ALONG SAID EAST LINE OF LOT 2, A DISTANCE OF 20.09 FEET; THENCE S00°57'57"E, ALONG THE EAST LINE OF LOT 2, A DISTANCE OF 350.77 FEET; THENCE S01°00'44"E, ALONG THE EAST LINE OF LOT 2, A DISTANCE OF 72.23 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 14,608.71, SQUARE FEET OR 0.34 ACRES MORE OR LESS.

DWG: F:\projects\013-0908\SRVY\MasterXrefs\0130908UTILITY EASE 2.dwg
 DATE: Dec 02, 2013 10:47am
 USER: lwheeler
 XREFS: 0130908_XTOPO

PROJECT NO: 2013-0908
 DRAWN BY: LWJ
 DATE: 10/03/2013

WEBB ROAD EASEMENTS

WOLSSON ASSOCIATES

201 East 2nd Street
 P.O. Box 1072
 Grand Island, NE 68802-1072
 TEL: 308.384.8130
 FAX: 308.384.8752

EXHIBIT
1



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item G-1

Approving Minutes of February 11, 2014 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
February 11, 2014

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 February 11, 2014. Notice of the meeting was given in *The Grand Island Independent* on February 5, 2014.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Kent Mann, Linna Dee Donaldson, Julie Hehnke, Mitch Nickerson, Peg Gilbert, John Gericke, Mark Stelk, Mike Paulick, and Vaughn Minton. Councilmember Chuck Haase was absent. The following City Officials were present: City Administrator Mary Lou Brown, Assistant to the City Administrator Nicki Stoltenberg, Treasurer and Finance Director Jaye Monter, City Attorney Robert Sivick, and City Engineer and Public Works Director John Collins.

INVOCATION was given by Reverend Theresa Mason, Trinity United Methodist Church, 511 North Elm Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member John Albers.

PRESENTATION AND PROCLAMATION:

Proclamation “Fur’tastic Day” February 15, 2014. Mayor Vavricek proclaimed February 15, 2014 as “Fur’tastic Day”. Laurie Dethloff with the Central Nebraska Humane Society was present to receive the proclamation.

PUBLIC HEARINGS:

Public Hearing on Request from Full Circle Venue LLC dba Full Circle Venue, 1010 Diers Avenue, Suite 4 for a Change of Location for Class “C-88739” Liquor License to 3333 Ramada Road. Mayor Vavricek reported that the Public Hearing has been pulled at the request of the applicant.

Public Hearing on Acquisition of Public Right-of-Way in Section 24, Township 11 North, Range 10 (Little B’s Corporation). Public Works Director John Collins reported that staff has negotiated with the property owner to purchase the necessary right-of-way to construct property drainage for Street Improvement District No. 1261. This public right-of-way will allow for improved drainage by connecting the initial phase of the Moores Creek Drainway to the Westgate Industrial Park Road area. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easements in Copper Creek Estates 3rd Subdivision (The Guarantee Group, LLC). Public Works Director John Collins reported that the developer requested relocation of an existing easement to allow for replatting of lots within the Copper Creek Estates 3rd Subdivision. Staff recommended approval. No public testimony was heard.

Public Hearing on the One & Six Year Street Improvement Plan. Public Works Director John Collins presented a detailed listing of the street improvement projects with their corresponding years in which each projects is scheduled. The One & Six Year Street Improvement Plan was presented at the Grand Island/Hall County Regional Planning Commission meeting on February 5, 2014, in which a recommendation of approval was brought forth. Staff recommended approval. No public testimony was heard.

ORDINANCES:

Councilmember Gilbert moved “that the statutory rules requiring ordinances to be read by title on three different days are suspended and that ordinance numbered:

#9473 – Consideration of Vacation of a Utility Easement Located in Copper Creek Estates 3rd Subdivision (The Guarantee Group, LLC)

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of this ordinance on second reading and then upon final passage and call for a roll call vote on each reading and then upon final passage.” Councilmember Nickerson seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

Public Works Director John Collins reported that Ordinance #9473 is coming forth to Council upon the request of the developer/property owner of Copper Creek Estates 3rd Subdivision in order to vacate the originally dedicated easement. There are no utilities currently within this easement that will be affected by this vacation.

Motion by Gilbert, second by Minton to approve Ordinance #9473.

Assistant to the City Administrator: Ordinance #9473 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Assistant to the City Administrator: Ordinance #9473 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9473 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Motion by Donaldson, second by Minton to approve the Consent Agenda with the exception of G-5. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of January 28, 2014 City Council Special Meeting.

Approving Appointment of Tom O’Neill to the Citizens Advisory Review Committee.

Approving Appointment of Councilmember Stelk to the Firefighters and Police Pension Committees.

#2014-17 – Approving Bid Award for Insertable Dust Collectors – Crusher and Conveyor #3 Head Pulley at Platte Generating Station with Martin Engineering of Neponset, IL in an Amount of \$58,371.00

#2014-18 – Approving Bid Award for Pavement Markings for 2014 with Straight-Line Striping, Inc. of Grand Island, NE in the amount of \$59,598.73. Public Works Director John Collins reported that the contract will consist of painting traffic markings and lane lines in City of Grand Island owned roadways. John also provided an explanation of why a contract was considered vs the internal operating costs and time dedicated to this function performed by the Streets Division.

Motion by Nickerson to approve, second by Gilbert. Upon roll call vote, Councilmembers Minton, Stelk, Gericke, Gilbert, Nickerson, Hehnke, Donaldson, and Mann voted aye. Councilmember Paulick voted no. Motion adopted.

#2014-19 – Approving Bid Award for Concrete Ready-Mix for 2014 with Gerhold Concrete Co., Inc. of Grand Island, NE in the amount of \$124,500.00.

#2014-20 – Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2014 with OK Paving of Hordville, NE in the amount of \$850,260.00.

#2014-21 – Approving Acquisition of Public Right-of-Way in Section 24, Township 11 North, Range 10 (Little B’s Corporation).

#2014-22 – Approving Acquisition of Utility Easements in Copper Creek Estates 3rd Subdivision (The Guarantee Group, LLC).

#2014-23 – Approving Change Order No. 3 for the Walk to Walnut Safe Routes to School Project with the Nebraska Department of Roads for an Increase of \$1,951.64 and a Revised Contract Amount of \$386,010.31.

#2014-24 – Approving Agreement Amendment No. 1 with Olsson Associates for Professional Services Related to the Extension of Sanitary Sewer System from Wildwood Subdivision to Interstate 80 (District No. 530T).

RESOLUTIONS:

#2014-25 - Consideration of Request from Full Circle Venue LLC dba Full Circle Venue, 1010 Diers Avenue, Suite 4 for a Change of Location for Class “C-88739” Liquor License to 3333 Ramada Road. This item related to the aforementioned Public Hearing.

Mayor Vavricek reported that Resolution #2014-25, as was the Public Hearing, has been pulled at the request of the applicant.

#2014-26 – Consideration of One & Six Year Street Improvement Plan. This item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Minton to approve Resolution #2014-25. Upon roll call vote, all voted aye. Motion adopted.

#2014-27 – Consideration of Support of LB 935 Regarding the Relocation of the Grand Island Veterans Home. Mayor Vavricek presented the bill for public awareness and also noted that testimony is scheduled to occur on Thursday, February 13, 2014 before the Government, Military and Affairs Committee. It was also noted that the resolution being considered by council will be a part of its official public record of testimony and consideration.

Mayor Vavricek continued to explain that LB 935 would provide for greater transparency of the state's process as it considers the relocation of state services.

Motion by Gericke, second by Paulick to approve Resolution #2014-26. Upon roll call vote, all voted aye. Motion adopted.

#2014-28 – Consideration of Approving a Purchase Agreement for the Property Located at 1306 West 3rd Street.

City Administrator Mary Lou Brown acknowledged an email that was sent to council earlier today that stated the Hall County Board of Supervisors officially rescinded their offer to purchase the property located at 1306 West 3rd Street.

Attached to that email was a certified copy of the County's resolution.

As a result, City Administration is recommending that Council not approve the proposed purchase agreement.

Pam Lancaster, representing the Hall County Board of Supervisors, 121 S. Pine, spoke in support of the newly proposed recommendation of not approving the purchase agreement. She mentioned that after further review of the property it was determined that the main water line and the current HVAC systems were not conducive to the 500+ people that come and go from the Courthouse on a daily basis. Therefore, because of the life safety and inspection stipulation that was written in the agreement, it was agreed that the County would rescind their original purchase offer. Lancaster also apologized to City Administration and Council and stated that their intentions were honorable and straight forward.

Discussion was held by Council as it related to past conversations regarding the original intention of the property, as well as the integrity of the City's RFP process.

City Administrator Brown also suggested a study session regarding the property would eventually occur.

Motion by Nickerson, second by Gericke to deny Resolution #2014-27. Upon roll call vote, Councilmembers Minton, Paulick, Stelk, Gericke, Nickerson, Hehnke, Donaldson, Mann voted aye. Councilmember Gilbert voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Gilbert, second by Paulick to approve the Claims for the period of January 29, 2014 through February 11, 2014, for a total amount of \$2,507,213.03. Unanimously approved.

Councilmember Hehnke recused herself from Invoice #68390 for \$84.00.

ADJOURNMENT: The meeting was adjourned at 8:11p.m.

Nicki Stoltenberg
Assistant to the City Administrator



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item G-2

Approving Minutes of February 18, 2014 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

February 18, 2014

Pursuant to due call and notice thereof, a Study Session 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 February 18, 2014. Notice of the meeting was given in the *Grand Island Independent* on February 12, 2014.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following Councilmembers were present: Vaughn Minton, Mike Paulick, Mark Stelk, John Gericke, Peg Gilbert, Mitch Nickerson, Julie Hehnke, Chuck Haase, Linna Dee Donaldson, and Kent Mann. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, City Treasurer and Finance Director Jaye Monter, and City Engineer and Public Works Director John Collins.

INVOCATION was given by Community Youth Council member Hannah Sugita followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Hannah Sugita.

SPECIAL ITEMS:

Presentation by Almquist, Maltzahn, Galloway, & Luth for Fiscal Year 2013 City Single Audit and General Purpose Financial Statements and Electric and Water Audit Reports. Finance Director Jaye Monter introduced Terry Galloway representing Almquist, Maltzahn, Galloway, & Luth who presented a PowerPoint presentation on the Fiscal Year ending September 30, 2013 Audit. He stated they were giving the City a AAA rating.

Grand Island's Outstanding Debt increased by \$27,788,653 (64.1%) during the current fiscal year due primarily to the issuance of \$35,430,000 of Wastewater Revenue Bonds. Total net assets were \$622,308,286.

Discussion was held regarding the pension liability for police and fire. Currently there were \$2,850,151 additional funds above the liabilities.

Business-type activities net position was reduced \$423,850 (Electric Fund - \$252,225, Water Fund - \$50,839, and Sewer Fund - \$120,786) and the component units net position was decreased \$27,337 (all in the Grand Island Facilities Corporation).

Reviewed was the budgetary comparison schedule. Total general government was under budget \$156,258, public safety was under budget \$1,049,755, public works was under budget \$307,416, environment and leisure was under budget \$234,717 and non-departmental was over budget \$35,164 for a total under budget amount of \$1,712,982 for year ended September 30, 2013. Personnel and equipment were the reasons these funds were not spent.

Mr. Galloway stated we were in great financial shape in the General Fund and our outstanding general obligation debt was very good at 0.65%. General fund cash reserves were at \$11,878,627 an increase over the last four years. Business-type activities had a reserve of \$86,792,083. Mr. Galloway stated we currently had almost four months in cash reserves which were very good.

The top 5 sources of revenues were: sales tax; property taxes; grants and contributions; state allocation; and charges for services. Levy rates were reviewed over the last five years with the 2013 levy rate at 0.324418. Governmental expenses per capita based on 48,520 population were as follows: General Government - \$80; Public Safety - \$368; Public Works - \$125; and Environment and Leisure - \$107.

Mr. Galloway stated there were a lot of positive things going on in the City of Grand Island and we were in great shape.

Overview of 2013 General Fund Financial Results. Finance Director Jaye Monter presented the 2013 General Fund Financial results. General fund unrestricted cash reserve 2013 forecast was \$9,307,264 with the 2013 actual cash reserve coming in at \$10,528,593. General fund revenues had come in higher than forecasted and the expenditures had come in lower than forecasted. Property tax, sales tax, and building permits all came in higher than forecasted. Actual cash reserve as of September 30, 2013 was 31.40%.

Discussion was held regarding future spending and projecting future needs. Comments were made concerning the excess money left over from the 2013 budget.

2015 Budget Development. City Administrator Mary Lou Brown presented the proposed 2014/2015 budget calendar.

Discussion was held regarding more information to Council of major changes in the 2014-2015 budget. Ms. Brown commented on future year budgets that would be discussed with Council. Mentioned was there would be six union negotiations this year that would affect the wages in the budget.

A lengthy discussion was held regarding the number of meetings and on what days. Study Sessions were requested early on in the process. No specific direction was given by Council to Administration. City Administration will complete a budget calendar in the near future and send to Councilmembers.

ADJOURNMENT: The meeting was adjourned at 9:31 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item G-3

Approving Appointments of Councilmembers Kent Mann and Chuck Haase to the Metropolitan Planning Organization (MPO) Policy Board

Mayor Vavricek has submitted the appointments of Councilmembers Kent Mann and Chuck Haase to the Metropolitan Planning Organization (MPO) Policy board. The appointments would become effective immediately upon approval by the City Council. A motion is in order.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item G-4

Approving Appointment of Councilmember Mike Paulick to the Building Code Advisory Board

Mayor Vavricek has submitted the appointment of Councilmember Mike Paulick to the Building Code Advisory Board as a Council representative. The appointment would become effective immediately upon approval by the City Council. A motion is in order.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item G-5

Approving Request for Liquor Manager Designation for Jeff Deline, 3721 West Capital Avenue, Apt. A301 with Ruby Tuesday, 3429 West 13th Street

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: February 25, 2014

Subject: Request from Jeff Deline, 3721 West Capital Avenue, Apt. A301 for Liquor Manager Designation with Ruby Tuesday, 3429 West 13th Street

Item #'s: G-5

Presenter(s): RaNae Edwards, City Clerk

Background

Jeff Deline, 3721 West Capital Avenue, Apt. A301 has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Ruby Tuesday, 3429 West 13th Street.

This application has been reviewed by the Police Department and City Clerk's Office.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. See attached Police Department report.

Alternatives

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

1. Approve the requests.
2. Forward the requests with no recommendation.
3. Take no action on the requests.

Recommendation

City Administration recommends that the Council approve the request for Liquor Manager Designation.

Sample Motion

Move to approve the request from Jeff Deline, 3721 West Capital Avenue, Apt. A301 for Liquor Manager Designation in conjunction with the Class "I-67017" Liquor License for Ruby Tuesday, 3429 West 13th Street with the stipulation that Mr. Deline complete a state approved alcohol server/seller training program.

02/10/14
15:59

Grand Island Police Department
LAW INCIDENT TABLE

Page: 450
1

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City : Grand Island
Occurred after : **:**:** **/**/****
Occurred before : **:**:** **/**/****
When reported : 10:50:00 02/05/2014
Date disposition declared : 02/07/2014
Incident number : L14020669
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 3429 13th St W
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 470
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status : NCI Non-criminal Incident
=====

```

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	114286	02/10/14	Ruby Tuesday,	Business
Involved				
NM	190227	02/10/14	DeLine, Jeff M	Liquor Manager

LAW INCIDENT CIRCUMSTANCES:

```

Se Circu Circumstance code : Miscellaneous
-----
1 LT21 LT21 Restaurant

```

LAW INCIDENT NARRATIVE:

Jeff DeLine is Applying to be the Liquor Manager at Ruby Tuesday.

LAW INCIDENT OFFENSES DETAIL:

