# **City of Grand Island**



# Tuesday, February 28, 2006 Council Session Packet

**City Council:** 

**Carole Cornelius** 

**Peg Gilbert** 

**Joyce Haase** 

**Margaret Hornady** 

**Robert Meyer** 

**Mitchell Nickerson** 

**Don Pauly** 

**Jackie Pielstick** 

**Scott Walker** 

**Fred Whitesides** 

Mayor:

Jay Vavricek

**City Administrator:** 

**Gary Greer** 

**City Clerk:** 

RaNae Edwards

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

Call to Order

Invocation - Pastor Hayes, Grace Baptist Church, 1115 South Vine 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.

### MAYOR COMMUNICATION

This is an opportunity for the Mayor to comment on current events, activities, and issues of interest to the community.



# **City of Grand Island**

# Tuesday, February 28, 2006 Council Session

# Item C1

# Proclamation "Juror Appreciation Week" February 27, through March 3, 2006

By serving on a jury, citizens have the privilege of providing direct input into the administration of justice. Jury service is an important civic responsibility and is one of the highest duties an individual can perform in a democracy. The Mayor has proclaimed the last week of February 2006 as "Juror Appreciation Week". District Judge James Livingston, County Court Judge Philip Martin and Supreme Court Certified Court Interpreter Constanza Meier will be present to receive the proclamation.

**Staff Contact: RaNae Edwards** 





# THE OFFICE OF THE MAYOR

City of Grand Island State of Nebraska

# **PROCLAMATION**

WHEREAS, juries are essential to a fair, reliable, and citizen-based system of

justice, in which the people, and not government officials,

resolve disputes; and

WHEREAS, juries represent the common sense of ordinary people and thus

keep the administration of law in accord with the wishes and

feelings of the community; and

WHEREAS, the decisions that jurors make affects millions of lives every day

and have a profound impact on our economy and our society,

and

WHEREAS, by entrusting jurors from the community to decide legal cases-

some of them involving millions of dollars or life-and-death issues-we reinforce our belief that everyday people can make correct decisions, that we are an open, democratic government;

and

WHEREAS, few activities in our civic life provide such a direct contact with

our democracy as does jury service; and

WHEREAS, along with voting, jury service is one of the main ways we take

part in the public life or our nation-when we vote, we are one of millions, but when we serve on a jury, we are on of twelve; and

WHEREAS, the jury system gives equal weight to diverse voices-the system

works because everyone on the jury has an equal voice regardless of who they are, what they earn, or where they are

from: and

WHEREAS, the success of our jury system depends on the participation of all

citizens who are called to serve; and

WHEREAS, every day, throughout our country, citizens devote their time and

energies to deciding disputes that significantly affect the lives,

liberties, and property of others.









NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim, the last week of February 2006 as

### "JUROR APPRECITATION WEEK"

in the City of Grand Island. This week, let us recognize those who are called upon to take time from their daily lives to fulfill the highest responsibility of citizenship and make our system of justice a reality through their jury service. In addition, I urge the citizens, schools, businesses, and media of our nation to use this occasion to dedicate ourselves to preserve and strengthen the jury system.

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-eighth day of February in the year of our Lord Two Thousand and Six.

	Jay Vavricek, Mayor		
Attest:			
	RaNae Edwards, City Clerk		







# **City of Grand Island**

# Tuesday, February 28, 2006 Council Session

# Item E1

**Public Hearing Concerning Acquisition of Utility Easement - 1215 East Hwy. 30 - TLK Storage, LLC** 

Staff Contact: Gary R. Mader

# **Council Agenda Memo**

From: Robert H. Smith, Asst. Utilities Director

Meeting: February 28, 2006

**Subject:** Acquisition of Utility Easement – 1215 E. Highway 30

TLK Storage, LLC

**Item #'s:** E-1 & G-7

**Presenter(s):** Gary R. Mader, 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 TLK Storage, LLD, located on the south side of Omaha Paper Stock Company at 1215 East Highway 30 (East Hwy 30 and Talc Drive), in the City Of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair water appurtenances, pipes, valves, and fire hydrants.

# **Discussion**

The new Public Safety Center and jail are being designed and will be located west of the old Luzenac building. To provide adequate water flows for fire safety, the water line constructed will start at Highway 30, continue south along the common drive and tie back to the existing main along Talc Drive. This easement will be used to cross the private property between Talc Drive and the railroad tracks east of the Safety Center. Water pipes, valves, and a fire hydrant will be located within this easement or immediately adjacent.

