



# City of Grand Island

Tuesday, May 27, 2014

Council Session

## Item I-1

**#2014-132 - Consideration of Approving Professional Services for Library Bioinfiltration Garden Greener Nebraska Towns Grant**

Staff Contact: Jaye Monter, Finance Director

# Council Agenda Memo

**From:** Community Development Division

**Meeting:** May 27, 2014

**Subject:** Approving Professional Services Grand Island Public Library Bioinfiltration Garden Greener Nebraska Towns Grant

**Item #'s:** I-1

**Presenter(s):** Steve Fosselman, Library Director  
Jaye Monter, Finance Director

## Background

In March of 2011, the City of Grand Island was one of eight Nebraska communities that received a \$55,000 Greener Nebraska Towns Program grant. This grant consists of \$25,000 for a Water Wise project and \$30,000 for Tree Plantings. This grant has assisted in Grand Island's vision to create short and long-range greenscape goals and a green community education plan. The dollar for dollar required match required for this grant will consist of in kind services from staff and approved use of funds from the Library Board's Edith Abbott Memorial Library Projects account in the special revenue 295 fund, and from the Stormwater Grant account in the Special Revenue 251 Fund.

Due to relinquished grant funds from one or more of the other seven Nebraska communities, Greener Nebraska Towns notified the City in March of this year the portion of the grant amount associated with the Water Wise project for the City Of Grand Island would increase from \$25,000 to \$48,000.

City staff identified the Grand Island Public Library as an ideal site to design and construct a bioinfiltration garden for the water wise portion of the grant as a continuation of the library's Building Program Document guiding the 2007 building expansion and renovation regarding sustainability.

The 2007 library building expansion resulted in the closing of Washington Street between 2nd and 3rd streets specifically related to safety between the library and the designated parking lot. The construction of the educational green community biofiltration garden will subsequently remove eight parking spaces, leaving the number of parking spaces still significantly higher than required for in City Code.

In January of 2013, Council approved resolution 2013-18, authorizing Kinghorn Gardens, a landscape and design firm out of Omaha, Nebraska, as contractor for design services for the bioinfiltration project.

### **Discussion**

With the design services complete, the City through the bid process received one bid from Vlcek Gardens for \$42,885.19. Vlcek Gardens is a reputable firm with staff experienced with landscape projects similar to the proposed bioinfiltration garden at the Grand Island Public Library.

The project has been scheduled to commence after the conclusion of the library's Summer Reading Program to avoid any construction conflicts with patrons. During the Summer Reading Program, children and parents will learn about this waterwise project and will be invited to the community planting day in September.

The City Staff recommends the contract be awarded to Vlcek Gardens for the amount of \$42,885.19 for construction of the City Of Grand Island's first Bioinfiltration Garden at the Grand Island Public Library.

### **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 contract for construction services of the Grand Island Public Library Biofiltration to Vlcek Gardens for \$42,885.19.

### **Sample Motion**

Move to approve contract to Vlcek Gardens for \$42,885.19 for construction services of the Grand Island Public Library Biofiltration Garden.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** March 25, 2014 at 2:15 p.m.  
**FOR:** Public Library Stormwater Garden Project  
**DEPARTMENT:** Community Development Division  
**ESTIMATE:** \$30,000.00  
**FUND/ACCOUNT:** 25111601-25108  
**PUBLICATION DATE:** March 10, 2014  
**NO. POTENTIAL BIDDERS:** 1

**SUMMARY**

**Bidder:** Vlcek Gardens, Inc.  
Chapman, NE  
**Bid Security:** Cashier's Check  
**Exceptions:** Noted  
**Bid Price:** \$54,399.02  
**Alternate:** \$56,159.02

cc: Cindi McDowell, Community Development Admin.  
Mary Lou Brown, City Administrator

Jaye Monter, Finance Director  
Stacy Nonhof, Purchasing Agent

**P1723**

PARKING AREA CONTRIBUTING WATERSHED:

SURFACE AREA: 14,912 S.F.

RAINFALL VOLUMES: 1/2" RAIN = 597 C.F.  
1" RAIN = 1193 C.F.\*

\* TARGET BASIN VOLUME CAPTURE.



## BIOINFILTRATION BASIN CONCEPTUAL DESIGN PLAN

1" = 10'-0"  
31 JANUARY 2013



Kinghorn & Gardens  
PH: 414.457.7471 • www.kinghornandgardens.com

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 27<sup>th</sup> day of May, 2014, by and between Vlcek Gardens, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of **Public Library Stormwater Garden Project**; and

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

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

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

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of forty two thousand eight hundred, eighty five dollars and nineteen cents **(\$42,885.19)**

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

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless

*Public Library Stormwater Garden Project*

of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Public Library Stormwater Garden Project**.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bond is approved. Work shall be completed no later than **September 20th, 2014**.

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

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

ARTICLE VII. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE VIII. Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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

ARTICLE X. The City reserves the right to terminate this contract at any time upon sixty 60 days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

ARTICLE XI. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

*Public Library Stormwater Garden Project  
Contract Agreement 3/4*

ARTICLE XII. LB 403: Every public consultant and his, her or its subconsultants who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

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

Title \_\_\_\_\_

CITY OF GRAND ISLAND, NEBRASKA,

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

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

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

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

*Public Library Stormwater Garden Project  
Contract Agreement 4/4*



## **APPENDIX A – TITLE VI NON-DISCRIMINATION -**

During the performance of this agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractors or supplier shall be notified by the contractor of the contractor obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a.) withholding of payments to the contractor under the agreement until the contractor complies, and/or
  - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subagreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor t may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2014-132

WHEREAS, the City of Grand Island, Nebraska, in March 2011 received a \$55,000 grant from the Greener Nebraska Towns Grant Program through the Nebraska Statewide Arboretum Division consisting of \$25,000 for a Water Wise project and \$30,000 for Tree Planting; and

WHEREAS, the City Of Grand Island was notified in March of 2014 that additional grant funds would be added to the Water Wise portion of the grant making a total of \$48,000 for the Water Wise project portion; and

WHEREAS, the City, in January of 2013 approved resolution 2013-18 authorizing Kinghorn Gardens, a landscape and design firm from Omaha, NE as contractor for the design services for the bioinfiltration project at the Grand Island Public Library; and

WHEREAS, Vlcek Gardens submitted a contract for landscape and bioinfiltration garden construction in the amount of \$42,885.19 for the Grand Island Public Library Bioinfiltration Garden; and

WHEREAS, the proposed agreement has been reviewed and approved by the City Attorney's office.

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 award a contract to Vlcek Gardens in the amount of \$42,885.19 for construction services and the Mayor is hereby authorized and directed to execute such documents on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
May 23, 2014	☐ City Attorney