```

Se Offe Offense code : Arson Dama
-----
1 AOFF AOFF Alcohol Offense : 0.00

```

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D 318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	15:34:15 02/10/2014

318

Grand Island Police Department
Supplemental Report

Date, Time: Mon Feb 10 15:34:30 CST 2014
Reporting Officer: Vitera
Unit- CID

Jeff DeLine is applying to be the liquor manager at Ruby Tuesday. According to his application, he has lived in Oregon for at least the last ten years. Jeff moved to Grand Island in late 2013. Since Jeff hasn't lived in Nebraska for very long, it is no surprise that he didn't have an entry in Spillman, and he didn't have any convictions listed in NCJIS.

I checked Jeff for warrants and didn't find any. I did a general Internet check and didn't find anything damaging to the application. I also checked an online law enforcement-only database and didn't find anything that would preclude Jeff from being the liquor manager at Ruby Tuesday.

The application asks the applicant to list his last two employers and his supervisor. I called the one at the top where he had worked for the last ten years. The supervisor said he has only known Jeff for a little more than a year, but he had nothing but good things to say about him.

Since I can't run NCIC criminal history checks on liquor license applicants, we will have to rely upon the information provided to the State of Nebraska which would include a fingerprint submission to determine criminal history.

Assuming there are no problems at the State level, the Grand Island Police Department has no objection to Jeff DeLine becoming the liquor manager at Ruby Tuesday.



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item G-6

**#2014-29 - Approving Acquisition of Utility Easement - 1011
Claude Road - Morrison Enterprises, LLC**

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2014-29

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

WHEREAS, a public hearing was held on February 25, 2014, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the Southwest corner of the Northeast Quarter (NE1/4), Section Twenty Four (24), Township Eleven (11) North, Range Ten (10) West of the 6th PM, Grand Island, Hall County, Nebraska; thence easterly along the, southerly line of the said Northeast Quarter (NE1/4), on an assumed bearing of N88°49'22"E, a distance of thirty three (33.0) feet to a point on the easterly right-of-way line of Claude Road; thence N00°58'00"W, along the easterly right-of-way line of said Claude Road, a distance of one hundred nine (109.0) feet to the ACTUAL Point of Beginning; thence continuing N00°58'00"W, along the easterly right-of-way line of said Claude Road, a distance of twenty (20.0) feet; thence N89°02'00"E, a distance of thirty (30.0) feet; thence N00°58'00"W, a distance of one hundred ten and ninety nine hundredths (110.99) feet; thence S89°02'00"W, a distance of thirty (30.0) feet to a point on the easterly right-of-way line said Claude Road; thence N00°58'00"W, along the easterly right-of-way line of said Claude Road, a distance of twenty (20.0) feet; thence N89°02'00"E, a distance of fifty (50.0) feet; thence S00°58'00"E, a distance of one hundred sixty three and sixty six hundredths (163.66) feet; thence S36°58'09"E, a distance of two hundred eighty and seventy four hundredths (280.74) feet; thence S53°01'51"W, a distance of fifty (50.0) feet; thence N36°58'09"W, a distance of two hundred forty five and ninety five hundredths (245.95) feet; thence N00°58'00"W, a distance of seventy and twenty one hundredths (70.21) feet; thence S89°02'00"W, a distance of thirty (30.0) feet to a point on the easterly right-of-way line of said Claude Road, being the said Point of Beginning.

The above-described easement and right-of-way containing 0.42 acres, more or less, as shown on the plat dated 1/30/2014, 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 Morrison Enterprises, LLC, on the above-described tract of land.

- - -

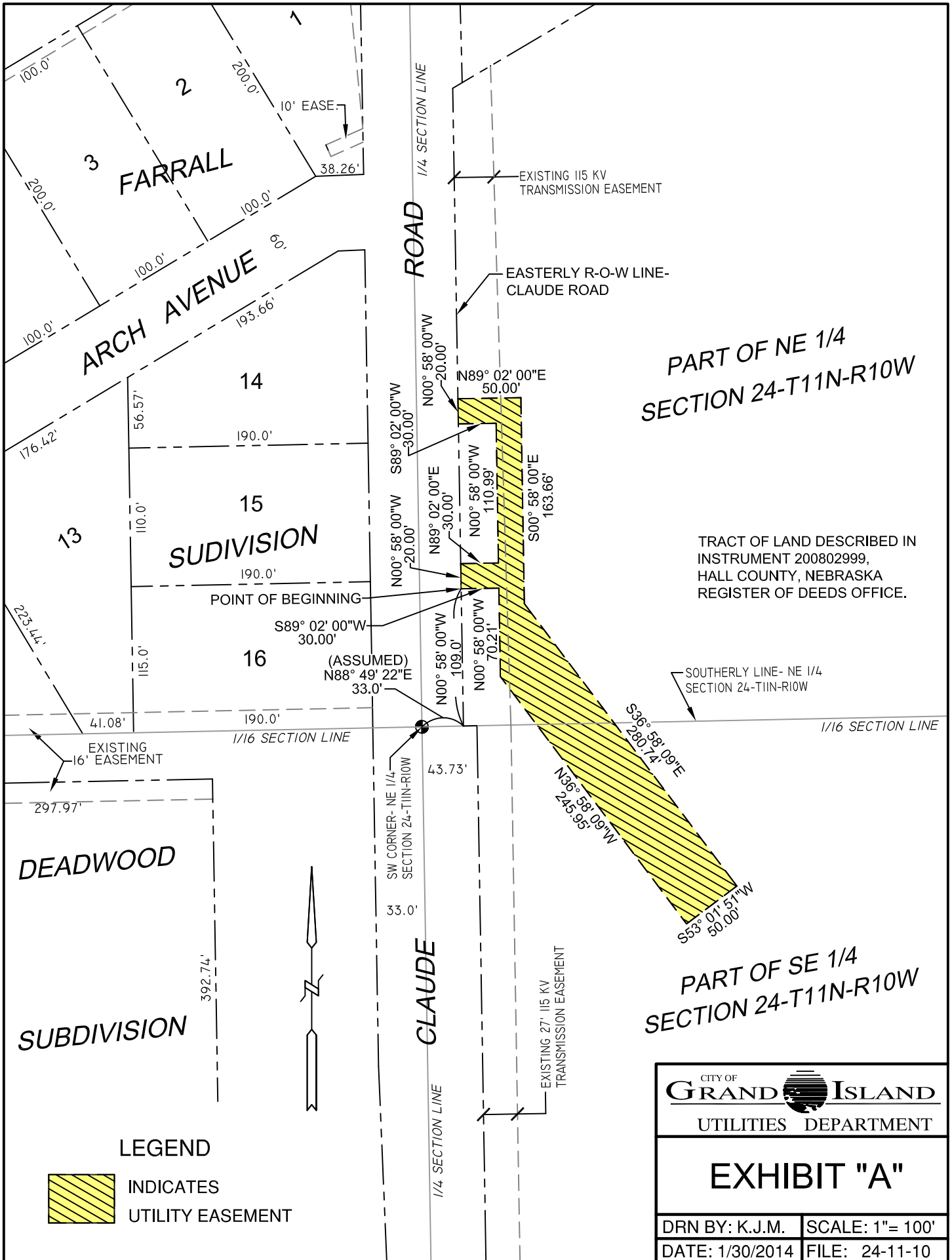
Approved as to Form	□ _____
February 21, 2014	□ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska February 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



PART OF NE 1/4
SECTION 24-T11N-R10W

TRACT OF LAND DESCRIBED IN
INSTRUMENT 200802999,
HALL COUNTY, NEBRASKA
REGISTER OF DEEDS OFFICE.

PART OF SE 1/4
SECTION 24-T11N-R10W

CITY OF GRAND ISLAND UTILITIES DEPARTMENT	
<h1>EXHIBIT "A"</h1>	
DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 1/30/2014	FILE: 24-11-10



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item G-7

#2014-30 - Approving Bid Award - Mark V HMI Upgrades at Platte Generating Station, Fall of 2014

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: February 25, 2014

Subject: Mark V HMI Upgrades - Fall 2014

Item #'s: G-7

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

Background

The Platte Generating Station utilizes a GE Mark V Turbine Control System to control and monitor the turbine. Plant staff interacts with this system using two computers running GE Cimplicity software and Windows NT operating systems, which is no longer being supported by the vendors. Burdick Station also utilizes GE Mark V Turbine Control Systems for the Human Machine Interfaces (HMI) on the gas turbines, which are identical software and computers to those found at Platte Generating Station. As the computers on the turbine control systems are critical to unit operation, it is essential to modernize the existing software and computers. The specifications included upgrading all four computers and software currently in service.

Discussion

The specifications for the Mark V HMI Upgrades - Fall 2014 were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on February 6, 2014. The engineer's estimate for this project was \$150,000.

Bidder	Bid Price	Adjustment	Bid Price
CSE Engineering, Inc.	\$ 119,544.68	- \$ 490.00 (taxes)	\$ 119,054.68
CSE Engineering, Inc. (Option 1)	\$ 125,745.33	- \$ 546.00 (taxes)	\$ 125,199.33
GE Energy Control Solutions, Inc.	\$ 150,934.00	+ \$ 00.27 (taxes)	\$ 150,934.27
HPI-LLC	\$ 377,047.00	- \$7,063.40 (taxes)	\$ 369,983.60

The bids were reviewed by plant engineering staff for conformance with the specifications. The bid from CSE Engineering, Inc., had noted exceptions which included proposing communication protocol that would not be compatible with existing drivers and would require additional cost to the City. Their bid also included a proposed network

between computers was found to be less reliable than the existing network. The concerns were addressed with the bidder and were determined to be non-compliant and unacceptable.

The bid from GE Energy Control Solutions, Inc. had no exceptions and is compliant with specifications.

Alternatives

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

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

Recommendation

City Administration recommends that Council award the Contract for Mark V HMI Upgrades - Fall 2014, to GE Energy Control Solutions of Longmont, Colorado, as the low responsive bidder, with the bid in the amount of \$150,934.27.

Sample Motion

Move to approve the bid in the amount of \$150,934.27 from GE Energy Control Solutions, Inc. for the Mark V HMI Upgrades - Fall 2014.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 6, 2014 at 2:00 p.m.
FOR: Mark V HMI Upgrades – Fall 2014
DEPARTMENT: Utilities
ESTIMATE: \$150,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: January 17, 2014
NO. POTENTIAL BIDDERS: 2

SUMMARY

Bidder:	<u>CSE Engineering, Inc.</u> Concord, CA	<u>CSE Engineering, Inc.</u> Concord, CA		
Bid Security:	Cashier's Check	Cashier's Check		
Exceptions:	None	None		
Bid Price:	<u>Materials</u>	<u>Labor</u>	<u>Materials</u>	<u>Labor</u>
GT2 & GT3 HMI's:	\$68,632.00	\$3,500.00	\$109,719.00	\$7,800.00
PGS HMI's:	\$36,092.00	\$3,500.00	No Bid	No Bid
Sales Tax:	\$ 7,330.68	\$ 490.00	\$ 7,680.33	\$ 546.00
Total Bid:	\$119,544.68		\$125,745.33	

Bidder:	<u>General Electric</u> Longmont, COL	<u>HPI, LLC</u> Houston, TX		
Bid Security:	Travelers Casualty & Surety	Cashier's Check		
Exceptions:	None	Noted		
Bid Price:	<u>Materials</u>	<u>Labor</u>	<u>Materials</u>	<u>Labor</u>
GT2 & GT3 HMI's:	\$66,584.00	\$13,000.00	\$125,740.00	\$50,450.00
PGS HMI's:	\$50,177.00	\$13,000.00	\$125,740.00	\$50,450.00
Sales Tax:	\$ 8,173.00		\$ 17,604.00	\$ 7,063.00
Total Bid:	\$150,934.00		\$377,047.00	

cc: Tim Luchsinger, Utilities Director

Bob Smith, Assist. Utilities Director

Mary Lou Brown, City Administrator
Pat Gericke, Utilities Admin. Assist.
Ryan Schmitz, Production Engineer

Jaye Monter, Finance Director
Karen Nagel, Utilities Secretary

P1704

RESOLUTION 2014-30

WHEREAS, the City of Grand Island invited sealed bids for Mark V HMI Upgrades at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on February 6, 2014, bids were received, opened and reviewed; and

WHEREAS, GE Energy Control Solutions, Inc., of Longmont, Colorado, 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 \$150,934.27.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of GE Energy Control Solutions in the amount of \$150,934.27, for Mark V HMI Upgrades at Platte Generating Station, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
February 21, 2014	☒ City Attorney



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item G-8

#2014-31 - Approving Bid Award - Burdick Pump Station High Service Pump #2 Recondition

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: February 25, 2014

Subject: Burdick Pump Station High Service Pump 2 Recondition

Item #'s: G-8

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

Background

The Burdick Pump Station is part of the City's municipal water system and includes three high pressure pumps that transfer water from the 3,000,000 gallon Burdick Reservoir to the City's water distribution system. The pumps were inspected in December, 2013, and a recondition repair scope was developed based on the findings during that inspection. Specifications were developed for reconditioning the Pump 2 at the Burdick Pump Station. The recondition work is scheduled to be completed and the pump returned to service prior to the summer increase in the City's water system demand.

Discussion

Specifications for the Burdick Pump Station High Service Pump 2 Recondition were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on February 6, 2014. The engineer's estimate for this project was \$60,000.00.

Bidder	Bid Price	Adjustment	Total Bid
Engineered Pump Services, Inc.,	\$ 33,927.00	+ \$ 680.61 tax	\$ 34,601.61
JCI Industries, Inc.	\$ 34,860.00		\$ 34,860.00
Xylem Water Solutions USA	\$ 38,233.85		\$ 38,233.85
Rotating Equipment Repair	\$ 48,141.00	+ \$1,314.32 tax	\$ 49,455.32

Bids were reviewed by Department engineering staff and the low bidder is compliant with specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that Council award the Contract for Burdick Pump Station High Service Pump 2 Recondition to Engineered Pump Services of Mukwonago, Wisconsin, as the low responsive bidder, in the amount of \$34,607.61.

Sample Motion

Move to approve the bid for \$34,607.61, including sales tax, from Engineered Pump Services for the Burdick Pump Station High Service Pump 2 Recondition.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 6, 2014 at 2:15 p.m.
FOR: Burdick Pump Station High Service Pump 2 Recondition
DEPARTMENT: Utilities
ESTIMATE: \$60,000.00
FUND/ACCOUNT: 525
PUBLICATION DATE: January 24, 2014
NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>Engineered Pump Services, Inc.</u> Mukwonago, WI	<u>Rotating Equipment Repair</u> Sussex, WI
Bid Security:	Cashier's Check	NGM Insurance Co.
Exceptions:	None	None
Bid Price:		
Material:	\$ 9,723.00	\$18,776.00
Labor:	\$24,204.00	\$29,365.00
Sales Tax:	----	----
Total Bid:	<u>\$33,927.00</u>	<u>\$48,141.00</u>

Bidder:	<u>JCI Industries, Inc.</u> Lees Summit, MO	<u>Xylem Water Solutions U.S.A.</u> Pewaukee, WI
Bid Security:	West Bend Mutual Ins. Co.	Westchester Fire Ins. Co.
Exceptions:	None	None
Bid Price:		
Material:	\$18,896.00	\$12,555.00
Labor:	\$14,642.00	\$24,800.00
Sales Tax:	<u>\$ 1,322.00</u>	<u>\$ 878.85</u>
Total Bid:	<u>\$34,860.00</u>	<u>\$38,233.85</u>

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Pat Gericke, Utilities Admin. Assist.
Mike Steinke, Utilities Dept.

Bob Smith, Assist. Utilities Director
Jaye Monter, Finance Director
Karen Nagel, Utilities Secretary
Lynn Mayhew, Assist. Utilities Director

P1712

RESOLUTION 2014-31

WHEREAS, the City of Grand Island invited sealed bids for Burdick Pump Station High Service Pump #2 Recondition, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on February 6, 2014, bids were received, opened and reviewed; and

WHEREAS, Engineered Pump Services of Mukwonago, 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 \$34,607.61; and

WHEREAS, the bid of Engineered Pump Services is less than the estimate for the Burdick Pump Station High Service Pump #2 Reconditioning.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid from Engineered Pump Services, in the amount of \$34,607.61, for Burdick Pump Station High Service Pump #2 Reconditioning, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
February 21, 2014	☒ City Attorney



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item G-9

#2014-32 - Approving Change Order #1 - Utility Management System - Mainsaver Software

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: February 25, 2014

Subject: Utilities Management System –
Mainsaver Change Order #1

Item #'s: G-9

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Utilities Department utilizes an accounting program on the AS400 computer for detailed accounting of its operations. This program was developed by City information technology staff in the 1980's and allows for cost tracking on work activities, based on Federal Electric Regulatory Commission (FERC) account codes that are mandated for public utilities. The Department also utilizes third party software systems for purchase orders, inventory, and for scheduling some work activities or preventive maintenance. None of these systems are integrated and, along with payroll and accounts payable, require that information be transferred or entered manually and/or multiple times.

As the use of the AS400 computer is being phased out due to support issues, staff from the Utilities and Finance Departments developed a Request for Proposals to replace the above systems with an integrated system that would incorporate work and asset management, purchasing, and accounting for the Utilities Department, and also allow electronic transfer of information for payroll and accounts payable to the City's MUNIS business accounting system. In addition to supplying the software system, the scope of the specifications included transfer of the information of the existing systems to the new system, and support services for both the new system integration and as required on an ongoing basis.

On September 24, 2013, the department recommended that the proposal from Mainsaver Software be accepted for the Utilities Management System. The proposal from Mainsaver included a detailed estimated activity pricing breakdown which will be billed at actual cost, for a not-to-exceed total price of \$209,320. This not-to-exceed cost does not include travel expenses, which will also be billed at actual cost. The cost of the new software system and in-house implementation expenses will be funded by the Utilities Enterprise Funds.

Discussion

The new management system is currently being integrated into use by Mainsaver and Department staff. During the integration process, various changes unique to the City's system were recommended by Department staff to Mainsaver to accommodate City or Department requirements or methods, requiring special programming that was not included in the original contract. In many cases, these changes were to allow greater ease of use or acceptance by Department employees, which should promote a smoother transition and favorable long-term benefits from the system to Department operations. The detailed changes and cost breakdowns are provided in the attached contract change orders. Department management staff has reviewed these changes and recommend their approval as being in accordance with the terms of the contract.

Alternatives

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

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

Recommendation

City Administration recommends that Council award Change Order #1 to the Contract for Utilities Management System in the amount of \$26,040.00.

Sample Motion

Move to approve Change Order #1 for Utilities Management System to Mainsaver, in the amount of \$26,040.00.C



TO: Mainsaver Software
1803 Thornmint Road Suite 200
San Diego CA 92127

PROJECT: Utility Management System

You are hereby directed to make the following change in your contract:

1. Additional payment per the attached quotations:

ADDITION of \$26,040.00

The original Contract Sum	<u>\$ 209,320.00</u>
Previous Change Order Amounts	<u>\$ 00.00</u>
The Contract Sum is increased by this Change Order	<u>\$ 26,040.00</u>
The Contract Sum is decreased by this Change Order	<u>\$ 0.00</u>
The total modified Contract Sum to Date	<u>\$ 235,360.00</u>

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein.

APPROVED: CITY OF GRAND ISLAND

By: _____

Date: _____

Attest: _____

Approved as to Form, City Attorney

ACCEPTED: MAINSAVER SOFTWARE

By: _____

Date: _____

RESOLUTION 2014-32

WHEREAS, Mainsaver Software Inc. of San Diego, California, was awarded the contract for the Utilities Management System, at the September 24, 2013 City Council meeting; and

WHEREAS, during the integration process with various divisions of the Utilities Department, changes unique to the City's system were recommended by Department staff to Mainsaver to accommodate City or Department requirements or methods, requiring special programming that was not included in the original contract; and

WHEREAS, these changes will allow for greater ease which should promote a smoother transition and favorable long-term benefits from the system to Department operations; and

WHEREAS, Change Order #1 was prepared for a contract adjustment of an additional amount of \$26,040.00, resulting in a final contract amount of \$235,360.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 with Mainsaver Software, Inc., of San Diego, California, resulting in an additional cost of \$26,040.00, for a final contract price of \$235,360.00, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 21, 2014	☐ City Attorney



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item G-10

#2014-33 - Approving Agreement with Olsson Associates for Construction Engineering Services for the Various Locations in Grand Island (Resurfacing) Project

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

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: February 25, 2014

Subject: Approving Agreement with Olsson Associates for Construction Engineering Services for the Various Locations in Grand Island (Resurfacing) Project

Item #'s: G-10

Presenter(s): John Collins, Public Works Director

Background

All agreements must be approved by the City Council.

The Various Locations in Grand Island (Resurfacing) project consists of typical asphalt mill and overlay construction, which is accomplished by removing the top of existing asphalt surfacing by cold milling and placement of new Asphaltic Concrete. The project will improve approximately 4.6 miles of city streets and is planned at the following locations.

- Blaine Street – Garland Street to Beltline Trail
- First Street – Walnut Street to Sycamore Street
- North Road – 13th Street to State Street
- Independence Avenue – Capital Avenue to Nebraska Highway 2
- Broadwell Avenue – Anna Street to State Street

Certain locations have been identified for complete pavement removal and reconstruction due to the lack of structural capacity of the existing pavement. These locations include two blocks on First Street, the southern portion of Independence Avenue, and the east side of Broadwell Avenue from Division Street to Second Street. Sidewalk curb ramps will be reconstructed to Americans with Disabilities Act (ADA) standards at all intersections.

This project is made possible through funds provided by the Nebraska Department of Roads (NDOR) Surface Transportation Program (STP) and the Federal Highway Administration. This project will relieve the City of Grand Island from funding these improvements solely with the Streets Division Resurfacing funds or the Capital Improvements Program fund.

On May 14, 2013, City Council approved Supplemental Agreement No. 1 for limiting future obligations for the Various Locations (Resurfacing) Project. Funding shortfalls were caused by the current highway funding and authorization bill, the Moving Ahead for Progress in the 21st Century Act (MAP-21). To address the funding shortage, NDOR agreed to provide more funds to deliver projects already programmed through STP funds with First Class Cities, but required the federal funding for these projects to be limited. Under Supplemental Agreement No. 1 the maximum amount of STP funds that can be obligated for all project costs is \$2,828,818. The maximum amount that can be obligated for construction engineering services is 80% of \$275,000, or \$220,000.

Discussion

The City of Grand Island solicited the Request for Proposals for Engineering Consulting Services related to the Various Locations (Resurfacing) project on June 28, 2011. The scope of services in the Request for Proposals included Construction Engineering Services.

Olsson Associates was selected to perform Construction Engineering Services based on qualifications detailed in the firm's on-call proposal to NDOR for these services, their experience with Federal Aid Transportation projects, and their familiarity with the Various Locations (Resurfacing) project design and specifications. Public Works Engineering Division staff conducted negotiations to determine the appropriate scope and fee to satisfy FHWA and NDOR requirements and to ensure quality construction inspection and project management.

The amount of hours calculated in the services for Construction Inspection and Material Sampling and Testing are considered appropriate; it is vital that observation and testing occur during all critical operations, such as asphalt paving operations and concrete pavement placement. In order to coordinate construction activity with other Public Works and Utility Department projects, and to ensure sufficient notification to Emergency Services, Schools and impacted residents and businesses, and to facilitate timely completion of work, Olsson Associate's project management staff will be required to conduct weekly on-site progress meetings.

Olsson Associates will be paid a fixed-fee-for-profit of \$34,289.00 and up to a maximum amount of \$270,817.99 for actual costs in accordance with Exhibit "B", with a total amount of \$305,106.99. Since the negotiated cost for the agreement exceeds the maximum amount for construction engineering costs specified in Supplemental Agreement No. 1, the City of Grand Island will be responsible for 100% of the costs in excess of \$275,000.00. The total City costs for construction engineering was originally estimated to be \$55,000.00, but are now estimated to be \$85,106.99; a difference of \$30,106.99.

Due to heavy project workload in this upcoming construction season, City staff will participate to a limited extent in construction oversight and project management tasks.

The tentative start date for construction is April 28, 2014. The project is expected to be completed in late fall of 2014.

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 the agreement with Olsson Associates to perform construction engineering services for the Various Locations in Grand Island (Resurfacing) Project.

Sample Motion

Move to approve the agreement with Olsson Associates to perform construction engineering services for the Various Locations in Grand Island (Resurfacing) Project.

Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

WHEREAS, Consultants primary contact person for LPA will be LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge.

NOW THEREFORE, in consideration of these facts, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS (LPA Task Order)

WHEREVER in this Task Order the following terms are used, they shall have the following meaning:

"LPA" stands for Local Public Agency, and in this Task Order means City of Grand Island (city or county), unless the context otherwise requires. LPA may also be used to refer generally to other Local Public Agencies. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects.

"CONSULTANT" means the firm of Olsson Associates, Inc. and any employees thereof, whose business and mailing address is 1111 Lincoln Mall Suite 111, Lincoln, Nebraska. 68508.

"SUBCONSULTANT/SUBCONTRACTOR" means the firm of Alfred Benesch & Company and any employees thereof, whose business and mailing address is 825 J Street, Lincoln, Nebraska, 68508.

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://www.dor.state.ne.us/gov-aff/pa/pa-guidelines.pdf>.

"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual.

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State represents the interests of the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this Task Order shall mean the State on behalf of the United States Department of Transportation.

"FHWA" means the Federal Highway Administration, United States Department of

Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"STATE REPRESENTATIVE" means an employee of the State assigned by the State to determine whether the LPA's project meets the eligibility requirements for federal funding and to provide technical assistance when requested by the LPA, in LPAs efforts to comply with the requirements for Federal-aid funded local projects.

To "ABANDON" the Task Order means that the LPA has determined that conditions or intentions as originally existed have changed and that the Task Order as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the Task Order means that the LPA has determined that the conditions or intentions as originally existed have changed and that the Task Order as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the State determines to abandon or terminate the Task Order or to reinstate it under the conditions as defined in this Task Order.

To "TERMINATE" or the "TERMINATION" of this Task Order is the cessation or quitting of this Task Order based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

SECTION 2. TERM OF THE AGREEMENT

This Task Order becomes effective on the date it is signed by the LPA and will end upon:

(1) the waiver of an audit review or (2) the final completion of an audit review by the State or its authorized representative, and the resolution of all issues identified in the audit report.

SECTION 3. TASK ORDER SCOPE OF SERVICES

LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. LPA and Consultant agree that the Scope of Services for this Task Order will be in two parts. Part one of the Scope of Services is contained within the General Scope of Services set out below. Part two of the Scope of Services is set out on the document attached hereto as Exhibit "A", entitled Scope of Services and Fee Proposal, which is hereby fully incorporated herein and made a part hereof by this reference. Exhibit "A" is the result of the following process:

(1) LPA provided Consultant with a document describing the detailed proposed Scope of Services for this project

(2) Consultant made necessary and appropriate proposed additions, deletions, and

revisions to LPA's detailed Scope of Services document

(3) LPA and Consultant together reviewed the proposed Scope of Services, the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".

Consultant and LPA have agreed that Exhibit "A" sets out the Services reasonably necessary and the costs reasonably estimated for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents (definition below), the Manuals (definition below), State and Federal law, rule or regulation and policy.

General Scope of Services:

The Consultant services generally include, but are not limited to: project management; construction engineering; pre-construction staking; traffic control plans; conducting the preconstruction conference; construction staking; project inspection; materials sampling and testing during project construction; monitoring environmental commitments; preparing as-built plans; progress computations; final computations; preparing contractor change orders and work orders; and all project communications, including any necessary communication regarding federal-funding project eligibility questions, issues and concerns.

The Consultant shall review and have a working knowledge of the project plans, special provisions, standard specifications (the Standard Specifications for Highway Construction of NDOR (Current Edition)), change orders and all other project related contract documents for the construction of LPA's Federal-Aid project. The project plans, special provisions, standard specifications, and other contract documents are hereby incorporated by reference into this Task Order, as if they were fully set forth herein, and collectively, may be referred to as the Construction Contract Documents. Consultant shall assume the duties of "Inspector", (also referred to in the NDOR Construction Manual as "Construction Technician"); "Project Manager," and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction (2007 Edition). Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

Additionally, Consultant shall review and have a working knowledge of the following authoritative guides and manuals related to highway construction, materials and federal aid reimbursement:

- (1) NDOR Construction Manual - Current Edition
- (2) Materials Sampling Guide (NDOR)
- (3) Standard Methods of Tests – 2006 (NDOR)
- (4) The LPA Manual
- (5) The Manual on Uniform Traffic Control Devices
- (6) AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
- (7) The ASTM Standards
- (8) NDOR Final Review Manual

These documents are hereby incorporated herein by reference as if fully set forth, and these documents, collectively, may be referred to as the Manuals. Unless required otherwise by the Construction Contract Documents, Consultant shall be responsible for timely completion of all applicable checklists, tests, samples, duties, requirements and provisions of the Manuals. The Manuals will be used to determine what, when, how, the sequence, and other details of the work that must be provided by Consultant, whenever Consultant's duties in these respects are not clearly set out in the Construction Contract Documents. Consultant shall employ a sufficient number of qualified employees on the project to adequately observe, monitor, inspect, measure, manage, document, report and carry out the other duties of this Task Order, so that the project is constructed by the contractor in compliance with the Construction Contract Documents, the Manuals, State and Federal law, rule or regulation and policy. Consultant shall fulfill all contract duties of inspection, project management and construction engineering for the project in a timely manner and shall communicate regularly about the progress of the construction with the LPA, through the RC, and, when appropriate for federal funding or eligibility issues, the State representative.

The Consultant is required to use Trans*Port Site Manager as the construction record-keeping system for Services under this contract.

The Consultant shall be present at the project site when appropriate for each applicable phase of construction to inspect, observe, monitor, measure, manage, document and report on the progress of the work or as otherwise specifically agreed to by the LPA.

The Parties understand that the Consultant is not responsible for the Contractor's means and methods of construction. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, the Consultant shall keep the Owner's RC informed about the progress and quality of the portion of the work and shall advise the RC about observed or measured deficiencies in the work.

Additional Requirements:

- A. The Consultant shall advise the LPA when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
- B. The Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
- C. The Consultant will be present at the project site or available at LPA's Offices beginning on the date specified in the LPA's notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours notice, at any prior date (1) when contract work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.
- D. The Consultant will promptly review and approve or reject all construction work on the project, with the right, but not the duty, for the State and FHWA to review for compliance or funding eligibility.
- E. All reports of field tests performed by the Consultant will be submitted weekly to the State Representative (two copies). Consultant will take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents.
- F. The Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this Task Order.
- G. Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for the Consultant. The Parties understand that federal reimbursement of extra compensation must be approved in advance as described in the Fees and Payments Section of this Task Order.

H. The sampling and testing type, method and frequency must be completed by Consultant

according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests (www.dor.state.ne.us), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, provide its advice and request that LPA decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by NDOR procedures must receive prior concurrence for use from NDOR and FHWA.

SECTION 4. STAFFING PLAN (TO CE)

The Consultant has furnished LPA with a staffing plan that identifies the employees of the Consultant who will be part of the primary team for this project. The primary team is expected to be directly responsible for providing the field services for the work under this Task Order. This document shall specify the role that will be assigned to each member of the primary team. This document is attached hereto as Exhibit "A" and is incorporated herein by this reference. During construction, the Consultant may make occasional temporary changes to the primary team. However, any permanent change to the primary team will require prior written approval from the LPA.

Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in the SUSPENSION, ABANDONMENT, OR TERMINATION section of this Task Order.

SECTION 5. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the

Task Order Agreement CE Services
T-AGRS-7-TO
10-10-13

Illegal Immigration Reform and Immigrant Responsibility Act of 1996; 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant 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. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. The form is available on the Department of Roads website at www.transportation.nebraska.gov/proidev/#save.
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 6. NOTICE TO PROCEED AND COMPLETION

The LPA will issue Consultant a written Notice-to-Proceed upon 1) full execution of this Task Order, 2) LPA's determination that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Task Order is acceptable for federal funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed will not be eligible for reimbursement.

The Consultant shall complete all work under this Task Order within 60 calendar days from the construction completion date stated on the DR Form 91 "Notification of Contract Completion", and the work must be invoiced within 105 calendar days of the construction completion date. Any exception to this deadline will require prior approval from the State's

Construction Division Project Coordinator. If justification is approved, a time extension will be granted. Any costs incurred by Consultant after the completion deadline will not be eligible for federal funding reimbursement.

SECTION 7. FEES AND PAYMENTS

The Consultant's fee proposal is set out on Exhibit "B", attached hereto and made a part of this agreement. The general provisions concerning payment under this Task Order are set out on the Exhibit "B", attached hereto and made a part of this Task Order.

For performance of the services under the terms of this Task Order, the Consultant will be paid a fixed-fee-for-profit of \$34,289.00 and up to a maximum amount of \$270,817.99 for actual costs in accordance with Exhibit "B". The total Task Order amount is \$305,106.99.

SECTION 8. PROFESSIONAL PERFORMANCE (CE Task Order 12-19-11)

The Consultant understands that the LPA will rely on the professional training, experience, performance and ability of the Consultant. Examination by the LPA, State, or FHWA, or acceptance or use of, or acquiescence in the Consultant's work product, will not be considered to be a full and comprehensive examination and will not be considered approval of the Consultant's work product which would relieve the Consultant from liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this Task Order. The Consultant further understands that acceptance or approval of any of the work of the Consultant by the LPA or concurrence by the State/FHWA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the work product of the Consultant is found to be in error or there are omissions therein revealed during or after the construction of the project and revision, reconsideration or reworking of the Consultant's work product is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the notice of any errors, omissions or negligence within 24 hours and give immediate attention to necessary corrections. If the Consultant discovers errors, omissions, or negligence in its work, it shall notify the LPA within 24 hours. Failure of the Consultant to notify the LPA will constitute a breach of this Task Order. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 9. SUSPENSION, ABANDONMENT OR TERMINATION (2/8/12)

The LPA has the absolute right to suspend or abandon the work, or terminate this Task Order at any time and such action on its part will in no event be deemed a breach of this Task Order. The LPA will give the Consultant seven days written notice of such suspension, abandonment, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the FEES AND PAYMENTS section above.

If the LPA suspends or abandons the work or terminates this Task Order as presently outlined, the Consultant shall be compensated in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this Task Order, the LPA will have the power to suspend payments, pending the Consultant's compliance with the provisions of this Task Order. For an abandonment or termination of this Task Order, payment to Consultant will be prorated based on the percentage of work completed by the Consultant prior to abandonment or termination compared to the total amount of work contemplated by this Task Order.

The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

SECTION 10. SECTIONS INCORPORATED BY REFERENCE:

For the convenience of the Parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 12 through 18 and 20 through 27 of the Master Agreement for on-call construction engineering services for LPA projects between the Nebraska Department of Roads and Consultant, dated March, 2010, with one recurring change:

The name of LPA should be substituted in for any reference in that Master Agreement to State, State of Nebraska, Director or the Nebraska Department of Roads, unless the context would otherwise require. The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the Nebraska Department of Roads is not a party to this Task Order and shall have no obligations or duties under this Task Order.

SECTION 11. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (LPA)

The Consultant agrees to save harmless the LPA and State/FHWA from all claims and liability due to the error, omission or negligence of the Consultant or those of the Consultant's agents or employees in the performance of services under this Task Order. Further, it is expected that in carrying out the work under this Task Order, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this Task Order shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA or State in carrying out the work under this Task Order.

Finally, in this connection, the Consultant shall for the life of this Task Order, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this Task Order. In any contract Consultant has with a subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "C" must be met by the subconsultant.

SECTION 12. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representatives of the Consultant, by signing this agreement, hereby swears, under the penalty of law, the truth of the following certifications, and agrees as follows:

- A. Neb. Rev. Stat. § 81-1715(1).** I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum or actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- B. Neb. Rev. Stat. §§ 81-1717 and 1718.** I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:
1. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
 2. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
 3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions. Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.

1. Instructions for Certification

- a. By signing this agreement, the Consultant is providing the certification set out below.
- b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the State's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the State may terminate this agreement for cause or default.
- d. The Consultant shall provide immediate written notice to the State if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State before entering into this agreement.
- g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
- i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

- j. Except for transactions authorized under paragraph f of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the State may terminate this agreement for cause or default.

2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph a.ii above; and
 - iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

SECTION 13. LPA CERTIFICATION

By signing this Task Order, I do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request,

Task Order Agreement CE Services
T-AGRS-7-TO
10-10-13

in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 14. ALL ENCOMPASSED

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

Project No. URB-5409(2)
Control No. 42706
Various Locations in Grand Island
Template T-AGRS-7-TO Revised 10-10-13

Page 14 of 15
Agreement No. BK1410

Task Order Agreement CE Services
T-AGRS-7-TO
10-10-13

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful

authority as of the date signed by each party. Further, the Parties, by signing this agreement,

attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by the Consultant this 10th day of February, 2014.

Jeff R. Blisk for John S. Olsson, P.E.
OLSSON ASSOCIATES, INC.

Jeff R. Blisk
Senior Vice President

STATE OF NEBRASKA
)ss.
HALL LANGASTER COUNTY)

Subscribed and sworn to before me this 10th day of February, 2014.



Christina Kay Dethlefs
Notary Public

EXECUTED by the (LPA) this _____ day of _____, 2014.

CITY OF GRAND ISLAND
Jay Vavricek

Mayor

Subscribed and sworn to before me this _____ day of _____, 2014.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

Date

AGRSCODING

Project No. URB-5409(2)
Control No. 42706
Various Locations in Grand Island
Template T-AGRS-7-TO Revised 10-10-13

Page 15 of 15
Agreement No. BK1410

**Exhibit "A"
SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING
for**

**Project Name: Various Locations in Grand Island
Project Number: URB-5409(2)
Control Number: 42706**

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for Various Locations in Grand Island in Hall County, Nebraska. The project consists of the following improvements: Asphalt overlay, concrete replacement, storm sewer, grading, sidewalk replacement, pavement marking, and misc. appurtenances.

Olsson Associates, (Consultant) shall serve as agent for City of Grand Island, (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall inspect the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

B. APPLICABLE PUBLICATIONS

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOR Materials Sampling Guide
4. NDOR Construction Manual
5. NDOR Standard Specifications for Highway Construction Project Plans
6. Contract Special Provisions
7. Manual on Uniform Traffic Control Devices (MUTCD) and NDOR's supplement to the MUTCD.
9. NDOR Final Review Manual
10. NDOR Standard Method of Tests for Laboratory and Field

C. LPA SHALL PROVIDE

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of-way (ROW) and easements, and LOC, if available
3. Two copies of the Plans and Special Provisions
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOR website)
5. Survey Field Books with control points and bench marks
6. NEPA Document
7. Other

These documents may be provided in either paper or electronic format.

D. CONSULTANT SHALL PROVIDE

1. Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOR; maintain project records; and perform other duties of the Project Manager as defined in the NDOR Standard Specifications for Highway Construction.
 - 1.1 Project Management activities shall include the following:
 - Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
 - Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
 - Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
 - Generate contractor's progress and final Estimates in Site Manager
 - Review Contractor's Construction Schedule
 - Coordinate with LPA and RC regarding all project activities. At a minimum, weekly meetings will be held with PM and RC for project updates.
 - Make entries of project data and diary information into Site Manager on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.
2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOR when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.
 - 2.1 Construction Inspection Planning Meeting - The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOR State Representative.
 - 2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting notes.
 - 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOR personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately 13 meetings.
 - 2.4 Public Meeting - Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project. This will include preparation of exhibits and handouts for the meeting.
 - 2.5 Assume 15 trips to the project site for meetings.
3. Traffic Control Plan. Consultant shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC).
 - 3.1 Prepare Traffic Control Plan in accordance to NDOR Standard Plans, MUTCD and the NDOR Supplement to the MUTCD. Sign and seal plans. Estimating 12 traffic control plans.
 - 3.2 Contractor and RC to meet with Consultant again following pre-construction meeting to review Contractor's detailed schedule and phasing.
 - 3.3 Submit Plans to the RC for their review and records.

4. SWPPP Inspections/Manual Updates. Consultant shall conduct inspections bi-weekly and after every 1/2" or greater rain event according to permit regulations. The Stormwater Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOR and/or LPA requirements.

- 4.1 Conduct **20** Inspections (12 bi-weekly and 8 misc.)
- 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
- 4.3 Assume **20** trips to the project site for SWPPP Inspections.

5. Construction Survey/Staking. The following tasks are required if the Consultant is providing Construction Surveying and Staking. This work shall be done in accordance with the NDOR Construction Manual.

- 5.1 Provide coordination of staking needs with Contractor.
- 5.2 Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.
- 5.3 Stake limits of construction throughout project.
- 5.4 Mark removals including pavement removal limits. Stake right-of-way and construction easements.
- 5.5 Provide slope stakes for grading.
- 5.6 Provide paving hubs. For structures storm sewer and pipe culverts, the consultant will provide grade stakes.
- 5.7 Provide cross-section for new culverts before providing a Culvert Order List to Contractor.
- 5.8 Stake modular block walls.
- 5.9 Stake silt fence.
- 5.10 Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement.
- 5.11 Assume **32** trips to the project site for construction survey/staking.

All items will be staked one time. Except for re-staking required for staking done incorrectly, re-staking will be considered out-of-scope. Consultant will invoice the LPA for the re-staking. If re-staking is required because of the activities of the Contractor, the fee for re-staking will be withheld from Contractor payment.

6. Construction Consultation/Site Manager & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.

- 6.1 Construction Consultation/SiteManager & Daily Work Report (DWR)
 - Review and Enter Data into SiteManager
 - Maintain Project Field Diaries, Files, and Record data in SiteManager