# **Alternatives**

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

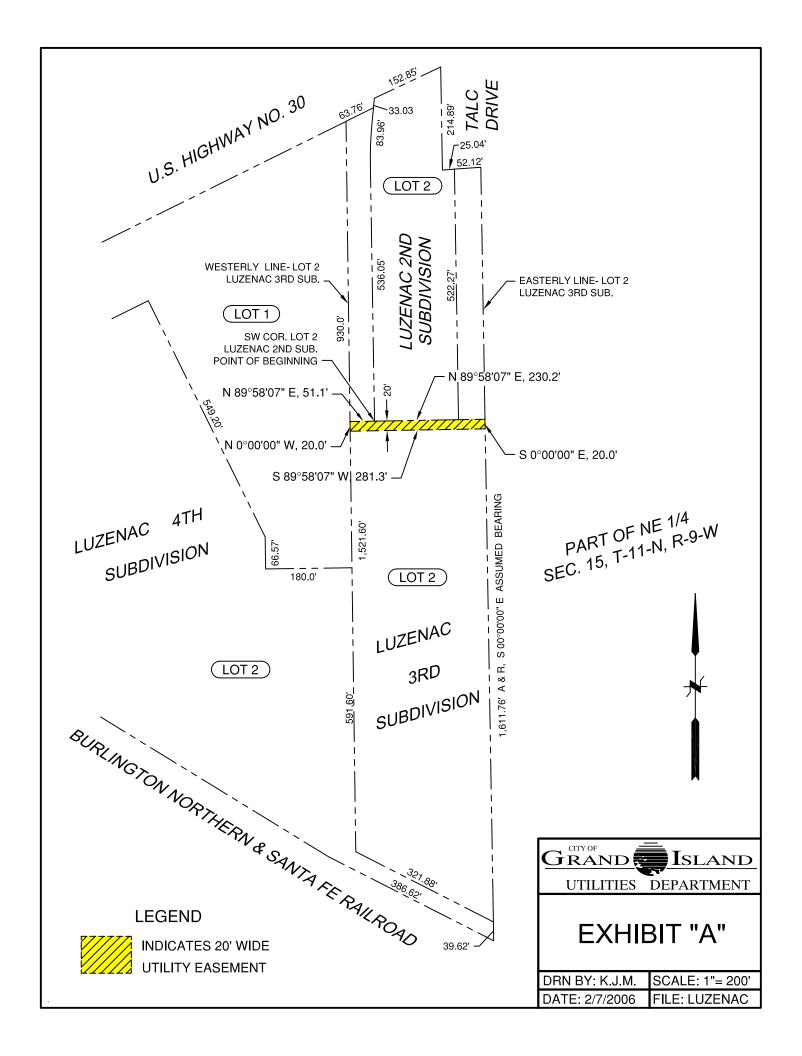
- 1. Make a motion to approve the utility easement
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

# Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

# **Sample Motion**

Motion to approve acquisition of the Utility Easement.





# **City of Grand Island**

Tuesday, February 28, 2006 Council Session

# Item F1

#9032 - Consideration of Annexation of Property Proposed for Platting as Ewoldt Addition Located South of Husker Highway and West of U.S. Highway 281 (Second Reading)

**Staff Contact: Chad Nabity** 

# **Council Agenda Memo**

From: Regional Planning Commission

Meeting: March 7, 2006

**Subject:** Annexation - (Second Reading)

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

**Presenter(s):** Chad Nabity AICP, Regional Planning Director

# **Background**

Annexation of land proposed for platting as Ewoldt Subdivision an addition to the City of Grand Island, located in the NE ¼ 36-11-10 into the Grand Island City Limits.

## **Discussion**

This property is contiguous with the Grand Island City Limits. The owners have requested this annexation by proposing to plat this property as an addition to the City.

This property is substantially within the Grand Island Utilities Electrical Service District. Sewer and water are available to this property. This property is within the Cedar Hollow/Northwest School Districts. This annexation will not impact the two-mile extraterritorial jurisdiction of Grand Island.

## **Alternatives**

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

- 1. Approve the annexation as presented
- 2. Modify the annexation to meet the wishes of the Council
- 3. Table the issue

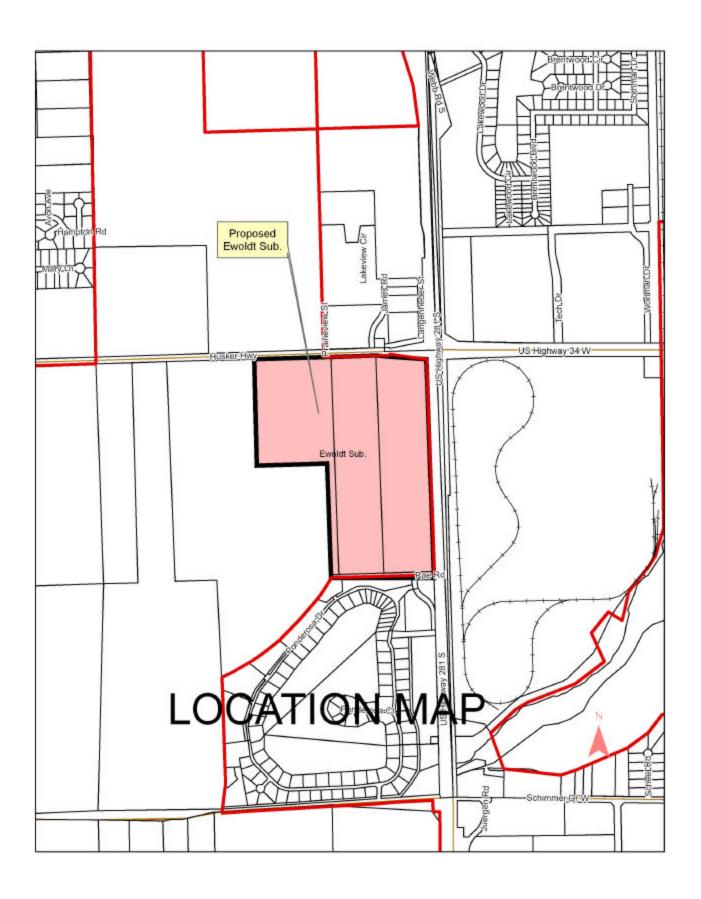
## Recommendation

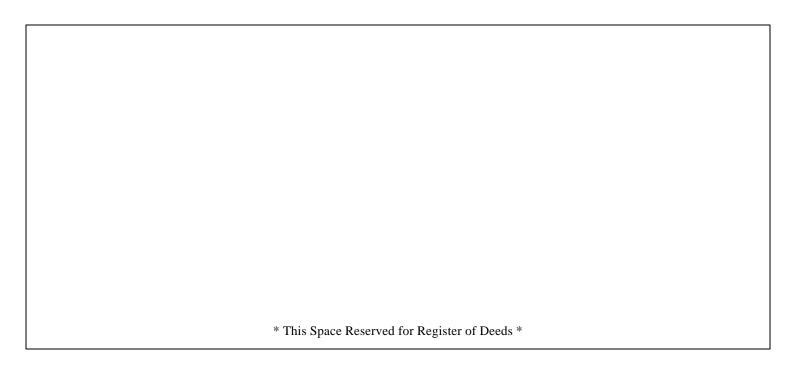
A motion was made by Amick 2<sup>nd</sup> by Miller to approve and recommend that the City of Grand Island **approve** this annexation and as presented.

A roll call vote was taken and the motion passed with 9 members present (Amick, Reynolds, O'Neill, Brown, Niemann, Miller, Eriksen, Ruge, Hayes) voting in favor.

## **Sample Motion**

Approve the annexation as Submitted





### ORDINANCE NO. 9032

An ordinance to annex Ewoldt Subdivision into the City of Grand Island; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

WHEREAS, Husker Retail Development, L.L.C., a limited liability company, as owner, has caused to be laid out into lots, a tract of land comprising a part of the Northeast Quarter (NE1/4) of Section 36, Township 11 North, Range 10 West of the 6<sup>th</sup> P.M. in Hall County, Nebraska, under the name of EWOLDT SUBDIVISION, which is proposed to be an addition to the City of Grand Island; and

WHEREAS, after public hearing on February 1, 2006, the Regional Planning Commission recommended the approval of annexing such addition into the City of Grand Island; and

WHEREAS, after public hearing on February 14, 2006, the City Council found and determined that such annexation be approved; and

ORDINANCE NO. 9032 (Cont.)

WHEREAS, such ordinance was approved by the City Council on first reading on

February 14, 2006.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF

GRAND ISLAND, NEBRASKA:

SECTION 1. That Ewoldt Subdivision is hereby annexed into the City of Grand

Island, and shall be entitled to all the rights and privileges, and shall be subject to all the laws,

ordinances, rules, and regulations of the City of Grand Island

SECTION 2. Any ordinances or parts of ordinances in conflict herewith be, and

hereby are, repealed.