 - Document and Review Daily Work Reports (DWRs)
 - Upload material information to the "S" drive weekly
 - Maintain updated quantity spreadsheets throughout the project.

7. Ginder Shim Surveying. N/A

8. Perform Bearing Calculations. N/A

9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOR Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

- 9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:

- Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance
 - Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
 - Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
 - The Consultant is required to create checklists to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOR personnel. (NDOR will use checklist 12-20 to document the audit of the Consultant.) The environmental check list is to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.)
 - NDOR will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOR will not conduct these surveys.
 - The Consultant will provide NDOR 30 days advance notice of the need for the initial T&E surveys so that NDOR personnel can be scheduled to perform this work.
 - Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
 - Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOR Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
 - Consultant shall review and approve shop drawings, then forward approved shop drawings to the RC and NDOR.
 - Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOR and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOR for further processing.
 - ~~Communicate and coordinate plan revisions and change orders with the Designer.~~
 - Prepare a field checked culvert order list
 - ~~Prepare guardrail order list~~
 - Generate periodic progress estimates using SiteManager and forward to RC for further approval.
 - Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
 - ~~On bridge projects, the Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans. Locate permanent pavement markings~~
- 9.2 Measure, calculate, and document quantities of pay items
- 9.3 Keep all records and data up-to-date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.
- 9.4 Assume **105** trips to the site for construction inspection for the primary inspector and **59** trips to the site for construction inspection for the secondary inspector.

10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and

Project Number: URB-5409(2)

Control Number: 42706

Construction Engineering Services

Page 4 of 6
Exhibit "A"

sampling personnel shall be certified to perform these duties in accordance with the NDOR Materials Sampling Guide section 28. All non-NDOR Laboratories shall be pre-qualified by NDOR's Materials and Research Division to conduct the testing they are contracted to perform.

NDOR SHALL PROVIDE:

Typical testing done by NDOR Materials and Research's Central Lab (sampling and delivery for these materials is done by Consultant and submitted to NDOR):

- All Aggregate
 - Quality and Soundness acceptance testing
 - Gradation verification testing
- PG Binders & Emulsions
 - All required acceptance testing
- All Steel Products
 - All testing required for heat number pre-approval and acceptance testing
- Chemical Lab
 - All required source pre-approval and acceptance testing
- Smoothness
 - NDOR will run all 10% verification testing for projects with Smoothness
 - Specifications for pavement: NDOR will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

CONSULTANT SHALL PROVIDE:

- 10.1 Collect, verify, document and deliver all samples to testing lab. Concrete and soils testing will be performed by Olsson Associates. Quality Assurance for asphaltic concrete will be performed by a Sub-Consultant.
- 10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOR Materials and Research Central Lab.
- 10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project.
 - CE will provide inspector at the asphalt batch plant during paving operations. Inspector will observe testing and sampling, and deliver samples as necessary to NDOR or testing laboratory.
- 10.4 Enter information from concrete batch plant into Site Manager. Observe sampling and splitting of samples at the batch plant.
- 10.5 Assume **40** trips to the project site for Material Sampling and Testing for the Inspector and **16** trips to the project site for the Project Manager. Assume **6** trips to Lincoln to deliver asphalt samples to testing laboratory.

11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOR Final Review Section.

11.1 As-Built Drawings

12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOR State Representative to verify that corrective work identified on the punch list has been completed.

12.1 Walkthrough of Site and Preparation of Punch List

12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)

13. Project Closeout. Assist RC with compiling project construction records as requested.

Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:

13.1 Project Closeout activities shall include the following:

- Project Manager's Final Estimate
- Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
- Copy of Contractor's signed Concurrence/Non-Concurrence Letter
- Memo of Major Item Review
- Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
- Borrow Site Memo
- City Agreement Letter
- Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOR Rep with the required information – check with the NDOR Rep for this. The Consultant should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOR format) to the Contractor – send copies to the NDOR Rep.
- Sign Deduction Memo (if required)
- Material Review Memo
- SiteManager - PM Diary Report
- SiteManager Contract Item Report for all Contract Items
- All NDOR Spreadsheets and Workbooks used for Contract Item supportive documentation.
- All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
- Project Culvert Field Book with information per the NDOR Construction Manual
- Signed and stamped As Built Plans (full size)
- Copy of Evaluation(s) of Contractor
- LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
- Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOR State Representative for review)

14. Other. (Additional project specific tasks may be added here)

14.1 Public Notification. Place door hanger notifications provided by RC prior to Public Informational Meeting and prior to start of Sidewalk Reconstruction.

E. SCHEDULE

1. Notice to Proceed will be provided upon execution of agreement and approval from NDOR.
2. The Consultant shall provide a schedule of activities and deliverables upon award

CONSTRUCTION ENGINEERING SERVICES Staffing Plan

Various Locations in Grand Island

Project Name: Various Locations in Grand Island
Project Number: URB-5409(2)
Control Number: 42706
Location (City, County): Grand Island
Firm Name: Olsson Associates
Consultant Project Manager: Jeff Paik
Phone/Email: 308-384-8750
LPA Responsible Charge: Scott Gnipenstroh
Phone/Email: 308-385-5444
NDOR Project Coordinator: Greg Wood
Phone/Email: 402-479-3831
Date: December 18, 2013

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Code	Classification Title	Hours	Blended Rate	Amount
PR	Principal	654	\$41.07	\$26,859.78
PM	Project Manager	36	\$29.38	\$1,057.68
ENG	Engineer	88	\$24.04	\$2,115.52
DES	Designer/CADD Technician	210	\$26.06	\$5,472.60
SCC	Survey Crew Chief	210	\$15.50	\$3,255.00
SCM	Survey Crew Member	1404	\$19.03	\$26,718.12
INSP 2	Inspector 2	1431	\$18.38	\$26,301.78
INSP 1	Inspector 1	80	\$17.10	\$1,368.00
ADM	Administrative			
TOTALS		4,113		\$93,148.48

Overhead Rate*: 170.67% Fee for Profit Rate*: 13.50%

* Enter firms most recent Audited Overhead Rate, and Fee for Profit Rate calculated from the NDOR Fixed Fee Worksheet (available on the NDOR website).

CLASSIFICATIONS:**
 PR = Principal SCC = Survey Crew Chief ADM = Administrative
 PM = Project Manager SCM = Survey Crew Member UD1 = User Defined 1
 ENG = Engineer INSP 2 = Inspector 2 UD2 = User Defined 2
 DES = Designer/CADD Technician INSP 1 = Inspector 1

** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the corresponding title (ex. Graphic Artist). Once the user-definitions are added, they will self-populate in the Labor Costs Table, as well as the remaining sheets.

Blended Rates Table

EMPLOYEE NAME	STAFFING PLAN CLASSIFICATION ¹ & CERTIFICATIONS	SALARY RATE	% ASSIGNED ²
Principal			
		Blended Rate:	
Project Manager			
Jeff Paik	Office Leader, PE/LS	\$49.96	60%
Steve Hancock	Group Leader	\$27.88	40%
		Blended Rate:	\$41.07
Engineer			
Tim Golka	Associate Engineer, PE	\$29.38	100%
		Blended Rate:	\$29.38
Design/CADD Technician			
Zack Loomis	Senior Technician	\$24.04	100%
		Blended Rate:	\$24.04
Survey Crew Chief			
Jesse Hurt	Senior Surveyor, LS	\$26.06	100%
		Blended Rate:	\$26.06
Survey Crew Member			
Jaden Hurt	Assistant Surveyor, SIT	\$15.50	100%
		Blended Rate:	\$15.50
Inspector 2			
Tim Kolbel	Associate Technician	\$18.75	90%
Tim Wetovick	Senior Technician	\$21.55	10%
		Blended Rate:	\$19.03
Inspector 1			
Jesse Rudolf	Associate Technician	\$18.60	80%
Colt Schriber	Assistant Technician	\$17.50	20%
		Blended Rate:	\$18.38
Administrative			
Chris Deltois	Administrative Assistant	\$17.10	100%
		Blended Rate:	\$17.10
		Blended Rate:	
		Blended Rate:	

¹ Input actual employee classification as designated by firm. Also enter in any certifications that employee holds.

² Total of % Assigned* must equal 100% for each personnel classification category. If one person in classification, list them as 100% for % Assigned*
 Consultants' Independent Cost Estimate for CE Services Staffing Plan

CONSTRUCTION ENGINEERING SERVICES Consultant's Estimate of Hours

Project Name: Various Locations in Grand Island

Project Number: URB-540912

Control Number: 42706

Location (City, County): Grand Island

Firm Name: Olsson Associates

Consultant Project Manager: Jeff Paik

Phone/Email: 308-384-8750

LPA Responsible Charge: Scott Giepenstroh

Phone/Email: 308-385-5444

NDOR Project Coordinator: Greg Wood

Phone/Email: 402-479-3831

Date: December 18, 2013

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TASKS	PERSONNEL CLASSIFICATIONS**										Total	
	PR	PM	ENG	DES	SCC	SCM	INSP 2	INSP 1	ADM			
For Construction Engineering Services:												
1. Project Management and Coordination												
1.1 Project Management		105									20	125
		105									20	125
	Subtotal											
2. Meetings												
2.1 Construction Inspection Planning Meeting		4						2	2			8
2.2 Pre-Construction Meeting		14						12	12	2		40
2.3 Construction Progress Meetings		52								4		56
2.4 Public Meeting (if Required)		8						8	8	2		38
2.5 Trips to Site (Travel Time) for Meetings								22	22	8		142
	Subtotal											
	Subtotal											
3. Traffic Control Plan												
3.1 Prepare Traffic Control Plan		6	24	24								54
3.2 Review Traffic Control Plan (if Completed by Contractor)			12									12
3.3 Sign and Submit Plans to the RC			6	36	24							66
	Subtotal											
4. SWPPP Inspections/Manual Updates												
4.1 Conduct Inspections								40				40
4.2 Update SWPPP Manual								20				20
4.3 Trips to Site (Travel Time) for SWPPP Inspections								20				20
	Subtotal											80
5. Construction Survey/Staking												
5.1-5.10 Totals From Survey-Staking Worksheet (enter hours in grey cells)				32	198	198						428
5.11 Trips to Site (Travel Time) for Construction Survey/Staking				12	12	12						24
	Subtotal				32	210	210					452
6. Construction Consultation/Site Manager & Daily Work Report (DWR)												
6.1 Construction Consultation/Site Manager & Daily Work Report (DWR)		105						105	75			285
	Subtotal											285
7. Girder Shim Surveying (Bridge Projects Only)												
7.1 Girder Shim Surveying												
	Subtotal											
8. Perform Bearing Calculations												
8.1 Perform Bearing Calculations												
	Subtotal											
9. Construction Inspection												
9.1 Construction Inspection		100						816	653	20		1,589
9.2 Measure, calculate, and document quantities of pay items								102	82			184
9.3 Maintain records/data and prepare the Weekly Report of WDs		50						102	81			233
9.4 Trips to Site (Travel Time) for Construction Inspection		25						105	85	20		215
	Subtotal							1,126	901	20		2,221
10. Perform Material Sampling and Testing												
10.1 Collect, verify, document and deliver all samples to testing lab		41						133	20			194
10.2 Provide all required material certifications to the NDOR M & R Lab		30						80				110
10.3 Review and document all test results of all samples		40						80				120
10.4 Trips to Site (Travel Time) for Delivery and Collecting Samples		15						60				76
	Subtotal							353	20			500
11. As-Built Drawings												
11.1 Prepare As-Built Drawings		4		20				20				44
	Subtotal							20				44
12. Final Inspections												
12.1 Walkthrough of Site and Preparation of Punch List		8						8	8			24
12.2 Review Project to verify that Punch List has been completed		4						4	4			12
	Subtotal							12	12			36
13. Project Closeout												
13.1 Project Closeout		40						40	40	4		124
	Subtotal							40	40	4		124
14. Other												
14.1 Public Notification		2						28	8			38
14.2 Other		2						28	8			38
	Subtotal							28	8			38
Total Hours		664	36	88	210	210	1,404	1,431	80	80		4,113
Total Days (8 hrs)		81.8	4.5	11.0	26.3	26.3	176.6	178.9	10.0	10.0		514.1
Total Travel Time		41	12	12	12	12	126	146	145	80		336
Total Hours minus Travel Time		613	36	88	198	198	1279	1286	80	80		3778

Consultant's Independent Cost Estimate for CE Services
Estimate of Hours

EXHIBIT "A"

Page 2 of 6

CONSTRUCTION ENGINEERING SERVICES Cost by Task

Project Name: Various Locations in Grand Island

Project Number: URB-5409(2)
 Control Number: 42706

Location (City, County): Grand Island

Firm Name: Olsson Associates

Consultant Project Manager: Jeff Paik

Phone/Email: 308-384-8750

LPA Responsible Charge: Scott Griepenstroh

Phone/Email: 308-385-5444

NDOR Project Coordinator: Greg Wood

Phone/Email: 402-479-3831

Date: December 18, 2013



Tasks	Total Hours	Direct Labor Cost	Overhead 170.67%	Fee for Profit 13.60%	Total Project Cost
For Construction Engineering Services:					
1. Project Management and Coordination	125	\$4,654.35	\$7,943.58	\$1,713.32	\$14,311.25
2. Meetings	142	\$4,451.76	\$7,597.82	\$1,638.74	\$13,688.32
3. Traffic Control Plan	66	\$1,881.06	\$3,210.41	\$692.44	\$5,783.91
4. SWPPP Inspections/Manual Updates	80	\$1,522.40	\$2,598.28	\$560.41	\$4,681.09
5. Construction Survey/Staking	452	\$9,496.88	\$16,208.33	\$3,495.91	\$29,201.12
6. Construction Consultation/Site Manager & Daily Work Report (DWR)	285	\$7,689.00	\$13,122.82	\$2,830.41	\$23,642.23
7. Girder Shim Surveying (Bridge Projects Only)					
8. Perform Bearing Calculations					
9. Construction Inspection	2,221	\$45,498.38	\$77,652.09	\$16,748.46	\$139,898.93
10. Perform Material Sampling and Testing	500	\$12,046.03	\$20,558.96	\$4,434.28	\$37,039.27
11. As-Bulk Drawings	44	\$1,025.68	\$1,750.53	\$377.56	\$3,153.77
12. Final Inspections	36	\$941.76	\$1,607.30	\$346.67	\$2,895.73
13. Project Closeout	124	\$3,207.60	\$5,474.41	\$1,180.75	\$9,862.76
14. Other	38	\$733.58	\$1,252.00	\$270.04	\$2,255.62
Direct Expenses					\$18,693.00
TOTAL	4,113	\$93,148.48	\$158,976.53	\$34,288.99	\$305,107.00

Consultant's Independent Cost Estimate for CE Services
 Cost by Task

CONSTRUCTION ENGINEERING SERVICES Direct Expenses

Project Name: Various Locations in Grand Island

Project Number: URB-5409(2)

Control Number: 42706

Location (City, County): Grand Island

Firm Name: Olsson Associates

Consultant Project Manager: Jeff Paik

Phone/Email: 308-384-8750

LPA Responsible Charge: Scott Gnepenstroh

Phone/Email: 308-385-5444

NDOR Project Coordinator: Greg Wood

Phone/Email: 402-479-3831

Date: December 18, 2013

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Subconsultants:	Quantity	Unit Cost	Amount
Alfred Benesch Company - Asphalt Maternal Testing	1	\$15,109.00	\$15,109.00
Subtotal			\$15,109.00

Printing and Reproduction:	Quantity	Unit Cost	Amount
Plots for exhibits	3	\$25.00	\$75.00
Handouts for public meeting	50	\$3.00	\$150.00
Plan reproduction and as-builts	400	\$0.30	\$120.00
Meeting minutes, duplication	600	\$0.15	\$90.00
Subtotal			\$435.00

Mileage/Travel:	Quantity	Unit Cost	Amount
Survey/Construction Vehicle Mileage	5,180	\$0.55	\$2,849.00
Subtotal			\$2,849.00

Lodging/Meals:	Quantity	Unit Cost	Amount
Subtotal			

Material Testing:	Quantity	Unit Cost	Amount	Material Testing:	Quantity	Unit Cost	Amount
Concrete Cores	10	\$30.00	\$300.00				
Subtotal			\$300.00	Subtotal			

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Subtotal			
TOTAL DIRECT EXPENSES			\$18,693.00

CONSTRUCTION ENGINEERING SERVICES Project Cost

Project Name: Various Locations in Grand Island

Project Number: URR-540912

Control Number: 42706

Location (City, County): Grand Island

Firm Name: Olsson Associates

Consultant Project Manager: Jeff Palik

Phone/Email: 308-384-8750

LPA Responsible Charge: Scott Gripenstroh

Phone/Email: 308-385-5444

NDOR Project Coordinator: Greg Wood

Phone/Email: 402-479-3831

Date: December 18, 2013

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Direct Labor Costs:	Hours	Rate	Amount
Personnel Classification			
Principal	654	\$41.07	\$26,859.78
Project Manager	36	\$29.38	\$1,057.68
Engineer	88	\$24.04	\$2,115.52
Designer/CADD Technician	210	\$26.06	\$5,472.60
Survey Crew Chief	210	\$15.50	\$3,255.00
Survey Crew Member	1404	\$19.03	\$26,718.12
Inspector 2	1431	\$18.38	\$26,301.78
Inspector 1	80	\$17.10	\$1,368.00
Administrative			
TOTALS	4113		\$93,148.48

Direct Expenses:	Amount
Subconsultants	\$15,109.00
Printing and Reproduction Costs	\$435.00
Mileage/Travel	\$2,849.00
Lodging/Meals	
Material Testing	\$300.00
Other Miscellaneous Costs	
TOTALS	\$18,693.00

Total Project Costs:	Amount
Direct Labor Costs	\$93,148.48
Overhead @ 170.67%	\$158,976.51
Total Labor Costs	\$252,124.99
Fee for Profit Rate @ 13.60%	\$34,289.00
Direct Expenses	\$18,693.00
PROJECT COST	\$305,106.99

State of Nebraska Department of Roads

Required Document List

VEND# 3885 VONITZ PAVING, INC.
 Contract ID 4706X
 Control Number 42706 000
 Project Number URB-5409(2)
 Location VARIOUS LOCATIONS IN GRAND ISLAND
 Type of Work GRAD CULV SEED BIT
 Letting Date 9/5/2013
 SG Version July 1, 2013

DISCLAIMER: This document may not include all material requirements for this project. Please refer to the Materials Sampling Guide for a comprehensive list of the material requirements. This document will not reflect any changes made to the project after the project letting.

Legend
TOS Test or Sample
CC Contractor's Certification
MC Manufacturer Certification
COC Certification of Compliance
COT Certification of Test
APL Approved Products List
PMV Project Manager's Verification
SP Special Provisions
NSS Nebraska Standard Specification
MA M&R Approval
SG Material Sampling Guide
SR Shipping Report

Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
GROUP 1 GI 0001	0001	0030.10	MOBILIZATION	1.000	LS			
	0002	1000.00	LARGE TREE REMOVAL	1.000	EACH			
	0003	1009.00	GENERAL CLEARING AND GRUBBING	1.000	LS			
	0004	1010.40	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	310.000	CY			
	0005	1011.00	WATER	10.000	MGAL			
	0006	1016.00	RE-ESTABLISH PROPERTY CORNER	10.000	EACH			
	0007	1030.00	EARTHWORK MEASURED IN EMBANKMENT Soil Density-Embankment	300.000	CY		SG 09	CHURCHWELL
	0008	1101.00	REMOVE PAVEMENT	11106.000	SY			
	0009	1101.25	SAWING PAVEMENT	10762.000	LF			
	0010	1106.00	REMOVE DRIVEWAY	528.000	SY			
	0011	1107.00	REMOVE WALK	3090.000	SY			
	0012	1109.00	REMOVE CURB	328.000	LF			
	0013	1114.10	REMOVE RETAINING WALL	22.000	LF			
	0014	1116.12	REMOVE BOLLARD	1.000	EACH			
0015	2021.05	REMOVE AND RESET MAILBOX	36.000	EACH				
0016	L006.50	TEMPORARY SEEDING	3.000	ACRE				
0017	L022.11	FABRIC SILT FENCE-LOW POROSITY	75.000	LF	APL	NSS809	DONDLINGER	
0018	0030.40	MOBILIZATION	1.000	LS				
0019	4011.14	CURB INLET	1.000	EACH	TOS	SP-121	KRASON	
0020	4011.60	AREA INLET	2.000	EACH	TOS			
					TOS	SG 14, 29	KRASON	
					TOS	SG 15, 16	KRASON	
					TOS	SG 15, 16	KAREL	
					TOS	SG 15, 16	BEASON	
					TOS	SG 15, 16	BEASON	
0021	4012.14	CURB INLET FRAME, GRATE & CURB Class B Aggregate Class E Aggregate	8.000	EACH	TOS	SG 14, 29	KRASON	
					TOS	SG 15, 16	KRASON	
					TOS	SG 15, 16	KAREL	
					TOS	SG 15, 16	BEASON	
					TOS	SG 15, 16	BEASON	
0022	4012.29	RECONSTRUCT CURB INLET Class E Aggregate	37.000	EACH	TOS	SG 14, 29	KRASON	
					TOS	SG 15, 16	KRASON	
					TOS	SG 15, 16	KAREL	
					TOS	SG 15, 16	BEASON	
					TOS	SG 15, 16	BEASON	
0023	4107.07	CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS Portland Cement Blended-IPF, IPN, IPF/S Portland Cement Concrete	0.550	CY	TOS	SG 14, 29	KRASON	
					TOS	SG 15, 16	KRASON	
					APL/TOS	SG 15, 16	KAREL	
					TOS	SG 15, 16	BEASON	
					TOS	SG 15, 16	BEASON	
0024	4157.00	REINFORCING STEEL FOR COLLARS Reinforcing Steel - Field Sample Reinforcing Steel-(pretested)x Non-Shrink Grout x	42.000	LB	TOS/COT	SG 15, 16	KAREL	
					APL	SG 20, 21	KRASON	
					SR	SG-19	KAREL	
					MC	NSS106	KAREL	
					TOS	SG 15, 16	BEASON	
0025	4310.12	12" FLARED-END SECTION Buy America Cert-Producer/Supplier	2.000	EACH	TOS/COT	SG 15, 16	KAREL	
					APL	SG 20, 21	KRASON	
0026	4900.25	CURB INLET SEDIMENT FILTER 12" STORM SEWER PIPE, TYPE 1,7 OR 8	38.000	EACH	APL	SP-127	DONDLINGER	
0027	P700.12	Reinf Conc Sewer Pipe 12in-Class III	16.000	LF	SR	SG 19	KAREL	
0028	P700.15	15" STORM SEWER PIPE, TYPE 1,7 OR 8 Reinf Conc Sewer Pipe 15in-Class III	25.000	LF	SR	SG 19	KAREL	
					SR	SG-19	KAREL	
GROUP 5 SE 0030	0029	P700.21	21" STORM SEWER PIPE, TYPE 1,7 OR 8 MOBILIZATION	16.000	LF	SR	SG 19	KAREL
	0031	L001.02	SEEDING, TYPE B	1.000	LS			
	0032	L001.03	SEEDING, TYPE C	0.520	ACRE			
	0033	L010.00	SODDING	1.560	ACRE			
	0034	L032.80	HYDROMULCH	3268.000	SY			
	0035	0030.90	MOBILIZATION	3.000	TON			
	0036	2001.00	GRAVEL SURFACE COURSE	1.000	LS			
GROUP 9 BI 0035	0037	3014.19	COMBINATION CONCRETE CLASS 47B-3500 CURB AND GUTTER CONCRETE CLASS 47B-3000 SIDEWALK 5" Portland Cement Blended-IPF, IPN, IPF/S	2099.000	LF	TOS	SG-16	KRASON
	0038	3016.05	Portland Cement Concrete Pref Expansion Jt Filler- White Pigmented Cure Compound-Field User Class B Aggregate Class E Aggregate	3647.000	SY	TOS	SG 14, 29	KRASON
						TOS	SG 15, 16	KRASON
						APL	SG 15	KRASON
						APL/TOS	SG 15, 16	KRASON
						TOS	SG 15, 16	BEASON
						TOS	SG 15, 16	BEASON

State of Nebraska Department of Roads

Required Document List

VEND# 3885 VONITZ PAVING, INC.
 Contract ID 4706X
 Control Number 42706 000
 Project Number URB-5409(2)
 Location VARIOUS LOCATIONS IN GRAND ISLAND
 Type of Work GRAD CURV SEED BIT
 Letting Date 9/5/2013
 SG Version July 1, 2013

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M/C	Manufacturer Certification
COC	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
SP	Special Provisions
NSS	Nebraska Standard Specification
MA	M&R Approval
SG	Material Sampling Guide
SR	Shipping Report

Group	Line Item	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
0039	3016.39	DETECTABLE WARNING PANEL	2129.000	SF	APL	SP-122	KAREL
0040	3020.24	CONCRETE CLASS 47B-3500 DRIVEWAY	472.000	SY	TOS	SG 14, 29	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
		White Pigmented Cure Compound-Field User			APL/TOS	SG 15, 16	KRASON
		Class B Aggregate			TOS	SG 15, 16	BEASON
		Class E Aggregate			TOS	SG 15, 16	BEASON
0041	3040.11	CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH	100.000	SY	TOS	SG 15, 16	KRASON
		Portland Cement Concrete			TOS/COT	SG 15, 16	KAREL
		Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL
		Reinforcing Steel-(pretested)X			APL	SG 20, 21	KRASON
		Non-Shrink Grout X			APL/TOS	SG 15, 16	KRASON
		White Pigmented Cure Compound-Field User			APL/TOS	SG 15, 20	BYRE
		Hot Poured Joint Sealant -Field User			APL	SG 15, 20	KRASON
		Epoxy Resin Bonding System-Grade 3 X			TOS	SG 15, 16	BEASON
		Class B Aggregate			TOS	SG 15, 16	BEASON
		Class E Aggregate			TOS	SG 15, 16	BEASON
0042	3040.12	CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH	850.000	SY	TOS	SG 15, 16	KRASON
		Portland Cement Concrete			TOS/COT	SG 15, 16	KAREL
		Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL
		Reinforcing Steel-(pretested)X			APL	SG 20, 21	KRASON
		Non-Shrink Grout X			APL/TOS	SG 15, 16	KRASON
		White Pigmented Cure Compound-Field User			APL/TOS	SG 15, 16	KRASON
		Hot Poured Joint Sealant -Field User			APL/TOS	SG 15, 20	BYRE
		Epoxy Resin Bonding System-Grade 3 X			APL	SG 15, 20	KRASON
		Class B Aggregate			TOS	SG 15, 16	BEASON
		Class E Aggregate			TOS	SG 15, 16	BEASON
0043	3040.13	CONCRETE PAVEMENT REPAIR, TYPE C, FULL DEPTH	1000.000	SY	TOS	SG 15, 16	KRASON
		Portland Cement Concrete			TOS/COT	SG 15, 16	KAREL
		Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL
		Reinforcing Steel-(pretested)X			APL	SG 20, 21	KRASON
		Non-Shrink Grout X			APL/TOS	SG 15, 16	KRASON
		White Pigmented Cure Compound-Field User			APL/TOS	SG 15, 16	KRASON
		Hot Poured Joint Sealant -Field User			APL/TOS	SG 15, 20	BYRE
		Epoxy Resin Bonding System-Grade 3 X			APL	SG 15, 20	KRASON
		Class B Aggregate			TOS	SG 15, 16	BEASON
		Class E Aggregate			TOS	SG 15, 16	BEASON
0044	3075.12	6" CONCRETE PAVEMENT, CLASS 47B-3500	319.000	SY	TOS	SG 14, 29	KRASON
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG 15, 16	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
		Reinforcing Steel -Field Sample			TOS/COT	SG 15, 16	KAREL
		Reinforcing Steel-(pretested)X			TOS/COT	SG 15, 16	KAREL
		White Pigmented Cure Compound-Field User			APL/TOS	SG 15, 16	KRASON
		Hot Poured Joint Sealant -Field User			APL/TOS	SG 15, 20	BYRE
		Epoxy Resin Bonding System-Grade 3 X			APL	SG 15, 20	KRASON
		Class B Aggregate			TOS	SG 15, 16	BEASON
		Class E Aggregate			TOS	SG 15, 16	BEASON
0045	3075.33	8" CONCRETE PAVEMENT, CLASS 47B-3500	3296.000	SY	TOS	SG 14, 29	KRASON
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG 15, 16	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
		Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL
		Reinforcing Steel-(pretested)X			TOS/COT	SG 15, 16	KAREL
		White Pigmented Cure Compound-Field User			APL/TOS	SG 15, 16	KRASON
		Hot Poured Joint Sealant -Field User			APL/TOS	SG 15, 20	BYRE
		Epoxy Resin Bonding System-Grade 3 X			APL	SG 15, 20	KRASON
		Class B Aggregate			TOS	SG 15, 16	BEASON
		Class E Aggregate			TOS	SG 15, 16	BEASON
0046	3075.46	9" DOWELED CONCRETE PAVEMENT, CLASS 47B-3500	5809.000	SY	TOS	SG 14, 29	KRASON
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG 15, 16	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
		Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL
		Reinforcing Steel-(pretested)X			TOS/COT	SG 15, 16	KAREL
		White Pigmented Cure Compound-Field User			APL/TOS	SG 15, 16	KRASON
		Hot Poured Joint Sealant -Field User			APL/TOS	SG 15, 20	BYRE
		Epoxy Resin Bonding System-Grade 3 X			APL	SG 15, 20	KRASON
		Class B Aggregate			TOS	SG 15, 16	BEASON
		Class E Aggregate			TOS	SG 15, 16	BEASON
0047	4015.00	ADJUST MANHOLE TO GRADE	65.000	EACH	TOS	SG 15, 16	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	BEASON
		Class B Aggregate			TOS	SG 15, 16	BEASON
		Class E Aggregate			TOS	SG 15, 16	BEASON
0048	4020.90	COVERED SIDEWALK TRENCH DRAIN	13.000	LF	TOS	SG-16	KRASON

State of Nebraska Department of Roads

Required Document List

VEND# 3885 VONITZ PAVING, INC.
 Contract ID 4706X
 Control Number 42706 000
 Project Number URB-5409(2)
 Location VARIOUS LOCATIONS IN GRAND ISLAND
 Type of Work GRAD CULV SEED BIT
 Letting Date 9/5/2013
 SG Version July 1, 2013

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Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
	0049	4094.03	MODULAR BLOCK WALL	360.000	SF	COC	NSS715	KRASON
	0050	7489.04	4" WHITE THERMOPLASTIC, GROOVED Glass Beads-Thermo and Polyurea Thermoplastic Pavment Marking WET-REFLECTIVE MEDIA	13901.000	LF	COC	SG 23	DONDLINGER
	0051	7489.05	4" YELLOW THERMOPLASTIC, GROOVED Glass Beads-Thermo and Polyurea Thermoplastic Pavment Marking	21762.000	LF	COC	SG 23	DONDLINGER
	0052	7489.12	12" WHITE THERMOPLASTIC, GROOVED Glass Beads-Thermo and Polyurea Thermoplastic Pavment Marking	719.000	LF	COC	SG 23	DONDLINGER
	0053	7489.24	24" WHITE THERMOPLASTIC, GROOVED Glass Beads-Thermo and Polyurea Thermoplastic Pavment Marking	1970.000	LF	COC	SG 23	DONDLINGER
	0054	7500.18	THRU ARROW, PREFORMED PAVEMENT MARKING, TYPE 4, GRC 8.000		EACH	COC	SG 23	DONDLINGER
	0055	7500.44	LEFT ARROW, PREFORMED PAVEMENT MARKING, TYPE 4 GRC 76.000		EACH	APL	SG 23	DONDLINGER
	0056	7500.60	ARROW, POLYUREA PAVEMENT MARKING, GROOVED	5.000	EACH	APL	SG 23	DONDLINGER
	0057	7500.70	RIGHT ARROW, PREFORMED PAVEMENT MARKING, TYPE 4 GRC 3.000		EACH	APL	SG 23	DONDLINGER
	0058	7500.71	RIGHT/THRU ARROW, PREFORMED PAVEMENT MARKING, TYPE 11.000		EACH	APL	SG 23	DONDLINGER
	0059	7515.04	4" WHITE POLYUREA PAVEMENT MARKING, GROOVED Glass Beads-Thermo and Polyurea Polyurea Pavment Marking	468.000	LF	COC	SG 23	DONDLINGER
	0060	7515.12	12" WHITE POLYUREA PAVEMENT MARKING, GROOVED Glass Beads-Thermo and Polyurea Polyurea Pavment Marking	74.000	LF	APL	SG 23	DONDLINGER
	0061	7515.24	24" WHITE POLYUREA PAVEMENT MARKING, GROOVED Glass Beads-Thermo and Polyurea Polyurea Pavment Marking	1210.000	LF	COC	SG 23	DONDLINGER
	0062	7516.04	4" YELLOW POLYUREA PAVEMENT MARKING, GROOVED Glass Beads-Thermo and Polyurea Polyurea Pavment Marking	450.000	LF	APL	SG 23	DONDLINGER
	0063	8022.12	HYDRATED LIME FOR ASPHALT MIXTURES Hydrated Lime	92.000	TON	COC	SG 23	DONDLINGER
	0064	9005.70	ASPHALTIC CONCRETE, TYPE LC Asphalt Aggregates	2890.000	TON	TOS	SG 04	BEASON
	0065	9005.75	ASPHALTIC CONCRETE, TYPE SPR Asphalt Aggregates	9920.000	TON	TOS	SG 04	BEASON
	0066	9010.50	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR Asphalt Aggregates Asphalt Concrete Technicians Asphalt Concrete	550.000	TON	TOS	SG 04	BEASON
	0067	9021.13	PERFORMANCE GRADED BINDER (64-34) Asphaltic Concrete	558.280	TON	TOS	SG 02	BYRE
	0068	9034.00	PREPARATION OF INTERSECTIONS AND DRIVEWAYS TACK COAT	472.000	SY	MA	SG 03	REK
	0069	9053.00	TACK COAT WATER	12320.000	GAL	MA	SG 03	KOVES
	0070	9111.00	EARTH SHOULDER CONSTRUCTION SUBGRADE PREPARATION	85.000	MGAL	MA	SG 03	KOVES
	0071	9170.00	Soil Density-Subgrade Preparation	227.250	STA	MA	SG 03	KOVES
	0072	9173.20	COLD MILLING, CLASS 3	9424.000	SY	TOS	SG 10, 11	CHURCHWELL
	0073	9179.33	COLD MILLING, CLASS 4	16645.000	SY	TOS	SG 23	DONDLINGER
	0074	9179.34	COLD MILLING, CLASS 3 TYPE A	36812.000	SY	APL	SG 23	KAREL
	0075	9179.52	CONCRETE SURFACE MILLING	19765.000	SY	APL	SG 23	KAREL
	0076	9186.00	RAP INCENTIVE PAYMENT	879.000	SY	APL	SG 23	KAREL
	0077	9300.38	ADJUST PULL BOX TO GRADE	22712.000	EACH	APL	SG 23	KAREL
	0078	A449.00	ADJUST VALVE BOX TO GRADE	7.000	EACH	APL	SG 23	KAREL
	0079	W600.03	ADJUST CURB STOP AND BOX TO GRADE	29.000	EACH	APL	SG 23	KAREL
	0080	W600.12	BARRICADE, TYPE II Reflective Sheeting	2.000	EACH	APL	SG 23	KAREL
	0081	0001.08	BARRICADE, TYPE III Reflective Sheeting	3145.000	BDAY	TOS	SG 23	DONDLINGER
	0082	0001.10	BARRICADE Warning Lights Type C	7252.000	BDAY	APL	SG 23	KAREL
	0083	0001.90	CONTRACTOR FURNISHED SIGN DAY SIGN DAY	5960.000	EACH	TOS	SG 23	DONDLINGER
	0084	0001.99	TEMPORARY PAVEMENT MARKING, TYPE PAINT	4689.000	EACH	APL	SG 23	KAREL
	0085	0002.44	CHANGABLE MESSAGE SIGN	8300.000	LF	APL	SG 23	KAREL
	0086	0003.06	TRAINING	125.000	DAY	TOS	SG 23	DONDLINGER
	0087	0003.10		76.000	DAY	TOS	SG 23	DONDLINGER
	0088	0020.00		500.000	HOUR	TOS	SG 23	DONDLINGER

State of Nebraska Department of Roads

Required Document List

VEND# 3885 VONTZ PAVING, INC.

Contract ID 42706X

Control Number 42706 000

Project Number URB-5409(2)

Location VARIOUS LOCATIONS IN GRAND ISLAND

Type of Work GRAD CULV SEED BIT

Letting Date 9/5/2013

SG Version July 1, 2013

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SR	Shipping Report

Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
	0089	0030.00	MOBILIZATION	1,000	LS			
	0090	9110.01	RENTAL OF LOADER, FULLY OPERATED	100,000	HOUR			
	0091	9110.02	RENTAL OF MOTOR GRADER, FULLY OPERATED	100,000	HOUR			
	0092	9110.03	RENTAL OF DUMP TRUCK, FULLY OPERATED	100,000	HOUR			
	0093	9110.07	RENTAL OF SKID LOADER, FULLY OPERATED	100,000	HOUR			
	0094	9110.27	RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULL	100,000	HOUR			
	0095	L022.75	TEMPORARY SILT CHECK	200,000	LF			
	0096	L022.90	TEMPORARY SILT FENCE	1000,000	LF			
			BUY AMERICA CERTIFICATION			CC	SP-70	KAREL

State of Nebraska Department of Roads
Material Sampling and Testing Summary

Contract ID 4706X

Control Number 42706 000

Project Number URB-5409(2)

Location VARIOUS LOCATIONS IN GRAND ISLAND

Type of Work GRAD CULV SEED BIT

Letting Date 9/5/2013

MSG Version July 1, 2013

These are estimated quantities for materials that need to be tested for this project. Items that require certifications or letters of compliance are not listed. Please refer to Materials Sampling Guide for those items and for frequency of materials that need to be submitted to MDR for verification testing.

Group	Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
GROUP 1 GRADING	0007	1030.00	EARTHWORK MEASURED IN EMBANKMENT	300.000	CY	Lab Standard Proctor Test	1	In-place moisture density tests for each 1000ft, depending on soil type or as needed is indicated by charges in soil material.	CHURCHWELL
	0019	4011.14	CURB INLET	1.000	EACH	Field Moisture Test	1		
	0020	4011.60	AREA INLET	2.000	EACH	Field Tech Tests	1		
	0021	4012.14	CURB INLET FRAME, GRATE & CURB	8.000	EACH	Field Tech Tests	1		
	0022	4012.29	RECONSTRUCT CURB INLET	37.000	EACH	Field Tech Tests	10		
	0023	4107.07	CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	0.550	CY	Agg Free Moisture	10		
	0024	4157.00	REINFORCING STEEL FOR COLLARS	42.000	LB	Field Tech Tests	10		
	0036	2001.00	GRAVEL SURFACE COURSE	57.000	CY	Gradation	1	1 sample for each 500 ton	BEASON
	0037	3014.19	COMBINATION CONCRETE CLASS 47B-3500 CURB AND GUTTER	2099.000	LF	Sample for Quality	1	1 sample for each 2500 ton	BEASON
	GROUP 4 CULVERTS	0038	3016.05	CONCRETE CLASS 47B-3000 SIDEWALK 5"	3647.000	SY	Sample for Quality	1	One sample per lot unless shipped from tested and approved stock
0038		3016.05	CONCRETE CLASS 47B-3000 SIDEWALK 5"	10 Pours		Agg Free Moisture	10		KRASON SG 14, 29
0038		3016.05	CONCRETE CLASS 47B-3000 SIDEWALK 5"	10 Pours		Field Tech Tests	10		KRASON SG 15, 16 BEASON
0038		3016.05	CONCRETE CLASS 47B-3000 SIDEWALK 5"	10 Pours		Unconfined Compression Cylinder	40		KRASON SG 15, 16 BEASON
0038		3016.05	CONCRETE CLASS 47B-3000 SIDEWALK 5"	10 Pours		Field Tech Tests	10		KRASON SG 15, 16 BEASON
0038		3016.05	CONCRETE CLASS 47B-3000 SIDEWALK 5"	10 Pours		Agg Free Moisture	10		KRASON SG 14, 29
0038		3016.05	CONCRETE CLASS 47B-3000 SIDEWALK 5"	10 Pours		Field Tech Tests	10		KRASON SG 15, 16 BEASON
0038		3016.05	CONCRETE CLASS 47B-3000 SIDEWALK 5"	10 Pours		Unconfined Compression Cylinder	40		KRASON SG 15, 16 BEASON
0038		3016.05	CONCRETE CLASS 47B-3000 SIDEWALK 5"	10 Pours		Field Tech Tests	10		KRASON SG 15, 16 BEASON
0038		3016.05	CONCRETE CLASS 47B-3000 SIDEWALK 5"	10 Pours		Agg Free Moisture	10		KRASON SG 14, 29
GROUP 9 BITUMINOUS	0040	3020.24	CONCRETE CLASS 47B-3500 DRIVEWAY	472.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
	0040	3020.24	CONCRETE CLASS 47B-3500 DRIVEWAY	472.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
	0041	3040.11	CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH	100.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
	0041	3040.11	CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH	100.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
	0041	3040.11	CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH	100.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
	0041	3040.11	CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH	100.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
	0041	3040.11	CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH	100.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
	0041	3040.11	CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH	100.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
	0041	3040.11	CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH	100.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
	0041	3040.11	CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH	100.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
GROUP 9 BITUMINOUS	0042	3040.12	CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH	850.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
	0042	3040.12	CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH	850.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
	0042	3040.12	CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH	850.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
	0042	3040.12	CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH	850.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
	0042	3040.12	CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH	850.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
	0042	3040.12	CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH	850.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
	0042	3040.12	CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH	850.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
	0042	3040.12	CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH	850.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
	0042	3040.12	CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH	850.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
	0042	3040.12	CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH	850.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16

EXHIBIT "A"

State of Nebraska Department of Roads
Material Sampling and Testing Summary

Contract ID 4705X

Control Number 42706 000

Project Number UR8-5409(2)

Location VARIOUS LOCATIONS IN GRAND ISLAND

Type of Work GRAD CULV SEED BIT

Letting Date 9/5/2013

MSG Version July 1, 2013

These are estimated quantities for materials that need to be tested for this project. Items that require certifications or letters of compliance are not listed. Please refer to Materials Sampling Guide for those items and for frequency of materials that need to be submitted to NDR for verification testing.

EXHIBIT "A"

Group	Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
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	0043	3040.13	CONCRETE PAVEMENT REPAIR, TYPE C, FULL DEPTH	1000.000	SY	Agg Free Moisture	1 per	One sample per lot unless shipped from tested and approved stock	BEASON SG 15, 16
			Hot Poured Joint Sealant - Field Use			Sample for Quality	1		BYRE SG 15, 20
			Reinforcing Steel - Field Sample			Pavement Cores	1		KARL SG 15, 16
			White Pigmented Cure Compound-Field Use			Sample for Quality	1		KRASON SG 15, 16
			Hot Poured Joint Sealant - Field Use			Sample for Quality	1		KRASON SG 15, 16
			6" CONCRETE PAVEMENT, CLASS 47B-3500	319,000	SY	Agg Free Moisture	2	One sample per lot unless shipped from tested and approved stock	BYRE SG 15, 20
	0044	3075.12	6" CONCRETE PAVEMENT, CLASS 47B-3500	2 Pours		Field Tech Tests	2	Air(very 300cy), Slump, Unit Weight, Yield, Cylinders...	BEASON SG 15, 16
			Hot Poured Joint Sealant - Field Use			Sample for Quality	1		KRASON SG 15, 29
			White Pigmented Cure Compound-Field Use			Sample for Quality	2		BEASON SG 15, 16
			Reinforcing Steel - Field Sample			Pavement Cores	8		KRASON SG 15, 16
			Unconfined Compression Cylinder			Field Tech Tests	2		BEASON SG 15, 16
			Assume: Unable to predict # of pours without knowing where repairs are located.			Assume: 280			
			Hot Poured Joint Sealant - Field Use			Sample for Quality	1 per		BEASON SG 15, 16
			Reinforcing Steel - Field Sample			Field Tech Tests	1 per		BEASON SG 15, 16
			White Pigmented Cure Compound-Field Use			Sample for Quality	1		KRASON SG 15, 16
			Hot Poured Joint Sealant - Field Use			Sample for Quality	1		KRASON SG 15, 16
	0045	3075.33	8" CONCRETE PAVEMENT, CLASS 47B-3500	3296,000	SY	Agg Free Moisture	6	Air(very 300cy), Slump, Unit Weight, Yield, Cylinders...	BEASON SG 15, 16
			Hot Poured Joint Sealant - Field Use			Sample for Quality	6		BEASON SG 15, 16
			Reinforcing Steel - Field Sample			Pavement Cores	1		KARL SG 15, 16
			White Pigmented Cure Compound-Field Use			Sample for Quality	1		KRASON SG 15, 16
			Hot Poured Joint Sealant - Field Use			Sample for Quality	1		KRASON SG 15, 16
			9" DOWELED CONCRETE PAVEMENT, CLASS 47B-3500	5809,000	SY	Agg Free Moisture	4	One sample per lot unless shipped from tested and approved stock	BYRE SG 15, 20
	0046	3075.46	9" DOWELED CONCRETE PAVEMENT, CLASS 47B-3500	4 Pours		Field Tech Tests	4	Air(very 300cy), Slump, Unit Weight, Yield, Cylinders...	BEASON SG 15, 16
			Hot Poured Joint Sealant - Field Use			Sample for Quality	4		KRASON SG 14, 29
			White Pigmented Cure Compound-Field Use			Sample for Quality	4		BEASON SG 15, 16
			Reinforcing Steel - Field Sample			Pavement Cores	4		KARL SG 15, 16
			Unconfined Compression Cylinder			Field Tech Tests	4		BEASON SG 15, 16
			Assume: Poured with others			Assume: 35			
			Hot Poured Joint Sealant - Field Use			Sample for Quality	1		BEASON SG 15, 16
			White Pigmented Cure Compound-Field Use			Sample for Quality	1		KARL SG 15, 16
			Reinforcing Steel - Field Sample			Pavement Cores	1		KRASON SG 15, 16
			Hot Poured Joint Sealant - Field Use			Sample for Quality	1		KRASON SG 15, 16
	0047	4015.00	ADJUST MANHOLE TO GRADE	65,000	EACH	Sample for Quality	1	One sample per lot unless shipped from tested and approved stock	BYRE SG 15, 20
			Hot Poured Joint Sealant - Field Use			Sample for Quality	1		KRASON SG 15, 16
			White Pigmented Cure Compound-Field Use			Sample for Quality	1		KARL SG 15, 16
			Reinforcing Steel - Field Sample			Pavement Cores	6		KRASON SG 15, 16
			Unconfined Compression Cylinder			Field Tech Tests	16	1 Core per 750ft per lane. LPA/CE is responsible for getting testing lab to take and break the	BEASON SG 15, 16
			Assume: 1460			Assume: 1460			
			Hot Poured Joint Sealant - Field Use			Sample for Quality	1		BEASON SG 15, 16
			White Pigmented Cure Compound-Field Use			Sample for Quality	1		KARL SG 15, 16
			Reinforcing Steel - Field Sample			Pavement Cores	6		KRASON SG 15, 16
			Unconfined Compression Cylinder			Field Tech Tests	16		BEASON SG 15, 16
			Assume: 2890/750 = ~ 4 test			Assume: 2890/750			
	0054	9005.70	ASPHALTIC CONCRETE, TYPE LC	2890,000	TON	Sample for Quality	1 per agg	1 test every 750 tons	BEASON SG 04
			Asphalt Aggregates			Asphalt Mix Design	1		BEASON SG 04
			Assume: 2890/750 = ~ 4 test			Assume: 2890/750			
	0055	9005.75	ASPHALTIC CONCRETE, TYPE SPR	9920,000	TON	Sample for Quality	1 per agg	1 test every 750 tons	BEASON SG 04
			Asphalt Aggregates			Asphalt Mix Design	1		BEASON SG 04
			Assume: 9920/550/750 = ~ 14 test			Assume: 9920/550/750			
	0056	9010.50	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	550,000	TON	Density Test	14	1 test every 750 tons	BEASON SG 03
			Testing performed with LI 0065			Asphalt Mixture Testing	14		BEASON SG 03
	0057	9021.13	PERFORMANCE GRADED BINDER (64-34)	558,280	TON	Sample for Quality	8	Minimum of 2 tests every 3750 tons	BYRE SG 02
			Performance Graded Binder (64-34)			Sample for Quality	8		BYRE SG 02
	0059	9053.00	TACK COAT	12320,000	GAL	Sample for Quality	1	1 quart sample per tank car or truckload	BYRE SG 02

State of Nebraska Department of Roads
Material Sampling and Testing Summary

Contract ID 4706X
Control Number 42706 000
Project Number URB-5409(2)
Location VARIOUS LOCATIONS IN GRAND ISLAND
Type of Work GRAD CURV SEED BIT
Letting Date 9/5/2013
MSG Version July 1, 2013

These are estimated quantities for materials that need to be tested for this project. Items that require certifications or letters of compliance are not listed. Please refer to Materials Sampling Guide for those items and for frequency of materials that need to be submitted to NDR for verification testing.

GROUP 10 GENERAL ITEMS

Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
0072	9173.20	SUBGRADE PREPARATION	9424.000	SY	Lab Standard Proctor Test	1	In-place moisture-density tests for each 1000' or less, depending on soil type or as needed is indicated by changes in soil material.	CHURCHWELL SG 10, 11
Assume: 1 per location/8 locations								
0081	0001.08	BARRICADE, TYPE II	3145.000	BDAY	Field Density Test	8		
0082	0001.10	BARRICADE, TYPE III	7252.000	BDAY	Reflectivity Test	6	1 of every 5, or a minimum of two of each type	DONDLINGER SG 23
		Reflective Sheeting H			Reflectivity Test	14	1 of every 5, or a minimum of two of each type	DONDLINGER SG 23

Concrete Calculations			
Conversion Factor	Totals		
47B-3500 and 47B-3000	CY	3086.62	
Fine Agg	CY	1385.53	
Coarse Agg	lb/cy PCC	1079.93	
1PF Cement	564		
Coarse Agg	0.3618		
Fine Agg	0.806		
CY Agg/CY PCC			
Bid Item Summary:	3829.55		

Agg/Cement Sampling & Testing Totals			
Fine Agg	1.3	tons/CY Agg	4012.60
Coarse Agg	1.25	tons/CY Agg	1731.91
1PF Cement	n/a	tons	1079.93

** These totals assume all concrete produced by a single source.

MSG 15, 16	BEASON	3	One Test every 1500 tons
MSG 15, 16	BEASON	1	One Test every 4500 tons; NDR will test these samples
MSG 15, 16	MASTERS	2	One Test every 750 tons; NDR will test these samples

EXHIBIT "A"

FEES AND PAYMENTS

EXHIBIT "B"

- A. **Payment Method.** Payment under this agreement will be made based on Actual Costs plus a Fixed Fee for profit.
- B. **Total Agreement Amount.** For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$34,289.00 and up to a maximum amount of \$270,817.99 for actual costs as defined in paragraph "H" of this section. The total agreement amount is \$305,106.99. The Consultant's compensation shall not exceed this maximum amount without prior written approval of the LPA.
- C. **Ineligible Costs.** The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION section of this agreement or as provided in a written time extension notification.
- D. **Federal Cost Principles.** For performance of Services under the terms of this agreement, the Consultant will be paid as authorized for each specific Task Order, subject to the terms of this agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31).
- E. **Federal-aid.** (2-1-12) LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process of Section 18 herein shall be used by the parties.
- F. **Subconsultant Over-runs and Under-runs.** The Consultant shall require any subconsultant to notify Consultant if at any time the subconsultant determines that its costs will exceed its negotiated fee estimate. The Consultant shall not allow any

subconsultant to exceed its negotiated fee estimate without prior written approval of the LPA. The Consultant understands that the amount of any subconsultant cost under-run will be subtracted from the total compensation to be paid to Consultant under this agreement, unless prior written approval is obtained from the LPA and, when applicable, FHWA.

G. **Out of Scope Services and Consultant Work Orders.** The LPA may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When the LPA decides that these services require an adjustment in costs, the Consultant shall: (a) describe the proposed services, (b) provide an explanation why Consultant believes that the proposed services are not within the original scope of services and additional work effort is therefore required, and (c) estimate the cost to complete the services. Consultant must receive written approval from the LPA before proceeding with the out-of-scope services. Before written approval will be given by the LPA, the LPA must determine that the situation meets the following criteria:

- That the additional work is beyond the scope of services initially negotiated with Consultant; and
- That the proposed services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
- That it is in the best interest of the LPA that the services be performed under this agreement.

Once the need for a modification has been established, a supplemental agreement will be prepared.

If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA shall use the process set out below:

- The Consultant Work Order (CWO) – DR Form 250 shall be used to describe and provide necessary justification for the additional the scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the Department of Roads website at www.transportation.nebraska.gov/gov-aff/lpa-guide-man.htm#forms4. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. This agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

H. **Payments.** Payment for work under this agreement will be made based on actual costs plus a fixed fee for profit. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

(1) Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

(a) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed.

For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Consultant's accounting books of record.

(b) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.

(2) Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items.

A non-labor cost charged as a direct cost cannot be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Consultant shall submit to the LPA an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices. The State, on behalf of the LPA, will pay the Consultant for all necessary, allowable, eligible and properly documented direct non-labor costs related to the work under this agreement.

The following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

(a) The reimbursement for mileage associated with the use of company owned vehicles shall be the prevailing standard rate as established by the Internal