SECTION 3. This ordinance shall be in force and take effect from and after its

passage and publication, within fifteen days in one issue of the Grand Island Independent as

provided by law.

Approve on Second Reading on February 28, 2006.

Margaret Hornady,
City Council President / Interim Mayor
Attest:

RaNae Edwards, City Clerk

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# **City of Grand Island**

Tuesday, February 28, 2006 Council Session

# Item G1

**Approving Minutes of February 14, 2006 City Council Regular Meeting** 

**Staff Contact: RaNae Edwards** 

#### OFFICIAL PROCEEDINGS

### CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL REGULAR MEETING February 14, 2006

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 14, 2006. Notice of the meeting was given in the *Grand Island Independent* on February 8, 2006.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following members were present: Councilmember's Meyer, Whitesides, Pielstick, Gilbert, Nickerson, Hornady, Walker, and Haase. Councilmember's Cornelius and Pauly were absent. The following City Officials were present: City Administrator Gary Greer, City Clerk RaNae Edwards, Finance Director David Springer, Public Works Director Steve Riehle, and City Attorney Doug Walker.

<u>INVOCATION</u> was given by Pastor Randy Fett, St. Paul's Lutheran Church, 1515 South Harrison Street followed by the <u>PLEDGE OF ALLEGIANCE</u>.

<u>MAYOR COMMUNICATION</u>: Mayor Vavricek introduced Clista Campbell, Engleman Elementary School 5<sup>th</sup> Grade Teacher who introduced Beau Johnson who presented his "Top Ten Reasons to Live in Grand Island".

### PRESENTATIONS AND PROCLAMATIONS:

<u>Presentation to Burhl Gilpin, Assistant Utilities Director at Phelps Control for Thirty-Five Years of Service.</u> The Mayor and City Council recognized Burhl Gilpin for his 35 years of service with the City. Utilities Director Gary Mader commented on Mr. Gilpin's service as Assistant Utilities Director at Phelps Control. Mr. Gilpin was present to receive a certificate.

<u>ADJOURN TO BOARD OF EQUALIZATION:</u> Motion by Hornady, second by Pielstick, carried unanimously to adjourn to the Board of Equalization.

#2006-BE-2 – Consideration of Determining Benefits for Street Improvement District No. 1255; Independence Avenue, Shanna Street & Lariat Lane. Steve Riehle, Public Works Director reported that the work had been completed and special assessments had been calculated for Street Improvement District No. 1255. The total assessable cost was \$315,637.57.

#006-BE-3 – Consideration of Determining Benefits for 2005 Weed Abatement Program. Doug Walker, City Attorney reported that under Chapter 17 of the Grand Island City Code, the City had several properties which were not mowed of which the City contracted to have taken care of. The City Council in its' capacity as the Board of Equalization was required to determine the benefits for the 2005 Weed Abatement Program.

Motion by Pielstick, second by Hornady to approve Resolutions #2006-BE-2 and #2006-BE-3. Upon roll call vote, all voted aye. Motion adopted.

<u>RETURN TO REGULAR SESSION:</u> Motion by Hornady, second by Gilbert carried unanimously to return to Regular Session.

### PUBLIC HEARINGS:

Public Hearing on Request of Douglas & Sherri Luth dba Gas Island II, 2012 N. Webb Road for a Class "B" Liquor License. RaNae Edwards, City Clerk reported that Douglas & Sherri Luth owners of Gas Island II, 2012 N. Webb Road had submitted an application with the City Clerk's Office for a Class "B" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on January 12, 2006; notice to the applicant of date, time, and place of hearing mailed on January 12, 2006; notice to the general public of date, time, and place of hearing published on February 4, 2006; along with Chapter 4 of the City Code. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located Along the East Side of Engleman Road from Potash Highway South 1/2 Mile. (Glenwood H. Hargens, Trustee) Gary Mader, Utilities Department Director reported that acquisition of a utility easement located along the east side of Engleman Road from Potash Highway South 1/2 mile was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The purpose of this easement would be to continue the overhead electrical feeder along Engleman Road. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 2900 Old Lincoln Highway. (The Military Department of the State of Nebraska) Gary Mader, Utilities Department Director reported that acquisition of a utility easement located at 2900 Old Lincoln Highway, on the north side of the Nebraska National Guard Armory was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The purpose of this easement would be used to locate primary electrical cable and a pad-mounted transformer. No public testimony was heard.

<u>Public Hearing on Acquisition of Public Utility Easement Located at 601 Congdon Avenue.</u>
(<u>Michael & Marilyn Galvan</u>) Steve Riehle, Public Works Director reported that acquisition of a public utility easement located at 601 Congdon Avenue was needed in order to have access to install, upgrade, maintain, and repair public utilities. The purpose of this easement would be used to construct public sanitary sewer to serve the dwelling at 601 Congdon Avenue. No public testimony was heard.

<u>Public Hearing on the One and Six Year Street Improvement Program.</u> Steve Riehle, Public Works Director reported that adoption of a One and Six Year Street Improvement Program was required by State law as part of the requirements to receive approximately three million dollars of state gas tax funds each year. This item was referred to the Regional Planning Commission by Council at their January 24, 2006 Regular Meeting. The Regional Planning Commission conducted a Public Hearing at their February 2, 2006 meeting. Paul Hamilton, 305 Cherokee

questioned where the funds were coming from to pay for the Hike/Bike Trail. No further public testimony was heard.

<u>Public Hearing Concerning Amendments to Chapter 33-1 of the City Code Relative to the Definition of Streets.</u> Chad Nabity, Regional Planning Director reported that developers of LaRue Subdivision submitted an application to amend the Subdivision Ordinance pertaining to the Definition of Streets. The request was that private streets may be authorized with the subdivision agreement. No public testimony was heard.

Public Hearing Concerning Annexation of Property Proposed for Platting as Ewoldt Subdivision an Addition to the City of Grand Island Located South of Husker Highway and West of U.S. Highway 281. Chad Nabity, Regional Planning Director reported that land contiguous with the City Limits proposed for platting as Ewoldt Subdivision located in the NE 1/4 of Section 36-11-10 be annexed as an addition to the City of Grand Island. Sewer and water were available and would not impact the two-mile extraterritorial jurisdiction of Grand Island. No public testimony was heard.

Public Hearing on Application for Edward Byrne Memorial Justice Assistance Grant (AG) 2006. Steve Lamken, Police Chief reported that the Grand Island Police Department and Hall County Sheriff's Department were eligible to receive Justice Assistance Grant monies from the U.S. Department of Justice in 2006 in the amount of \$19,530.00 to be spent over a four year period. The Hall County Sheriff's Department would receive \$4,882.50 for purchase of computer equipment. The Grand Island Police Department would receive \$14,647.50 to purchase Data911 mobile data and video equipment for patrol vehicles and operational costs for the Central Nebraska Drug Court.

### **ORDINANCES**:

Chad Nabity, Regional Planning Director reported Ordinance #9026 related to the Public Hearing held on January 24, 2006 and was the second of three readings.

#9026 – Consideration of Annexation of Property Located South of Old Potash Highway and East of Engleman Road. (Second Reading)

Motion by Pielstick, second by Walker to approve Ordinance #9026 on second reading. Upon roll call vote, all voted aye. Motion adopted.

Councilmember Pielstick moved "that the statutory rules requiring ordinances to be read by title on three different days be suspended and that ordinances numbered:

#9027 - Consideration of Assessments for Street Improvement District No. 1255; Independence Avenue, Shanna Street & Lariat Lane

#9028 – Consideration of Assessments for 2005 Weed Abatement Program

#9029 - Consideration of Amendments to Chapter 1 of the City Code Relative to Definitions

#9030 - Consideration of Amendments to Chapter 14 of the City Code Relative to Elections

#9031 – Consideration of Amendments to Chapter 33-1 of the City Code Relative to the Definition of Streets

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of these ordinances on first 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.

Discussion was held on Ordinance #9031 concerning street width.

Motion by Gilbert, second by Meyer to approve Ordinances #9027, #9028, #9029, #9030, and #9031.

City Clerk: Ordinances #9027, #9028, #9029, #9030 and #9031 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #9027, #9028, #9029, #9030 and #9031 on final passage. All those in favor of the passage of these ordinances 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, Ordinances #9027, #9028, #9029, #9030 and #9031 are declared to be lawfully adopted upon publication as required by law.

Chad Nabity, Regional Planning Director reported that Ordinance #9032 related to the aforementioned Public Hearing Item E-7.

Motion by Pielstick, second by Meyer to approve Ordinance #9032 on first reading.

#9032 – Consideration of Annexation of Property Proposed for Platting as Ewoldt Addition Located South of Husker Highway and West of U.S. Highway 281 (First Reading)

Upon roll call vote, all voted aye. Motion adopted.