Revenue Service (IRS) through its Revenue Procedures. Reimbursement for
Project No. URB-5409(2) EXHIBIT "B"
Control No. 42706 Sheet 3 of 7
Various Locations in Grand Island
Template T-AGRS-1F Dated 3-30-12

mileage associated with the use of a privately owned vehicle (POV), is limited to

the lesser of:

- 1) The mileage rate which the consultant reimbursed to the person who submitted the claim for POV use, or
 - 2) The prevailing standard rate as established by the IRS.
- (b) Automobile Rentals and Air Fares will be actual reasonable cost and if discounts are applicable the Consultant shall give the LPA the benefit of all discounts.
- (c) The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:

<http://www.gsa.gov/portal/category/100120>

- 1) For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

- a) Employee is required to depart at or before 6:30 a.m., or
- b) Employee is on overnight travel.

Lunch:

- a) Employee must be on overnight travel. No reimbursement for same day travel.
- b) Employee is required to leave for overnight travel at or before 11:00 a.m., or
- c) Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

- a) Employee returns from overnight travel or work location at or after 7:00 p.m., or
- b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed the GSA rates set out above.

- (3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead

rate increases which occur during the project period will not be cause for an increase in the maximum amount established in this agreement.

I. **Fee for Profit (Actual Cost Plus Fixed Fee).** The Fixed Fee for Profit was computed upon the negotiated direct labor and overhead costs. The Fee for Profit is not allowable upon direct non-labor costs. For monthly or progress invoices, the Fee for Profit is calculated by multiplying the sum of the direct labor and overhead costs billed by the negotiated Fee for Profit Rate of "13.60%". Upon completion of the work under this agreement, the Consultant shall invoice the LPA any remaining Fixed Fee for Profit. If all of the work under this agreement is not completed for any reason, fixed fee for profit will be adjusted based on the LPA's determination of the actual percentage of work completed.

J. **Invoices and Progress Reports.** The Consultant shall submit invoices to the LPA no more frequently than at monthly intervals and in accordance with the "LPA Reimbursement Procedures" which can be found on the State's website at: <http://www.transportation.nebraska.gov/aff/pa-guide-man.html#policies4>. The invoices must present actual direct labor, actual overhead, actual direct non-labor costs, as well as the Fee for Profit based upon the actual direct labor and overhead costs billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed. Each monthly invoice must include a completed "Cost Breakdown Form" (see State's webpage at <http://www.transportation.nebraska.gov/aff/pa-guide-man.html>) and must be substantiated by a progress report which is to include/address, as a minimum:

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period
3. Information needed from the LPA
4. Percent of work completed to date

Consultant shall submit a progress report monthly even if Consultant does not submit a monthly invoice.

K. **Progress Payments.** Payments will not be made unless the monthly progress reports provide adequate substantiation for the work and the LPA and the State determine that the work has been properly completed. The State, on behalf of the LPA, will make a reasonable effort to pay the Consultant within 30 days of receipt of the Consultant invoices.

Project No. URB-5409(2)
Control No. 42706
Various Locations in Grand Island
Template T-AGRS-1F Dated 3-30-12

EXHIBIT "B"
Sheet 5 of 7

L. **Final Invoice.** Upon completion of the work under this agreement, the Consultant shall

submit their final invoice with a letter identifying it as the final invoice. The letter shall also include the following information/statements:

1. Project name/location, project number, control number, service provided, and agreement number.
2. All the work under this agreement has been completed and all required deliverables have been submitted to the LPA,
3. Consultant has no outstanding issues to be resolved regarding the work under this agreement.

In addition, the Consultant shall review the overhead costs billed to-date to determine if the overhead rates used on the progress billings match the actual allowable rate applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent years accepted rate should be applied.

M. **Final Payment.** Upon determination by the LPA and the State that the work was adequately substantiated and completed in accordance with this agreement, payment will be made in the amount of the approved final invoice. The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and the State for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

N. **Audit and Final Cost Adjustment.** Upon acceptance by the LPA and the State, the State, or its authorized representative, may complete an audit review of the payments made under this agreement. The Parties understand that the audit may require an adjustment of the payments made under this agreement. The Consultant agrees to reimburse the State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

O. **Consultant Cost Record Retention.** The Consultant shall maintain, and also require that its Subconsultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement by FHWA

and project closeout by the State. Such materials must be available for inspection by
Project No. URB-5409(2) EXHIBIT "B"
Control No. 42706 Sheet 6 of 7
Various Locations in Grand Island
Template T-AGRS-1F Dated 3-30-12

the LPA, State, FHWA, or any authorized representative of the federal government; and when requested, the Consultant shall furnish copies.

Project No. URB-5409(2)
Control No. 42706
Various Locations in Grand Island
Template T-AGRS-1F Dated 3-30-12

EXHIBIT "B"
Sheet 7 of 7

EXHIBIT "C"
**INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDERS
LPA PROJECTS**

Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this contract,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

General Liability –

Limits of at least:

- \$ 1,000,000 Per Occurrence
- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Completed Operations Aggregate (if applicable)
- \$ 1,000,000 Personal/Advertising Injury

- Consultant shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.
- The LPA shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be

provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")

- **Pollution Coverage –**

- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Consultant.

- **Automobile Liability –**

- Limits of at least: \$ 1,000,000 CSL Per Accident
- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

- **Workers' Compensation –**

- Limits: Statutory coverage for the State where the project is located.
- Employer's Liability limits: \$100,000 Each Accident
- \$100,000 Disease – Per Person
- \$500,000 Disease – Policy Limit

- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy

- **Professional Liability –**

- Limits of at least: \$ 1,000,000 Per Claim and Annual Aggregate
- Coverage shall be provided for three years after work/project completion.

- **Electronic Data and Valuable Papers –**

- Limits of at least: \$100,000 Electronic Data Processing Data and Media
- \$25,000 Valuable Papers

- **Umbrella/Excess –**

- Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate
- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- The LPA, shall be an "Additional Insured".
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation

Project No. URB-5409(2)
Control No. 42706
Various Locations in Grand Island

Exhibit "C"
Page 2 of 3

in favor of the LPA shall be provided.

Additional Requirements –

- Any insurance policy shall be written by a reputable insurance company acceptable to the LPA or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the LPA in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s).
- For so long as insurance coverage is required under this agreement, the Consultant shall have a duty to notify the LPA and the State of Nebraska Department of Roads (State) when the Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Consultant must forward any pertinent notice of cancellation or termination to the LPA and to the State by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier. Copies of notices received by the Consultant shall be sent to the LPA, in care of the LPA's Responsible Charge and to the State at the following address:

Nebraska Department of Roads
Construction Division – Insurance Section
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854

- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving the consultant, subconsultant, or tier subconsultant of any responsibility of liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

RESOLUTION 2014-33

WHEREAS, the City of Grand Island is developing a transportation project for which it intends to obtain Federal funds; and

WHEREAS, the City of Grand Island as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS, the City of Grand Island and Olsson Associates wish to enter into a Professional Construction Engineering Services Agreement to provide construction engineering services for the Federal-aid project; and

WHEREAS, Olsson Associates will be paid a fixed –fee-for-profit of \$34,289.00 and up to a maximum amount of \$270,817.99 for actual costs in accordance with Exhibit “B”, with a total amount of \$305,106.99.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign the attached Construction Engineering Services Agreement between the City of Grand Island and Olsson Associates of Grand Island, Nebraska.

NDOR Project No.: URB-5409(2)
NDOR Control No.: 42706
NDOR Project Description: Various Locations in Grand Island

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
February 21, 2014	☒ City Attorney



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item G-11

#2014-34 - Approving Acquisition of Utility Easement in Vlach Subdivision (Vlach Properties, LLC)

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

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

RESOLUTION 2014-34

WHEREAS, a public utility easement is being acquired by the City of Grand Island from Vlach Properties, LLC to allow for construction of Street Improvement District No. 1260; Webb Road – South Webb Road extending north from Stolley Park Road to Union Pacific Railroad Tracks, described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, VLACH SUBDIVISION, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE ON AN ASSUMED BEARING S89°14'57"W, ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 33.00 FEET, TO THE WEST LINE OF AN EXISTING EASEMENT RECORDED IN BOOK R, PAGE 100, MISC. RECORDS, HALL COUNTY, NEBRASKA; THENCE N00°58'23"W, ALONG SAID WEST LINE OF AN EXISTING EASEMENT, A DISTANCE OF 442.99 FEET; THENCE N89°04'40"E A DISTANCE OF 33.00 FEET TO THE EAST LINE OF LOT 2; THENCE S00°57'18"E, ALONG SAID EAST LINE OF LOT 2, A DISTANCE OF 20.09 FEET; THENCE S00°57'57"E, ALONG THE EAST LINE OF LOT 2, A DISTANCE OF 350.77 FEET; THENCE S01°00'44"E, ALONG THE EAST LINE OF LOT 2, A DISTANCE OF 72.23 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 14,608.71 SQUARE FEET OR 0.34 ACRES MORE OR LESS.

WHEREAS, an agreement for the public utility easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement, with no compensation to the property owner, for the public utility easement on the above described tract of land.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2014.

Jay Vavricek, Mayor

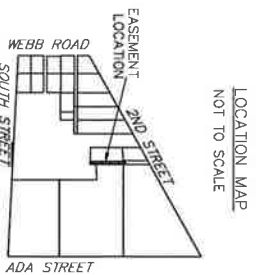
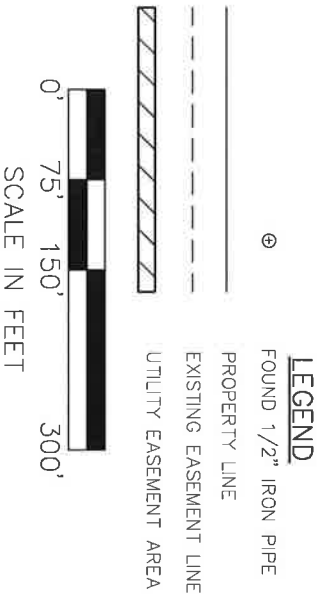
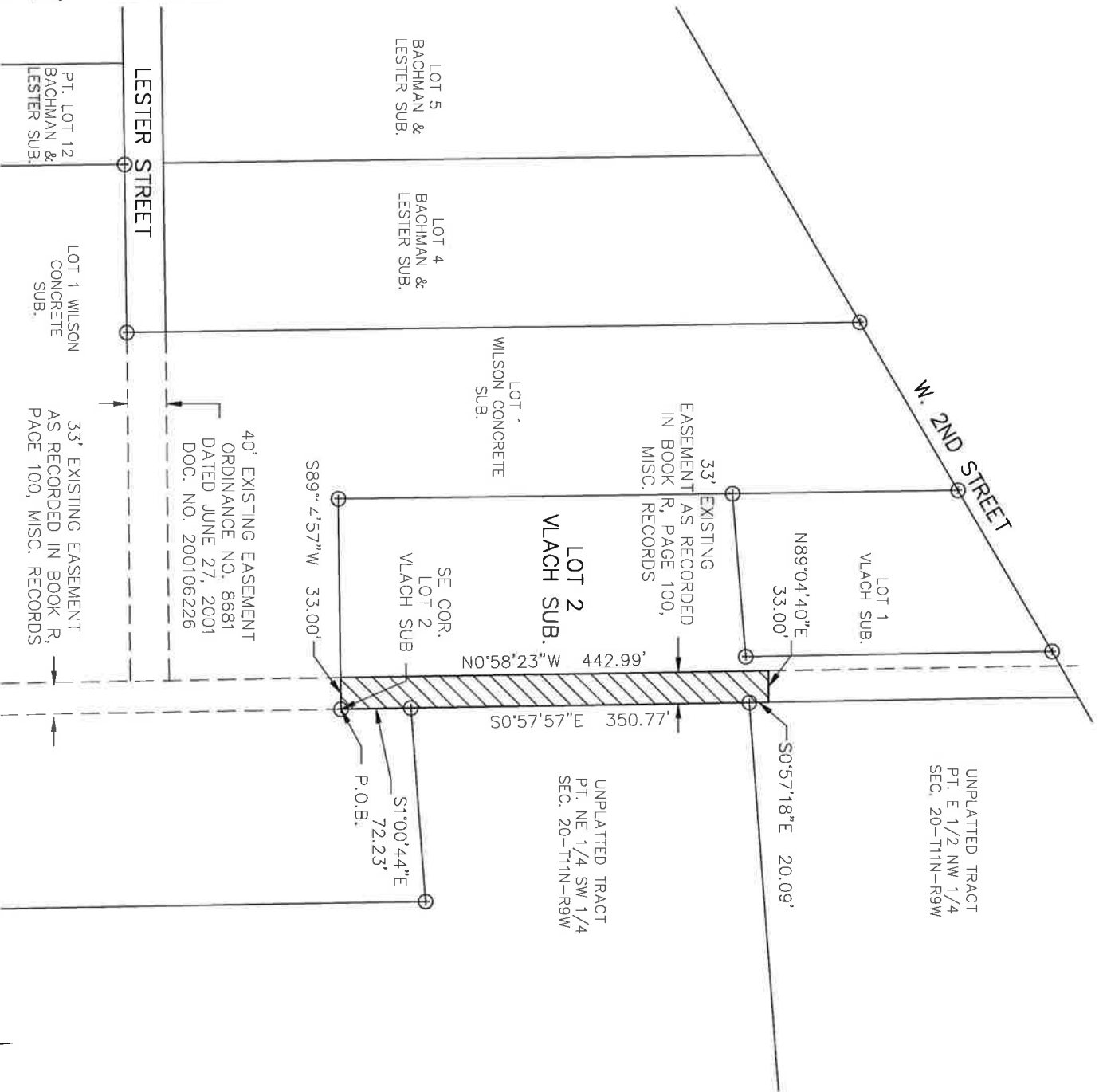
Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 21, 2014	☐ City Attorney

UTILITY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



UTILITY EASEMENT DESCRIPTION

A UTILITY EASEMENT LOCATED IN PART OF LOT 2, VLACH SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, VLACH SUBDIVISION, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE ON AN ASSUMED BEARING S89°14'57"W, ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 33.00 FEET, TO THE WEST LINE OF AN EXISTING EASEMENT RECORDED IN BOOK R, PAGE 100, MISC. RECORDS, HALL COUNTY, NEBRASKA; THENCE N00°58'23"W, ALONG SAID WEST LINE OF AN EXISTING EASEMENT, A DISTANCE OF 442.99 FEET; THENCE N89°04'40"E A DISTANCE OF 33.00 FEET TO THE EAST LINE OF LOT 2; THENCE S00°57'18"E, ALONG SAID EAST LINE OF LOT 2, A DISTANCE OF 20.09 FEET; THENCE S00°57'57"E, ALONG THE EAST LINE OF LOT 2, A DISTANCE OF 350.77 FEET; THENCE S01°00'44"E, ALONG THE EAST LINE OF LOT 2, A DISTANCE OF 72.23 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 14,608.71, SQUARE FEET OR 0.34 ACRES MORE OR LESS.

DWG: F:\projects\013-0908\SRVY\MasterXrefs\0130908_UTILITY EASE 2.dwg
 DATE: Dec 02, 2013 10:47am
 USER: lwheeler
 XREFS: 0130908_XTOPO

PROJECT NO: 2013-0908
 DRAWN BY: LWJ
 DATE: 10/03/2013

WEBB ROAD EASEMENTS

WOLSSON ASSOCIATES

201 East 2nd Street
 P.O. Box 1072
 Grand Island, NE 68802-1072
 TEL: 308.384.8130
 FAX: 308.384.8752

EXHIBIT
 1



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item G-12

#2014-35 - Approving Temporary Construction Easement for Street Improvement District No. 1260; Webb Road (Vlach Properties, LLC)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: February 25, 2014

Subject: Approving Temporary Construction Easement for Street Improvement District No. 1260; Webb Road (Vlach Properties, LLC)

Item #'s: G-12

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

Background

Street Improvement District No. 1260; Webb Road – South Webb Road extending north from Stolley Park Road to Union Pacific Railroad Tracks was created by City Council on February 12, 2013.

A Temporary Construction easement is needed to accommodate the construction activities for Street Improvement District No. 1260, which must be approved by City Council. The temporary construction easements will allow for the roadway improvements to this area.

A sketch is attached to show the temporary construction easement area.

Discussion

A temporary construction easement is needed from one (1) property owner for Street Improvement District No. 1260; Webb Road to be constructed.

Engineering staff of the Public Works Department negotiated with the property owner for use of such temporary construction easement.

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Vlach Properties, LLC	Part of the northeast quarter of the southwest quarter of Section Twenty (20), Township Eleven (11) North, Range Nine (9) West of the 6th p.m., City of Grand Island, Hall County, Nebraska, and more particularly described as follows:	\$ 360.00 + \$3,688.00 (severance damages) = \$4,048.00

	<p>Commencing at the southeast corner of Lot 2, Vlach Subdivision; thence on an assumed bearing N01°00'44"W, along the east line of said Lot 2, a distance of 72.23 feet to the southwest corner of a tract of land conveyed as Instrument Number 0200900683, Hall County, Nebraska, and the point of beginning; thence N00°57'57"W, along the west line of said tract of land, a distance of 350.77 feet to the northwest corner of said tract of land; thence N85°42'21"E, along the north line of said tract of land, a distance of 30.05 feet; thence S00°57'57"E a distance of 350.71 feet to the south line of said tract of land; thence S85°36'12"W, along the south line of said tract of land, a distance of 30.05 feet to the point of beginning. Said temporary access easement contains a calculated area of 10,522.16 square feet or 0.24 acres more or less.</p>	
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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 Temporary Construction Easement between the City of Grand Island and the affected property owner for Street Improvement District No. 1260; Webb Road, in the amount of \$4,048.00.

Sample Motion

Move to approve the temporary construction easements.

AGREEMENT FOR TEMPORARY CONSTRUCTION OCCUPANCY

Agreement made and entered into by and between the CITY OF GRAND ISLAND, a municipal corporation of the State of Nebraska, herein referred to as "City", and VLACH PROEPRTIES, LLC, a Nebraska Limited Liability Company, herein referred to as "Owner", whether one or more.

Recitals

WHEREAS, the City intends to construct Street Improvement District No. 1260; South Webb Road extending North from Stolley Park Road to Union Pacific Railroad Tracks, on or adjacent to property owned by Owner; and

WHEREAS, it may be necessary for the City, its officers, agents, employees, contractors, subcontractors, and authorized representatives to temporarily enter upon, travel over, excavate, clear, backfill, store materials upon, and otherwise use the lands herein described which are owned by Owner during the aforementioned construction project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained within this agreement, the parties agree as follows:

Section One Right of Entry

Owner hereby grants to the City, its officers, agents, employees, contractors, subcontractors, and authorized representatives the right to enter upon the following described real estate located in part of the northeast quarter of the southwest quarter of Section Twenty (20), Township Eleven (11) North, Range Nine (9) West of the 6th p. m., City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

Commencing at the southeast corner of Lot 2, Vlach Subdivision; thence on an assumed bearing N01°00'44"W, along the east line of said Lot 2, a distance of 72.23 feet to the southwest corner of a tract of land conveyed as Instrument Number 0200900683, Hall County, Nebraska, and the point of beginning; thence N00°57'57"W, along the west line of said tract of land, a distance of 350.77 feet to the northwest corner of said tract of land; thence N85°42'21"E, along the north line of said tract of land, a distance of 30.05 feet; thence S00°57'57"E a distance of 350.71 feet to the south line of said tract of land; thence S85°36'12"W, along the south line of said tract of land, a distance of 30.05 feet to the point of beginning. Said temporary access easement contains a calculated area of 10,522.16 square feet or 0.24 acres more or less.

to do such work as may be necessary or appropriate for the construction of Street Improvement District No. 1260; South Webb Road extending North from Stolley Park Road to Union Pacific Railroad Tracks and related facilities adjacent to such property. Such right of entry shall include, but not be limited to the right to enter upon, travel over, excavate, clear fences, drives, irrigation lines and other improvements, backfill, store materials upon, and otherwise use the above described premises.

Section Two Term of Agreement

The premises may be occupied and used by the City for the purposes related hereto during the period beginning the date construction work starts on Street Improvement District No. 1260; South Webb Road extending North from Stolley Park Road to Union Pacific Railroad Tracks and continuing until the construction work is completed.

Section Three
Valuation of Improvement

The parties hereby agree that the improvements located on the above described premises are limited to the following items having values as shown:

<u>Item</u>	<u>Value</u>
Use of Temporary Construction Area	\$360.00
Severance Damages	\$3,688.00
<hr/>	
Total Compensation	\$4,048.00

Section Five
Compensation

The City hereby agrees to pay to Owner the full value as shown for any item destroyed by the City during the term of this agreement. In the event an item is damaged but not destroyed and the parties are unable to agree as to the amount of such damage, the City shall have the option to either pay Owner the full value of the item or items in dispute as shown or submit the issue of damages on the disputed item or items to a board of appraisers appointed under an action in condemnation. In the event the City shall elect to have the damages determined under an action in condemnation, then the City hereby agrees to pay to Owner the amount as finally determined in such action and appeals. The Owner hereby agrees to accept full payment for damages arising from the use of the aforesaid property by City the amount paid by the City in accordance with this agreement.

Section Six
Remarks

The City shall restore the premises to grade prior to the termination of this agreement.

Section Seven
Assignment

It is understood that the rights of the owner do not automatically transfer upon sale or lease of the property. The City agrees to permit assignment of the rights and obligations of Owner to a subsequent buyer or tenant, provided Owner obtains the City's prior written consent which City shall not unreasonably withhold.

DATED: _____, 2014

DATED: _____, 2014

VLACH PROPERTIES, LLC

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

BY _____
RONALD J. VLACH, OWNER

BY _____
JAY VAVRICEK, MAYOR

RESOLUTION 2013-35

WHEREAS, a temporary construction easement is required by the City of Grand Island, from an affected property owner in Street Improvement District No. 1260; Webb Road project area:

Vlach Properties, LLC – 0.24 Acres @ \$1,500.00/acre = \$360.00

Part of the northeast quarter of the southwest quarter of Section Twenty (20), Township Eleven (11) North, Range Nine (9) West of the 6th p. m., City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

Commencing at the southeast corner of Lot 2, Vlach Subdivision; thence on an assumed bearing N01°00'44"W, along the east line of said Lot 2, a distance of 72.23 feet to the southwest corner of a tract of land conveyed as Instrument Number 0200900683, Hall County, Nebraska, and the point of beginning; thence N00°57'57"W, along the west line of said tract of land, a distance of 350.77 feet to the northwest corner of said tract of land; thence N85°42'21"E, along the north line of said tract of land, a distance of 30.05 feet; thence S00°57'57"E a distance of 350.71 feet to the south line of said tract of land; thence S85°36'12"W, along the south line of said tract of land, a distance of 30.05 feet to the point of beginning. Said temporary access easement contains a calculated area of 10,522.16 square feet or 0.24 acres more or less.

Vlach Properties, LLC – Severance Damages = \$3,688.00

Property Condition: Will be restored to the original condition upon completion of work. Property owner will be paid \$1,000 to account for access inconvenience (i.e. fuel & labor) during the approximately three (3) weeks of construction activity in the easements. Property owner will also be compensated \$2,688.00 for relocation of concrete pile (\$28/hour x 3 employees x 8 hours/day x 4 days) currently located in the easement area.

WHEREAS, such Temporary Construction easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to compensate the affected property owner for the Temporary Construction easement on the above described tract of land, in the total amount of \$4,048.00.

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2014.

Jay Vavricek, Mayor

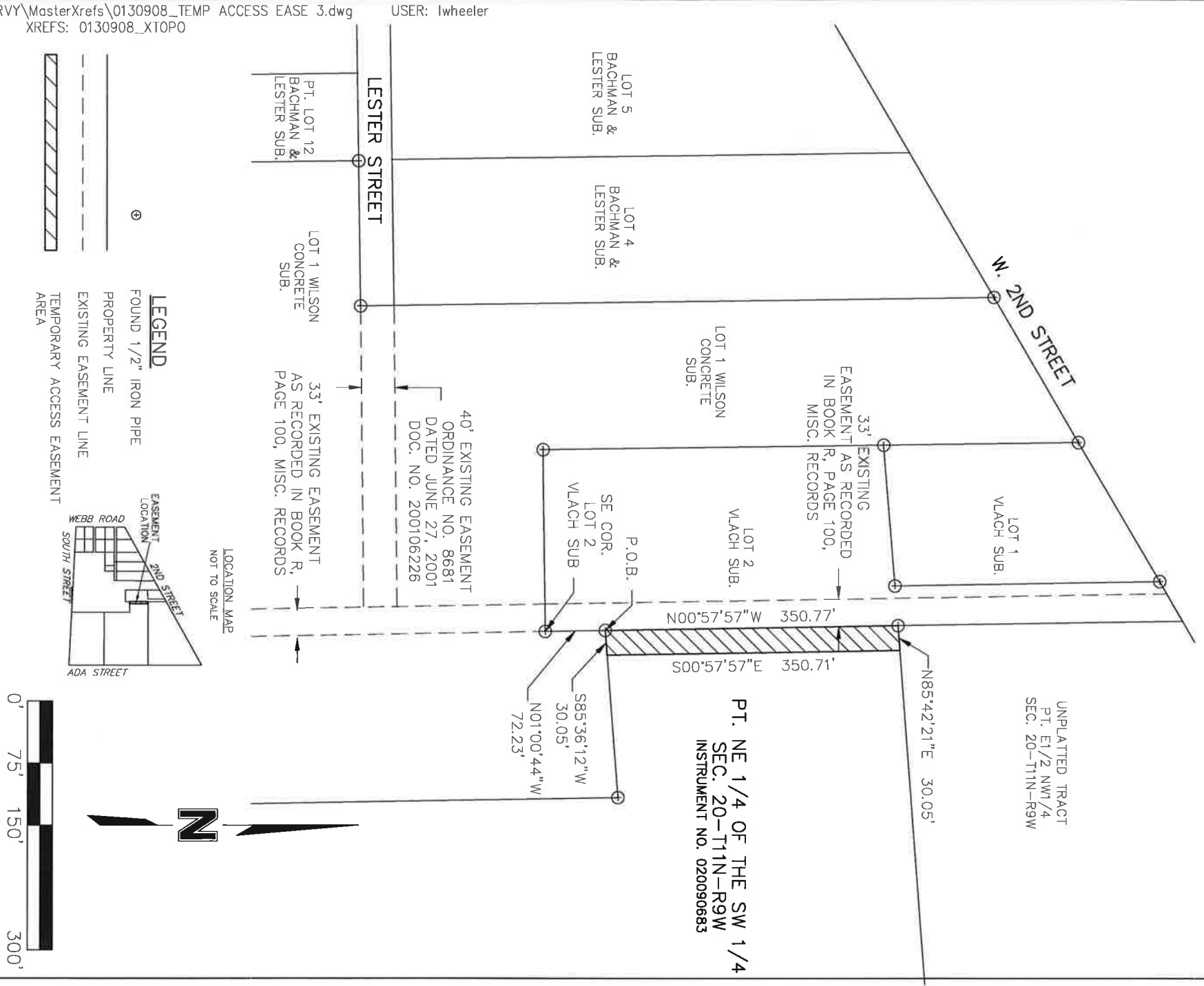
Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 21, 2014	☐ City Attorney

TEMPORARY ACCESS EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



TEMPORARY ACCESS EASEMENT DESCRIPTION

A TEMPORARY ACCESS EASEMENT LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TWENTY, TOWNSHIP ELEVEN NORTH, RANGE NINE WEST OF THE 6TH P. M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, VLACH SUBDIVISION; THENCE ON AN ASSUMED BEARING N01°00'44"W, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 72.23 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED AS INSTRUMENT NUMBER 0200900683, HALL COUNTY, NEBRASKA, AND THE POINT OF BEGINNING; THENCE N00°57'57"W, ALONG THE WEST LINE OF SAID TRACT OF LAND, A DISTANCE OF 350.77 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE N85°42'21"E, ALONG THE NORTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 30.05 FEET; THENCE S00°57'57"E A DISTANCE OF 350.71 FEET TO THE SOUTH LINE OF SAID TRACT OF LAND; THENCE S85°36'12"W, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 30.05 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY ACCESS EASEMENT CONTAINS A CALCULATED AREA OF 10,522.16 SQUARE FEET OR 0.24 ACRES MORE OR LESS.

DWG: F:\projects\013-0908\SRVY\MasterXrefs\0130908_TEMP ACCESS EASE 3.dwg
 DATE: Dec 02, 2013 10:49am
 USER: lwheeler
 XREFS: 0130908_XTOPO

PROJECT NO:	2013-0908	WEBB ROAD EASEMENTS	
DRAWN BY:	LJW		
DATE:	10/03/2013	201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.394.8750 FAX 308.394.8752	