<u>CONSENT AGENDA</u>: Consent Agenda Item G-14 was pulled from the agenda at the request of the Public Works Department. Motion by Hornady, second by Walker to approve the Consent Agenda excluding item G-14. Upon roll call vote, all voted aye. Motion adopted.

Receipt of Official Document – Tort Claim for Maria Bartlett on Behalf of Tyler Kventensky.

Approving Minutes of January 24, 2006 City Council Regular Meeting.

Approving Minutes of January 28, 2006 City Council Special Study Session Retreat.

Approving Minutes of January 31, 2006 City Council Study Session

Approving Minutes of February 7, 2006 City Council Study Session.

Approving Preliminary Plat for LaRue Subdivision.

- #2006-35 Approving Final Plat and Subdivision Agreement for Logan's Subdivision. It was noted that Central Nebraska Natural Resources District, owners had submitted the final plat for Logan's Subdivision located on 1.93 acres of land in the SE 1/4 of Section 34-11-9 for the purpose of creating 1 lot.
- #2006-36 Approving Acquisition of Utility Easement Along the East Side of Engleman Road from Potash Highway South 1/2 Mile. (Glenwood H. Hargens, Trustee of the Jane H. Hargens Family Trust and Trustee of the Hargens Family Joint Revocable Trust)
- #2006-37 Approving Acquisition of Utility Easement Located at 2900 Old Lincoln Highway. (The Military Department of the State of Nebraska National Guard Armory)
- #2006-38 Approving Bid Award for Water Main Project 2006-W-2 Sycamore and 1<sup>st</sup> Streets with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$44,413.27.
- #2006-39 Approving Contract for Architectural/Engineering Services for Household Hazardous Waste and Recycling Complex with MILCO Environmental Services, Inc. of Kearney, Nebraska in an Amount of \$67,500.00.
- #2006-40 Approving Acquisition of a Public Utilities Easement Located at 601 Congdon Avenue. (Michael & Marilyn Galvan)
- #2006-41 Approving Certificate of Final Completion for Street Improvement District No. 1246; South Locust Street from Stolley Park Road to Fonner Park Road with The Diamond Engineering Company of Grand Island, Nebraska.
- #2006-42 Approving Agreement for Consulting Engineering Services for Lift Station No. 19 with CH2M Hill of Englewood, Colorado in an Amount of \$364,190.00. This item was pulled from the agenda at the request of the Public Works Department.
- #2006-43 Approving Bid Award for 2006-WWTP-1 Roof Replacement on Building No. 6 of the Wastewater Treatment Plant with Weathercraft Company of Grand Island, Nebraska in an Amount of \$59,555.00.

- #2006-44 Approving Bid Award for Sanitary Sewer District No. 519, Lots 10 through 21 of Westwood Park Second Subdivision with Starostka Group of Grand Island, Nebraska in an Amount of \$170,398.26.
- #2006-45 Approving Bid Award for Two (2) Truck Mounted Dump Body's for Wastewater Division with Matt Friend Truck Equipment, Inc. of Hastings, Nebraska in an Amount of \$62,900.00.
- #2006-46 Approving Bid Award for the Lease of Two (2) Dump Trucks for Wastewater Division with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$20,630.40.
- #2006-47 Approving Bid Award for the Lease of an Aerated Static Pile Compost Pilot Testing Unit for Wastewater Division with CH2M Hill of Englewood, Colorado in an Amount of \$13,696.00.
- #2006-48 Approving Bid Award for Trucking of Sewage Sludge at Wastewater Division with Hooker Bros. Sand and Gravel, Inc. of Grand Island, Nebraska in an Amount of \$9.00 per ton.
- #2006-49 Approving Bid Award for Landfilling of Sewage Sludge at Wastewater Division with Loup Central Landfill Association of Elba, Nebraska in an Amount of \$28.00 per ton and Butler County Landfill, Inc., of David City, Nebraska in an Amount of \$24,75 per ton.
- #2006-50 Approving Certificate of Compliance with the Nebraska Department of Roads for Maintenance Agreement No. 12; Calendar Year 2005.
- #2006-51 Approving Maintenance Agreement No. 12 with the Nebraska Department of Roads.
- #2006-52 Approving Designating Gardner Denver Blower Division of Peachtree City, Georgia as the Sole Source Provider for Repairs to the Lamson Model 1857 Blower at the Wastewater Division in an Amount of \$66.00 per hour for repair work conducted at the manufacturer's facility and \$105.00 per hour for work performed at Grand Island WWTP.
- #2006-53 Approving Application for Edward Byrne Memorial Justice Assistance Grant (JAG) 2006.
- #2006-54 Approving Bid Award for Portable Defibrillator-Multi-Parameter Monitor with Medtronic Emergency Response Systems of Redmond, Washington in an Amount of \$17,620.15.
- #2006-55 Approving Letter of Intent with Qwest for Phone Lines for New Fire Station #1.