EXHIBIT	1		



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item G-13

#2014-36 - Approving Contract for Soft Drink Service for Aquatic Facilities

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks & Recreation Director

Meeting: February 25, 2014

Subject: Contract Award - Soft Drink Services at Island Oasis Water Park and Other Public Swimming Facilities

Item #'s: G-13

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

Background

The City requested proposals for providing soft drink services at Island Oasis Water Park and other public swimming facilities. The proposals offer cost of product along with marketing and support funding that the Company is willing to provide to Island Oasis Water Park. Product pricing and service is provided for pop machines at Lincoln Pool, Lincoln Park wading pool, Stolley Park wading pool, Pier Park wading pool and Grace Abbott Park wading pool along with Island Oasis Water Park. The proposal is for one year with the option to renew for two additional two year terms.

Discussion

Two proposals were received one each from the PepsiCo Food Service and Coca Cola Bottling Company. It was determined that PepsiCo Food Service provided the overall best proposal to the City. PepsiCo offered lower average pricing on products and will provide approximately \$2,800.00 in incentives each year to Island Oasis Water Park.

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 award a contract to the PepsiCo Food Service.

Sample Motion

Move to approve the resolution authorizing the City to award a contract to PepsiCo Food Service to provide soft drink services for City owned aquatic facilities.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
SOFT DRINK SERVICE FOR AQUATIC FACILITIES**

RFP DUE DATE: January 30, 2014 at 4:00 p.m.

DEPARTMENT: Parks & Recreation

PUBLICATION DATE: November 17, 2013

NO. POTENTIAL BIDDERS: 2

SUMMARY OF PROPOSALS RECEIVED

Pepsi Beverages Co.
Grand Island, NE

Coca-Cola
Grand Island, NE

cc: Todd McCoy, Parks & Recreation Director
Mary Lou Brown, City Administrator
Jeremy Bachmann, Recreation Supt.

Patti Buettner, Parks & Rec. Secretary
Jaye Monter, Finance Director

P1691

BEVERAGE SALES AGREEMENT

This sets forth the agreement ("Agreement") between Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company with an office located at 2422 E. U.S. Highway 30 Grand Island Nebraska ("Pepsi") and City Of Grand Island, a [Nebraska] corporation, with its principal place of business at [customer address] (the "Customer") relating to the purchase by the Customer from Pepsi of the Products. The support described below is in lieu of any other discounts, allowances or rebates to which the Customer might otherwise be entitled from time to time.

Definitions

As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below.

"Beverage" or "Beverages" means all carbonated and non-carbonated, non-alcoholic drinks, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) bottled or canned water whether carbonated or still (spring, mineral or purified), and (viii) any future categories of nonalcoholic beverage products that may be distributed by Pepsi.

"Cases" shall mean the number of cases of Packaged Products purchased by the Customer from Pepsi, initially delivered in quantities of 24, 15, and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi, from time to time.

"Gallons" shall mean the number of gallons of the Postmix Products purchased by the Customer from Pepsi.

"Outlets" shall mean the existing Customer facilities operated under the trademarks as listed in attached Exhibit A and shall include any restaurant, outlet or other facility in the Customer's system that may be opened or acquired by the Customer under those trademarks during the Term (the "Outlets"). In the event that new Outlets are added during the Term of this Agreement, the parties shall create an updated Exhibit A and attach it hereto. The Outlets shall include the parking garages or other Customer-owned/controlled/operated surrounding areas located at or within those facilities.

"Packaged Products" shall mean Beverages that are distributed in pre-packaged form (e.g., bottles and cans). A current list of Pepsi's Packaged Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

"Postmix Products" shall mean Beverages used to create and dispense fountain beverages. A current list of Pepsi's Postmix Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

"Products" shall mean Postmix Products and Packaged Products manufactured, bottled, sold and/or distributed by Pepsi.

"Year" shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

1. **Term**

The term of this Agreement shall commence on March 1, 2014 and expire upon the later of February 28, 2015, or at such time as Customer's collective purchases of Products meets or exceeds a volume threshold (the "Volume Threshold") of 1500 Gallons and Cases (the "Term"). For the purposes of measuring the Volume Threshold only, 1 Case of Packaged Product shall be deemed equal to 1 Gallon of Postmix Product. Thus, in the event the Volume Threshold is not met on or before the date indicated above, then the Term shall automatically extend for the period of time necessary until the Volume Threshold has been met (the "Automatic Extension"). After February 28, 2015, this agreement may be extended 2 years if mutually agreed upon by both parties. After February 28, 2017 this agreement may be extended another 2 years if mutually agreed upon by both parties. Except for applicable Marketing Support Funds, which may be earned during the Automatic Extension; Pepsi shall not provide any other consideration to Customer. When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination.

2. **Scope**

(A) **Exclusive Pouring Rights**

During the Term of this Agreement Pepsi shall have the exclusive right to make all Beverages (including Fountain Products and Packaged Products) available for sale and distribution within the Customer's Outlets, including at all locations located within the Outlets where Beverages are sold and catering operations for Customer or its Outlets. Accordingly, the Products shall be the only Beverages of their respective type sold, dispensed or served anywhere at the Outlets, and Customer will cause the purchasing representative for each of the Outlets to purchase all its respective requirements for such Products directly and exclusively from Pepsi.

(B) **Ancillary Products**

During the Term, Customer will cause the purchasing representative for each of the Outlets to purchase all its respective requirements for carbon dioxide and branded disposable cups ("Ancillary Products") exclusively from Pepsi.

(C) **Advertising Rights**

Pepsi may advertise and promote its Products in and with respect to the Customer and its Outlets upon mutually agreed to terms and conditions.

3. **Performance**

This Agreement, including all of Pepsi's support to the Customer as described below, is contingent upon the Customer complying with all of the following performance criteria:

(A) **Exclusivity.** The Products shall be the exclusive Beverage of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Outlets by any method or through any medium whatsoever (including without limitation print, broadcast, direct mail, coupons, handbills, displays and signage), whether public or private. In no event shall there be served, dispensed or otherwise made available, or in any

way advertised, displayed, represented or promoted, beverage products licensed by, or produced by bottlers licensed by, The Coca-Cola Company or any affiliate thereof, or any other supplier of competitive nonalcoholic Beverages.

(B) **Product Mix.** The Customer represents that it shall purchase and shall cause its Outlets to purchase Products exclusively from Pepsi and that it shall use reasonable efforts to maintain a mix of both Postmix Products and Packaged Products at each of the Outlets throughout the Term.

(C) **Fountain Products.** The Customer shall only use the Postmix Products for use in preparing the fountain beverage products (the "Fountain Products"): (i) in accordance with the standards established by Pepsi; and (ii) only for immediate or imminent consumption and shall not resell the Postmix Products either to nonaffiliated outlets or to consumers in any form other than the Fountain Products.

(D) **Brand ID.** The Customer shall have appropriate brand identification, as identified by Pepsi, for each Beverage Product served on all menus (including catering), menuboards and postmix dispensing valves at each of the Outlets throughout the Term.

(E) **Changes in Outlet(s).** The Customer agrees that it shall promptly notify Pepsi, in writing, of each new Outlet which is opened or acquired during the Term, as well as of any Outlet which is closed, sold or otherwise disposed of during the Term so that the parties may promptly update Exhibit A.

(F) **Minimum SKU Requirement.** At all times during the Term, the Customer agrees to mandate the distribution of a minimum of the following skus of Products, as applicable, at each of the Outlets ("Required SKUS"). The Required SKUs shall be determined as follows:

4. Consideration

In consideration of the exclusive rights granted to Pepsi by Customer over the Term of this Agreement, and provided Customer is not in breach of this Agreement, Pepsi shall provide Customer with the following:

(A) **Initial Support Funds.** Pepsi shall provide Customer with initial support funds in the amount of Two Thousand Two Hundred (\$2,200), payable to the Customer within sixty (60) days of the signing of this Agreement by both parties (the "Initial Support Funds"). The Initial Support Funds are earned by the Customer over the Term. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Initial Support Funds will be repaid to Pepsi pursuant to the terms of Section 7(B)(1) herein.

(B) **Annual Support Funds.** Pepsi shall provide Customer with annual support funds in the amount of Two Thousand Two Hundred (\$2,200), payable to the Customer within sixty (60) days after the commencement of Year 2 and each anniversary thereafter until the end of the Term of this Agreement not to exceed Four (4) consecutive payments (the "Annual Support Funds"). The Annual Support Funds are earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Annual Support Funds will be repaid to Pepsi pursuant to the terms of Section 7(B)(1) herein.

(C) **Marketing Support Funds.** Each Year throughout the Term, PepsiCo shall payout Six Hundred (\$600) Dollars in mutually agreed upon marketing items or advertisements.

5. Equipment

Pepsi will loan each Outlet, at no charge, appropriate equipment for dispensing the Products during the Term ("Equipment"). Customer agrees that the Equipment shall be exclusively used to display and merchandise the Products, and the Customer shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Pepsi will also provide, at no charge to the Customer, service to the Equipment. Title to such Equipment will remain vested in Pepsi or its affiliate and all such Equipment will be returned to Pepsi upon expiration or earlier termination of this Agreement. Each Year during the Term or at Pepsi's request, Customer shall provide Pepsi with a written Equipment verification list indicating the asset number, Equipment type and location of the Equipment loaned to the Customer pursuant to this Agreement. Failure to provide such verification list to Pepsi shall be deemed a material breach of this Agreement.

Pepsi will provide, at no charge to the Customer, preventative maintenance and service to the Equipment. Pepsi will also provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. Pepsi will promptly respond to each applicable Customer request, and will use reasonable efforts to remedy the related Equipment problem as soon as possible.

6. Pricing

Pepsi will provide Customer/Outlets a complete supply of Products during the Term of this Agreement and shall deliver such Products in a timely manner (based on mutually agreed upon delivery schedules) and in good and sanitary condition. The Products and Ancillary Products shall be purchased by the Customer from Pepsi at prices established by Pepsi. The current pricing schedule for Products is set forth on attached Exhibit B. Thereafter, the prices may be changed from time to time at Pepsi's discretion, except that Pepsi shall provide thirty (30) days notice of any price increases during the Term. No greater than 5% per year annual Increase.

7. General Terms

(A) **Termination.** Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice. If for any reason the Customer closes one or more of its Outlets for a period of ten (10) business days or more, then such event shall be deemed a material breach of this Agreement, and Pepsi shall have the right to immediately terminate this Agreement upon five (5) days prior written notice.

In the event of breach of this Agreement by one or more Outlet(s), the parties agree that Pepsi shall have the option, in lieu of termination of the entire Agreement, to terminate the Agreement only as it pertains to the applicable breaching Outlet(s) and to obtain an equitable reimbursement for the portions of funding and other costs attributable to such breaching Outlet(s).

(B) **Remedies.** If Pepsi terminates this Agreement as a result of default by Customer or its Outlets, then Customer and its Outlets will surrender to Pepsi all Equipment provided by Pepsi and shall forfeit all funding not paid as of the date of termination. In addition, Pepsi shall have the right to immediately seek reimbursement from Customer and the Outlets for the following:

(1) A payment reflecting reimbursement for all funding previously advanced by Pepsi but not earned by the Customer pursuant to the terms of this Agreement. With regard to the Initial Support Funds, the amount of such reimbursement shall be determined by multiplying the Initial Support Funds by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is the higher of [60 months] or the number of months expected to comprise the Term based on volume trends as of the time of termination and the Volume Threshold. With regard to the Annual Support Funds, the amount of such reimbursement shall be determined by multiplying Annual Support Funds by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is 12;

(2) A payment to Pepsi reflecting reimbursement for the cost of installation, service and refurbishing of Equipment provided during the Term and the cost of removal of all Equipment that has been installed in the Outlets, if applicable; and

(C) **Expiration.** Upon expiration of this Agreement, if Customer has not entered into a further agreement with Pepsi for the purchase of the Products, Customer shall surrender to Pepsi all Equipment installed in the Outlets, whether leased, loaned or otherwise made available by Pepsi.

(D) **Right of Offset.** Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer or its Outlets for Products ordered from and delivered by Pepsi pursuant to this Agreement.

(E) **Non-Disclosure.** Except as may otherwise be required by law or legal process, neither party shall disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other.

(F) **Indemnification.** Pepsi will indemnify and hold the Customer harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of the Products; and/or (iii) the negligence or willful misconduct of Pepsi. The Customer will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the Customer.

(G) **Assignment.** In the event that a third party acquires Customer or all or a group of the Outlets, or if Customer is acquired or merges with a third party, Customer will, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of Customer hereunder. In the event that Customer does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party/merged entity within ten (10) days following the closing of the transaction, Pepsi may, at its option, terminate this Agreement effective immediately and Customer will pay to Pepsi all sums specified in paragraph 7(B) herein. The Agreement shall not be otherwise assignable without the express written consent of Pepsi.

(H) **Governing Law.** This Agreement shall be governed by the laws of the State of New York without regard to conflict of laws principles.

(I) **Price Discrepancy.** Any price discrepancy claim must be submitted to Pepsi within 365 days of the date of the invoice in question. If the Customer makes a price discrepancy claim within 90 days of the invoice date, the Customer must submit a written request specifying the particular Beverage Product, amount in dispute and reason for the dispute. This request should be addressed to:

Accounts Receivable
Pepsi-Cola Customer Service Center
P.O. Box 10
Winston-Salem, North Carolina 27102

If the Customer makes a price discrepancy claim from 91 to 365 days after the date of invoice, in addition to the written request as specified above, the Customer must submit to Pepsi a copy of the invoice in question, copies of any check remittances pursuant to the invoice in question and any additional supporting documentation.

(J) **Tax.** The Customer acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the Customer in connection with the consideration or any other fees payable by Pepsi under this Agreement. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment at the Outlets.

(K) **Force Majeure.** Pepsi will not be responsible for any delay or lack of delivery resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of Pepsi or that of the suppliers to Pepsi unless such contingency is specifically excluded in another part of this Agreement. Subject to the provisions below, this Agreement will be suspended as to both Beverage Product and delivery during any of the above force majeure contingencies. Any and all suspended deliveries will resume after such contingencies cease to exist, if possible, and this Agreement will resume in accordance with its terms, unless otherwise provided for herein.

(L) **Release, Discharge or Waiver.** No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

(M) **Relationship of the Parties.** The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties.

(N) **Effect of Headings.** The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.

(O) **Construction.** This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide authorization, agreement, approval or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion, and shall be in writing unless otherwise mutually agreed by the parties. If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.

(P) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(Q) **Further Assurances.** Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.

(R) **Notices.** Unless otherwise specified herein, all notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or by telecopier, with a confirmation copy sent by recognized overnight courier, next day delivery, addressed as follows:

If to Pepsi:

Pepsi Beverages Company
2422 E. U.S. Highway 30
Grand Island NE 68801
Attn: Director, FoodService

With a copy to (which shall not constitute notice):

Pepsi Beverages Company
One Pepsi Way
Somers, NY 10589
Attn: Legal Department

If to Customer:

(S) **Right of First Negotiation/Refusal.** As of the commencement of this Agreement until ninety (90) days prior to the expiration of the Term, the Customer hereby agrees to grant Pepsi exclusive

negotiation rights with respect to extending the current Agreement or entering into a new agreement for Beverage pouring rights at the Outlets upon expiration of the current Term. Thereafter, if the parties have not entered into a new agreement, the Customer shall be free to enter into discussions/negotiations with third parties except that Customer shall grant Pepsi the absolute right of first refusal to match any bona fide offers made by a third party with respect to Beverage pouring rights/sales at the Outlets. The Customer shall provide Pepsi with details of any such bona fide offers, and Pepsi shall have a fifteen (15) day window to decide whether it will match such offer and exercise its right of first refusal. The parties agree that beverage type/category and not brand names shall be considered for the purposes of determining a match. In the event that Pepsi declines to match such offer, or fails to respond within the fifteen (15) day period, then Customer shall be free to enter into an agreement with any third party based on terms and conditions equal or favorable to those presented to Pepsi in connection with the notice specified herein.

(T) Pepsi reserves the right to limit quantities, withhold or deduct funding as an offset to amounts not paid by Customer or terminate this Agreement if the Customer (i) sells Products directly or indirectly for resale outside of the Pepsi's exclusive territory where the Outlet operates, (ii) purchases Products outside Pepsi's exclusive territory where the Outlet operates and resells such Products within Pepsi's exclusive territory or (iii) does not comply with Pepsi's payment terms or makes an unauthorized deduction from amounts due.

(U) **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

(V) **Customer Representations.** Customer represents and warrants to Pepsi that the execution, delivery and performance of this Agreement by Customer will not violate any agreements with, or rights of, third parties. The Customer and undersigned represent that the undersigned is duly authorized and empowered to bind the Customer to the terms and conditions of this Agreement for the duration of the Term.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

Bottling Group, LLC

Customer

By: _____
 Print Name: _____
 Title: _____
 Date: _____

By: _____
 Print Name: _____
 Title: _____
 Date: _____

Exhibit A
Customer Outlets

Exhibit B
Products and Prices

Customer acknowledges and agrees (and shall require that any third parties or Food Service Providers purchasing Products through this Agreement agree) that Pepsi shall be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed) and that the pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products shall not be deemed as a price increase subject to any pricing cap or notification restrictions that may be specified in this Agreement.

Package	Units	2014 Pricing	Per Unit
BIB	5	\$64.90	\$12.98
20oz CSD	24	\$18.50	\$0.77
20oz Gatorade	24	\$19.00	\$0.79
20oz Aquafina Water	24	\$10.00	\$0.42
32oz Cups	480	\$54.00	\$0.11

Package	Units	Pricing	Unit/Price
Rockstar	24	\$36.00	\$1.50
AMP	12	\$20.88	\$1.74
Pure Leaf Tea	12	\$15.03	\$1.25
Lipton Tea	24	\$22.10	\$0.92
Ocean Spray	12	\$15.03	\$1.25
Starbucks Coffee	12	\$23.20	\$1.93
Sobe Life Water	12	\$16.24	\$1.35
Kickstart	12	\$12.33	\$1.03
12oz Cans	24	\$12.37	\$0.52

RESOLUTION 2014-36

WHEREAS, the City of Grand Island invited proposals for Soft Drink Services for Island Oasis Water Park and other public Swimming Facilities, according to Request for Proposals on file with the Parks and Recreation Department; and

WHEREAS, on January 30, 2014, proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, PepsiCo Food Service of Grand Island, Nebraska, submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code; and

WHEREAS, the term of the agreement shall be one (1) year beginning March 1, 2014 through February 28, 2015, with options to renew for two (2) additional two (2) year terms.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of PepsiCo Food Service of Grand Island, Nebraska, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
February 21, 2014	☒ City Attorney



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item I-1

#2014-37 - Consideration of Approving Change Order #1 - Air Quality Control System (AQCS) at Platte Generating Station, AMEC

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: February 25, 2014

Subject: Air Quality Control System at Platte Generating Station –
AMEC - Change Order #1

Item #'s: I-1

Presenter(s): Timothy Luchsinger, Utilities Director

Background

On December 21, 2011, EPA released the Mercury and Air Toxics Standards (MATS), requiring the maximum achievable control technology for mercury and other hazardous pollutants from electric generating units, with a compliance date of March 2015, although an additional one year for compliance may be granted by individual states. The City of Grand Island hired Kiewit Engineering to study the best options available to meet the MATS requirements. Kiewit developed a specification for an Engineering Procurement Contract (EPC) for the preferred solution and it was publicly bid.