### **RESOLUTIONS:**

#2006-56 – Approving Request of Douglas & Sherri Luth dba Gas Island II, 2012 N. Webb Road for a Class "B" Liquor License. City Administrator Gary Greer questioned Mr. Luth with regards

to the violation received on January 19, 2006 and spoke of concerns regarding training. Mr. Luth agreed to a mandatory training.

Motion by Whitesides, second by Hornady to approve Resolution #2006-56 with the stipulation that the on site manager undergo manager training. Upon roll call vote, all voted aye. Motion adopted.

#2006-57 – Approving One & Six Year Street Improvement Program. Discussion was held with regards to the Hike/Bike Trail costs and maintenance. A temporary traffic signal was discussed at Capital Avenue and Diers Avenue along with left and right turn lanes. Mentioned was an entrance sign on South Locust.

Motion by Walker, second by Horandy to approve Resolution #2006-57. Upon roll call vote, all voted aye. Motion adopted.

### PAYMENT OF CLAIMS:

Motion by Hornady, second by Haase to approve the Claims for the period of January 25, 2006 through February 14, 2006, for a total amount of \$3,778,012.15. Motion adopted unanimously. Councilmember Pielstick abstained from claim #118745.

Motion by Hornady, second by Haase to approve the following Claims for the Library Expansion for the period of January 25, 2006 through February 14, 2006:

#20 \$155,841.51

Motion adopted unanimously.

Mayor Vavricek commented on the first City Administrator's Monthly Report for January 2006 which was given to each councilmember. Mentioned was that this report was on the City's web site.

ADJOURNMENT: The meeting was adjourned at 8:25 p.m.

RaNae Edwards City Clerk



# **City of Grand Island**

# Tuesday, February 28, 2006 Council Session

# Item G2

#2006-42 - Approving Agreement with CH2M Hill for Consulting Engineering Services for Lift Station No. 19

Staff Contact: Steven P. Riehle, Public Works Director

# Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 28, 2006

**Subject:** Approving Agreement with CH2M Hill for

Consulting Engineering Services for Lift

Station No. 19

**Item #'s:** G-2

**Presenter(s):** Steven P. Riehle, Public Works Director

## **Background**

Lift Station 19 is located on Capital Avenue just west of Diers Avenue. The station was constructed in 1980. With the growth and development west of US HWY 281, the lift station is reaching capacity. Approximately 20 to 25 percent of the daily wastewater treatment plant flow comes through Lift Station 19.

Proposals were solicited for performing Consulting Engineering Services for Lift Station No. 19. One (1) proposal was received from CH2M Hill of Englewood, Colorado.

# **Discussion**

The agreement that was uploaded for the February 14, 2006 council meeting was only for Phase I (Design Services). This agreement includes both Phase I (Design Services) and Phase II (Services During Construction).

The construction costs for replacing lift station number 19 is estimated at \$2,873,000. The agreement for the design of Lift Station No. 19 was negotiated with billings to be at actual costs with a maximum dollar amount of \$376,018.

## <u>Alternatives</u>

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

- 1. Move to approve a resolution authorizing the mayor to execute the agreement.
- 2. Refer the issue to a Committee.
- 3. Postpone the issue to a future date.
- 4. Take no action on the issue.

# Recommendation

City Administration recommends that the Council approve the agreement for actual costs with a maximum amount of \$376,018.

# **Sample Motion**

Move to approve the agreement with CH2M Hill to perform Consulting Engineering services for Lift Station No. 19.

#### STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is between CH2M HILL INC., ("ENGINEER"), and the City of Grand Island, ("OWNER") for a PROJECT generally described as:

Lift Station 19 Improvements-

Phase I - Replacement Lift Station 19 Design and Services During Bidding

Phase II - Replacement Lift Station 19 Services During Construction

#### ARTICLE 1. SCOPE OF SERVICES

ENGINEER will perform the Scope of Services set forth in Attachment A.