On January 8, 2013, Council approved and the City of Grand Island entered in to an Engineering Procurement Contract with AMEC of Tucker, Georgia, to install a scrubber, baghouse, and mercury removal system at the Platte Generating Station for \$41,189,331.00.

Discussion

During the initial engineering process to write the specification for the Air Quality Control System (AQCS), Kiewit Engineering completed a high level study of the existing electrical switchgear to determine if it would be adequate for the new loads. At that time, the exact electrical loads for the AQCS were not known, but it was determined that at least the breakers for the main switchgear would need to be replaced with higher short-circuit rated breakers. After the award of contract, AMEC performed the detailed engineering design of the new AQCS, including the new equipment and electrical ratings, and conducted a detailed study of the 5kv switch gear. The study determined that with the present day loads, the current switchgear is marginal and would be underrated for the new AQCS loads.

Several options were investigated to find higher rated breakers to fit into the existing cabinets. Since the existing manufacturer, Federal Pacific, is no longer in business, no suitable replacement breaker is available. The next option considered was to replace all of the switchgear cabinets and breakers. The width of the existing switchgear is only 26 inches, however, today's standard is 36 inches, so the number of available manufacturers was reduced to two. The original contract only included the replacement of the breakers into the existing cabinets. The cost to replace the switchgear cabinets and breakers is \$1,901,117.00, with a credit of \$1,004,607.00 for the original replacement of the breakers for a net change of \$896,510.00. The basis for the change, the proposed change, and the cost change have been reviewed by both Kiewit and Department management staff, and is contractually justified and reasonable.

The total for this Change Order is \$896,510.00 and increases the contract by 2.13% to \$42,085,841.00.

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 authorizing Change Order #1 to the Air Quality Control System at Platte Generating Station for Switchgear Upgrade, for an addition to the contract price of \$896,510.00.

Sample Motion

Move to approve Change Order #1 with AMEC in the amount of \$896,510.00 for the Air Quality Control System at Platte Generating Station.

Change Order #1

TO: AMEC Kamtech, Inc.
 1979 Lakeside Parkway, Suite 400
 Tucker, GA 30084
 770-688-2500

PROJECT: AQCS-Equipment Purchase and Construction

You are hereby directed to make the following change in your contract:

- 1 Additional payment per the attached spreadsheet.

ADD: \$896,510.00

The original Contract Sum	<u>\$41,189,331.00</u>
Previous Change Order Amounts	<u>\$ -</u>
The Contract Sum is increased by this Change Order	<u>\$ 896,510.00</u>
The Contract Sum is decreased by this Change Order	<u>\$</u>
The total modified Contract Sum to date	<u>\$42,085,841.00</u>

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein.

APPROVED: **CITY OF GRAND ISLAND**

By: _____ Date _____

Attest: _____

 Approved as to Form, City Attorney

ACCEPTED: **AMEC Kamtech, Inc.**

By: _____ Date _____

AQCS-Equipment Purchase and Construction

Comments: Replace switchgear cabinets and breakers to meet today's standards.

Contract:

\$41,189,331.00

<u>Change Order Request</u>	<u>Description</u>	<u>Amount</u>
001	Replace all switchgear cabinets and breakers	\$1,901,117.00
002	Credit for replacement of breakers into existing cabinets	(\$1,004,607.00)
003		
004		
005		
006		
007		
008		
009		
010		
011		
012		
013		
014		
015		
	TOTAL CHANGE ORDER	\$896,510.00

RESOLUTION 2014-37

WHEREAS, AMEC of Tucker, Georgia, was awarded the contract for Air Quality Control System (AQCS) at Platte Generating Station, at the January 8, 2013 City Council meeting; and

WHEREAS, a comprehensive study performed by AMEC determined that with present day loads, the current switchgear is marginal and would be underrated for the new AQCS loads; and

WHEREAS, the original contract only included the replacement of the breakers into the existing cabinets; and

WHEREAS, the cost to replace the switchgear cabinets and breakers is \$1,901,117.00, with a credit of \$1,004,607.00 for the original replacement of the breakers; and

WHEREAS, Change Order #1 was prepared for a contract adjustment of an additional amount of \$896,510.00, resulting in a final contract amount of \$42,085,841.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 with AMEC of Tucker, Georgia, resulting in an additional cost of \$896,510.00, for a final contract price of \$42,085,841.00, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 21, 2014	☐ City Attorney



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item I-2

**#2014-38 - Consideration of Approving Coal Supply for Platte
Generating Station - 87,000 Tons for 2014 and 335,000 Tons for
2015**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: February 25, 2014

Subject: 2014 - 2015 Coal Purchase

Item #'s: I-2

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

Background

On June 12, 2012, City of Grand Island entered into an Agreement with Western Fuels Association for soliciting the purchase of coal for the Platte Generating Station. This agreement provides for Western Fuels to obtain pricing of coal for the Platte Generating Station as part of their larger coal solicitations for their members. Western Fuels recently went out for bids that included the purchase of 87,000 tons of coal that is needed for the remainder of 2014, and 335,000 tons for 2015 for PGS.

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

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

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

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

Discussion

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

that the 2014-15 Coal Supply Contract of 87,000 tons for 2014 and 335,000 tons for year 2015 be awarded to the low compliant bidder, Cloud Peak Energy's Cordero Rojo Mine.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Coal Supply Contract for 87,000 tons for 2014 and 335,000 tons for 2015 with Cloud Peak Energy's Cordero Rojo Mine.

Sample Motion

Move to approve the Coal Supply Contract for 87,000 tons for 2014 and 335,000 tons for year 2015 with Cloud Peak Energy's Cordero Rojo Mine.

RESOLUTION 2014-38

WHEREAS, the City Electric Department through Western Fuels Association, invited bids for 87,000 tons of coal for the remainder of 2014, and the year 2015 Coal Supply for the Utilities Department, according to the contract specifications; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Cloud Peak Energy, for 87,000 tons for the 2014 Coal Supply, and for 335,000 tons for the 2015 Coal Supply to Platte Generating Station from the Cordero Rojo Mine, is approved as the lowest responsive bid submitted.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 21, 2014	☐ City Attorney



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item I-3

#2014-39 - Consideration of Approving Applications for Civic and Community Center Financing Fund Grant

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Cindi McDowell, Community Development Administrator

Meeting: February 25, 2014

Subject: Civic and Community Center Financing Fund Grant Applications

Item #'s: I-3

Presenter(s): Jaye Monter, Finance Director
Todd McCoy, Parks and Recreation Director
Cindi McDowell, Community Development Administrator

Background

The City Of Grand Island through the League of Nebraska Municipalities was advised of the opportunity to submit a pre-application to the State of Nebraska Department of Economic Development (NEDED) for a possible grant up to \$1,125,000 from the Civic and Community Center Financing Fund.

Discussion

The City of Grand Island's Community Development Division within the Finance Department is proposing to submit two pre-applications before the deadline of February 28, 2014. The NEDED will determine which projects they believe are most qualified based upon applications from all other communities and will invite the municipalities that meet the highest scoring criteria to submit a full application of the project no later than April 11, 2014. Award notification is scheduled for April 30, 2014.

Funding from the Civic and Community Center Financing Fund requires a dollar for dollar match and at a minimum; at least one-half of the total matching funds for the project must be in cash. 'Ready to go' projects and projects with a higher level of local matching funds shall be preferred over those with a lower level of matching funds. A combination of both public and private funding would qualify as the cash match requirement of the grant. Matching dollars will be defined for consideration in the 2014-2015 City Of Grand Island budget.

Proposed Grant Application No. 1 - Veterans Athletic Field Complex Expansion

The Veterans Athletic Complex was built as a result of the Nebraska State Fair relocation at Fonner Park. Currently, the Veterans Complex consists of twelve acres of soccer and four large softball/baseball fields. The fields are used mainly by adult leagues during the summer and fall months. Area youth baseball and softball organizations rent the fields for tournaments and games on weekends and week nights as available. The soccer fields are utilized by the Grand Island Soccer and Heartland Soccer clubs.

The Veterans Complex was originally designed with the intention of adding two future phases of development. A construction budget of \$1.8 million is estimated to complete the second phase of construction with updates to the existing facility. Developments include adding four youth baseball/softball fields, six acres of soccer, two bathroom/concession buildings, additional parking, shade areas, fencing, landscaping, and update the current concession building which was moved from the former Fonner site.

Expanding the Veterans Athletic Field Complex will alleviate scheduling conflicts with local leagues and provide facilities to keep pace with the growing demand of area competitive sports teams and our growing community. With the improvements, the complex will be a desirable location for state and regional tournaments. It is estimated that the annual expense to operate the additional fields will be approximately \$70,000 for staffing, fuel, fertilizer, electricity, weed control, equipment, etc.

Proposed Grant Application No. 2 – Island Oasis Expansion and Update

Island Oasis Water Park opened to the public in the summer of 1993. Grand Island was one of the first few municipalities in Nebraska to build a water park style swimming pool. Peak attendance during the summer of 2002 climbed to over 120,000 swimmers. Expansion projects were completed in 1995 (two enclosed slides), 1997 (lazy river), and 2002 (speed slides). The attendance in recent years averages 40,000 – 70,000 swimmers annually.

It was recommended that a dedicated children's play pool be added to Island Oasis in the 2004 Aquatic Master Plan. The recommendation was made by The Brannon Corporation, an aquatic consulting firm the City hired from Texas to assess swimming facility needs. In the study, The Brannon Corporation stated, "In order to keep its position at the top of the market place, Island Oasis must add new features, remove outdated features, and expand." In 2007 the City hired Water Technology and Olsson and Associates to design a children's area project. Funding has not been available to complete the project.

A budget of \$1.5 million is estimated to complete a dedicated children's wet play area at Island Oasis. Additionally, \$500,000 is recommended for updates which include remodeling the bath house, admission area, paint the pool, replacing exterior wood, PA system, and complete slide and wave machine updates.

Eligible project applications will be reviewed and scored up to ten points under each of the following criteria.

- **Project location. (yes/no)**
A project shall be located in the municipality that applies for the grant.
- **Retention Impact. (1-10)**
Funding decisions by the Department shall be based on the likelihood of the project retaining existing residents in the community where the project is located, developing, sustaining, and fostering community connections, and enhancing the potential for economic growth in a manner that will sustain the quality of life and promote long-term economic development.
- **New Resident Impact. (1-10)**
Funding decisions by the Department shall be based on the likelihood of the project attracting new residents to the community where the project is located.
- **Visitor Impact. (1-10)**
Funding decisions by the Department shall be based on the likelihood of the project enhancing or creating an attraction that would increase the potential of visitors to the community where the project is located from inside and outside the state.
- **Financial support. (1-10)**
Assistance from the fund must be matched at least equally from local sources. At least fifty percent of the local match must be in cash. Projects with a higher level of local matching funds shall be preferred over those with a lower level of matching funds. Neither the local match nor the items listed for grant assistance should include amounts already expended prior to the date of application for grant assistance.
- **Readiness. (1-10)**
The applicant's fiscal and economic capacity to finance the local share and ability to proceed and implement its plan and operate the civic or community center.
- **Project Planning. (1-10)**
Projects with completed technical assistance and feasibility studies shall be preferred to those with no prior planning

In visioning for the growth of our community, we believe these two projects have the highest potential of scoring capability related to project readiness, visitor impact, new resident impact and financial commitment of matching funds from City Council.

Alternatives

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

1. Approve the two applications for the Civic and Community Center Financing Fund Grant.
2. Take no action on the issue.

Recommendation

City Administration recommends that Council approves the two applications for the Civic and Community Center Financing Fund Grant and authorize the Mayor to sign all related documents.

Sample Motion

Move to approve the two applications for the Civic and Community Center Financing Fund Grant and authorize the Mayor to sign all related documents.

CIVIC AND COMMUNITY CENTER FINANCING FUND 2014 Application Guidelines

The purpose of the Civic and Community Center Financing Act is to support the development of civic, community, and recreation centers throughout Nebraska and to support projects that foster maintenance or growth of communities. The means of support are grants of assistance to municipalities from the Civic and Community Center Financing Fund administered by the Department of Economic Development

Eligible projects: The fund may be used for the construction of new civic and recreation centers or the renovation or expansion of existing civic, community, and recreation centers, which may include the conversion, rehabilitation, or reuse of historic buildings. The fund may also be used for preliminary planning related to the development or rehabilitation of eligible projects. The definitions of eligible projects are:

- Civic Center—a facility that is primarily used to host conventions, meetings, and cultural events and/or a library
- Community Center—the traditional center of a community, typically comprised of a cohesive core of residential, civic, religious, and commercial buildings, arranged around a main street and intersecting streets
- Recreation Center – a facility used for athletics, fitness, sport activities, or recreation
- Planning – engineering and technical studies directly related to eligible projects

Eligible applicants: Most Nebraska municipalities are eligible and may apply for a grant in competition with other municipalities. Not eligible is the City of Omaha, the City of Lincoln, the City of Ralston, or other municipality that has received funding under the Convention Center Facility Financing Assistance Act or the Sports Arena Facility Financial Assistance Act. A municipality will own and operate the center, directly or under contract, for which a grant is sought.

Grant amounts: Assistance from the fund shall not amount to more than fifty percent of the cost of construction, renovation, or expansion. The minimum amount for a non-planning grant request is \$10,000. The maximum amount is determined by the total revenues in the Fund and the population size of a municipality applying for a grant, as follows:

Until the balance of the Fund reaches \$2,500,000,

- 1) For a city of the primary class (population of 100,001 to 299,999), \$1,500,000;
- 2) For a municipality with a population of 40,000 but less than 100,000, \$750,000;
- 3) For a municipality with a population of 20,000 but less than 40,000, \$500,000;
- 4) For a municipality with a population of 10,000 but less than 20,000, \$400,000;
- 5) For a municipality with a population of less than 10,000, \$250,000.

After the balance of the Fund reaches \$2,500,000 and until it falls below \$1,000,000,

- 1) For a city of the primary class (population of 100,001 to 299,999), \$2,500,000
- 2) For a municipality with a population of 40,000 but less than 100,000, \$1,125,000;
- 3) For a municipality with a population of 20,000 but less than 40,000, \$750,000;
- 4) For a municipality with a population of 10,000 but less than 20,000, \$600,000;
- 5) For a municipality with a population of less than 10,000, \$375,000.

The maximum amount of a planning grant is \$10,000. The Department will allocate no more than 10% of annual grant funds awarded for planning projects.

Revised December 2013

Application Timing and Process: A municipality seeking funding will complete and return a Preliminary Application Form by February 28, 2014. Projects deemed eligible and competitive for funding will be sent Full Application Forms no later than March 14, 2014. Full Application Forms are to be completed and returned to the Department no later than April 11, 2014. Only projects that have been invited to complete Full Applications will be accepted. The Department will evaluate final application forms soon after they are received. Announcement of grants awarded will occur no later than April 30, 2014.

All applications and supporting materials must be received in the Department by 5:00pm on the respective due date. Both hard copy and .pdf email attachments are acceptable forms of submission.

The Department reserves the right to hold a second application cycle beginning in August, 2014. The announcement of this cycle will be made no later than July 14, 2014.

Review Criteria: Full applications will be reviewed and scored by a committee consisting of Department of Economic Development staff as well as invited members of other vested State agencies. The review committee will make a recommendation based off of top scoring applications to the Director of the Department of Economic Development, or their designee, for final approval.

Eligible project applications will be reviewed based upon review criteria established in statute (Nebraska Revised Statute 13-2707). Up to ten (10) points will be available for each of the following review criteria. Top scoring applications will be recommended to the Director for approval. The Department reserves the right to establish the maximum amount of funds to be awarded in any given year.

- **Project location. (yes/no)**
A project shall be located in the municipality that applies for the grant.
- **Retention Impact. (1-10)**
Funding decisions by the Department shall be based on the likelihood of the project retaining existing residents in the community where the project is located, developing, sustaining, and fostering community connections, and enhancing the potential for economic growth in a manner that will sustain the quality of life and promote long-term economic development;
- **New Resident Impact. (1-10)**
Funding decisions by the Department shall be based on the likelihood of the project attracting new residents to the community where the project is located.
- **Visitor Impact. (1-10)**
Funding decisions by the Department shall be based on the likelihood of the project enhancing or creating an attraction that would increase the potential of visitors to the community where the project is located from inside and outside the state.
- **Financial support. (1-10)**
Assistance from the fund must be matched at least equally from local sources. At least fifty percent of the local match must be in cash. Projects with a higher level of local matching funds shall be preferred over those with a lower level of matching funds. Neither the local match nor the items listed for grant assistance should include amounts already expended prior to the date of application for grant assistance.
- **Readiness. (1-10)**
The applicant's fiscal and economic capacity to finance the local share and ability to proceed and implement its plan and operate the civic or community center.
- **Project Planning. (1-10)**
Projects with completed technical assistance and feasibility studies shall be preferred to those with no prior planning.

Revised December 2013

**CIVIC AND COMMUNITY CENTER FINANCING FUND
GRANT ASSISTANCE - 2014**

PRELIMINARY APPLICATION FORM

NAME OF MUNICIPALITY APPLYING FOR GRANT: _____

EXISTING OR PRELIMINARY NAME OF CIVIC CENTER OR COMMUNITY CENTER FOR WHICH GRANT ASSISTANCE IS BEING REQUESTED:

AMOUNT OF GRANT REQUEST (See grant amount limitations in announcement): \$ _____

ATTACHMENT ENCLOSED: BRIEF DESCRIPTION OF THE CENTER (This summary should be at least one paragraph, but no more than one page. Please be clear and concise.)

PERSON PREPARING PRELIMINARY APPLICATION:

NAME: _____

ADDRESS: _____

PHONE: _____ **E-MAIL:** _____

CHIEF ELECTED OFFICER OF MUNICIPALITY APPLYING FOR GRANT:

NAME: _____

TITLE: _____

The Facility in question is, or will be, owned and operated by the municipality

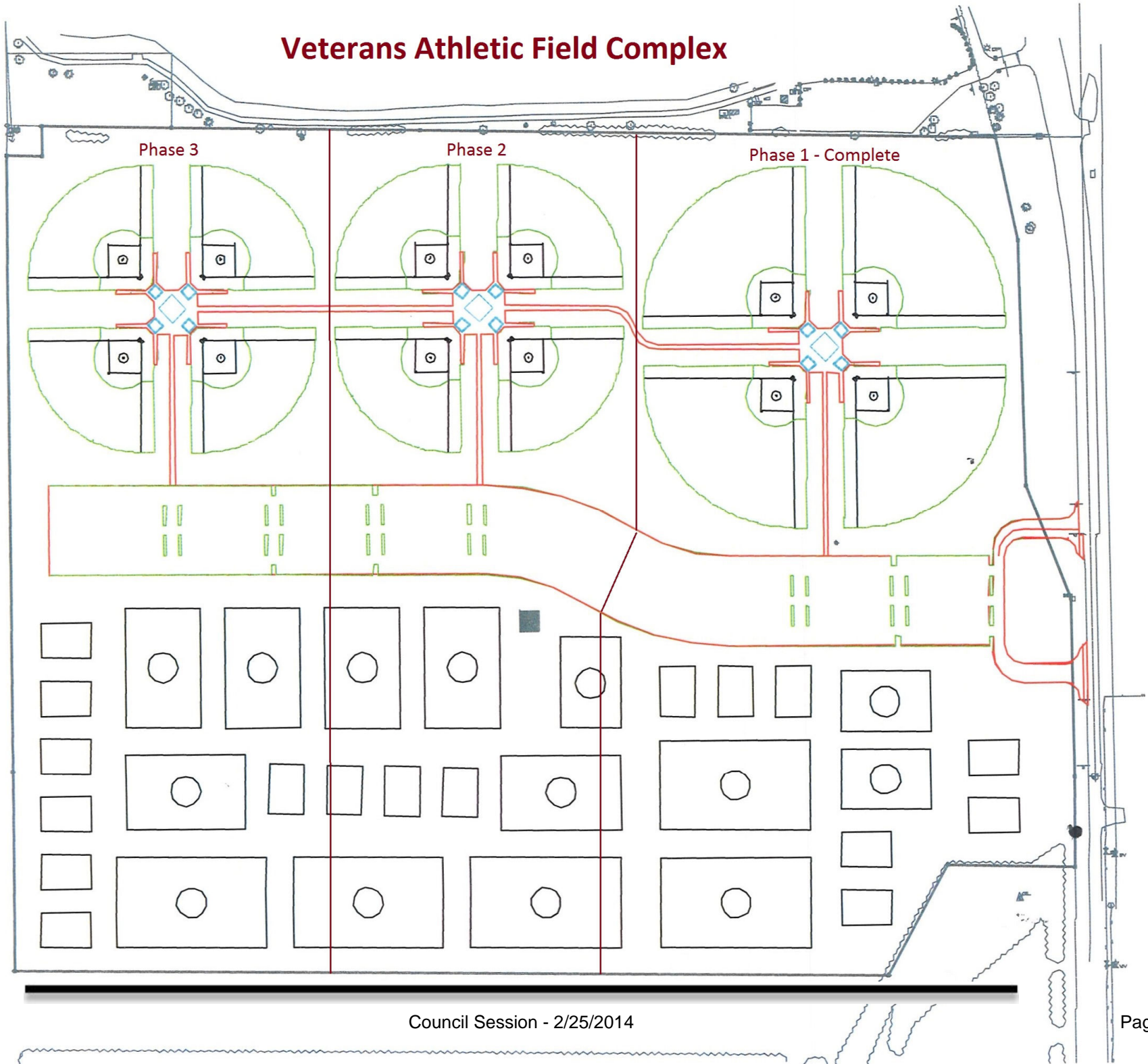
SIGNATURE: _____ **DATE:** _____

RETURN COMPLETED PRELIMINARY APPLICATION FORM AND BRIEF DESCRIPTION OF CENTER TO:

Kevin Andersen
Nebraska Department of Economic Development
P.O. 94666
Lincoln, NE 68509-4666
(402) 471-3775
kevin.s.andersen@nebraska.gov

Revised December 2013

Veterans Athletic Field Complex



Dedicated Children's Wet Play Area



RESOLUTION 2014-39

WHEREAS, the City of Grand Island, Nebraska, will seek the opportunity to apply for a \$1,125,000 grant request from the Civic and Community Center Financing Fund from the State of Nebraska's Department of Economic Development Department; and

WHEREAS, the City of Grand Island will submit two applications established from the vision of city projects meeting the highest potential of scoring criteria based upon project readiness, visitor impact, new residence impact and financial commitment from City Council; and

WHEREAS the City will submit applications for the Veterans Athletic Field Complex Expansion and the Island Oasis Water Park Expansion and Facility Update.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to apply for grant funding; and

The Mayor is hereby authorized and directed to execute documentation on behalf of the City of Grand Island for such process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
February 21, 2014	▣ City Attorney



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item J-1

Approving Payment of Claims for the Period of February 12, 2014 through February 25, 2014

The Claims for the period of February 12, 2014 through February 25, 2014 for a total amount of \$6,587,476.98. A MOTION is in order.

Staff Contact: Jaye Monter, Finance Director



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item X-1

Strategy Session with Respect to Pending Litigation

The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
 - a. collective bargaining,*
 - b. real estate purchases,*
 - c. pending litigation, or*
 - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Robert Sivick



City of Grand Island

Tuesday, February 25, 2014

Council Session

Item X-2

Strategy Session with Respect to Labor Negotiations with IBEW Local 1597 and Utilities, Wastewater, Finance, and Service Clerical

The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
 - a. collective bargaining,*
 - b. real estate purchases,*
 - c. pending litigation, or*
 - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Robert Sivick