#### **ARTICLE 2. COMPENSATION**

OWNER will compensate ENGINEER as set forth in Attachment B. Work performed under this AGREEMENT may be performed using labor from affiliated companies of ENGINEER. Such labor will be billed to OWNER under the same billing terms applicable to ENGINEER's employ ees.

#### **ARTICLE 3. TERMS OF PAYMENT**

OWNER will pay ENGINEER as follows:

#### 3.1 Invoices and Time of Payment

ENGINEER will issue monthly invoices pursuant to Attachment B. Invoices are due and payable within 30 days of receipt.

#### 3.2 Interest

- 3.2.1 OWNER will be charged interest at the rate of 1-1/2% per month, or that permitted by law if lesser, on all past-due amounts starting 30 days after receipt of invoice. Payments will first be credited to interest and then to principal.
- 3.2.2 In the event of a disputed billing, only the disputed portion will be withheld from payment, and OWNER shall pay the undisputed portion. OWNER will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.
- 3.2.3 If OWNER fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving 7 days' written notice to OWNER, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to OWNER for delays or damages caused by OWNER because of such suspension.

#### ARTICLE 4. OBLIGATIONS OF ENGINEER

### 4.1 Standard of Care

The standard of care applicable to ENGINEER's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. ENGINEER will reperform any services not meeting this standard without additional compensation.

#### 4.2 Subsurface Investigations

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

#### 4.3 ENGINEER's Personnel at Construction Site

- 4.3.1 The presence or duties of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER's personnel in any way responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- 4.3.2 ENGINEER and ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.
- 4.3.3 The presence of ENGINEER's personnel at a construction site is for the purpose of providing to OWNER a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors

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include manufacturers of materials incorporated into the construction work.

#### 4.4 Opinions of Cost, Financial Considerations, and **Schedules**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, ENGINEER makes no warranty that OWNER's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or

If OWNER wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, OWNER will employ an independent cost estimator, contractor, or other appropriate advisor.

#### 4.5 Construction Progress Payments

Recommendations by ENGINEER to OWNER for periodic construction progress payments to the construction contractor(s) will be based on ENGINEER's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between OWNER and the construction contractors that affect the amount that should be paid.

**4.6 Record Drawi ngs**Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

4.7 Access to ENGINEER's Accounting Records ENGINEER will maintain accounting record accordance with generally accepted accounting principles. These records will be available to OWNER during ENGINEER's normal business hours for a period of 1 year after ENGINEER's final invoice for examination to the extent required to verify the direct costs (excluding establishedor standard allowances and rates) incurred hereunder. OWNER may only audit accounting records applicable to a cost-reimbursable type compensation.

#### 4.8 ENGINEER's Insurance

ENGINEER will maintain throughout this AGREEMENT the following insurance:

- Worke's compensation and employer's liability insurance as required by the state where the work is performed.
- Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$1,000,000 combined single limits.
- Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- Professional liability insurance of \$1,000,000 (d) per occurrence and in the aggregate.
- OWNER will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverages identified in items (b) and (c) and ENGINEER waives subrogation against OWNER as to said policies.

#### ARTICLE 5. OBLIGATIONS OF OWNER

#### 5.1 OWNER-Furnished Data

OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's services on the PROJECT. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the inf ormation provided by OWNER.

**5.2 Access to Facilities and Property**OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. OWNER will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of OWNER's facilities as may be required in connection with ENGINEER's services.

#### 5.3 Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's services a PROJECT construction.

#### 5.4 Timely Review

OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as OWNER deems appropriate; and render in writing decisions required by OWNER in a timely manner.

#### 5.5 Prompt Notice

OWNER will give prompt written notice to ENGINEER whenever OWNER observes or becomes aware of any development that affects the scope or timing of

ENGINEER's Services, or of any defect in the work of ENGINEER or construction contractors.

#### 5.6 Asbestos or Hazardous Substances

- If asbestos or hazardous substances in any form are encountered or suspected. ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.
- If asbestos is suspected, ENGINEER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.
- If hazardous substances other than asbestos are suspected, ENGINEER will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.
- Client recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

#### 5.7 Contractor Indemnification and Claims

- OWNER agrees to include in all construction contracts the provisions of Article 4.3, ENGINEER's Personnel at Construction Site, and provisions providing contractor indemnification of OWNER and ENGINEER for contractor's negligence.
- OWNER shall require construction 5.7.2 contractor(s) to name OWNER and ENGINEER as additional insureds on the contractor's general liability
- 5.7.3 OWNER agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers:

"Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against ENGINEER, ENGINEER's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the engineering services performed. OWNER will be the only beneficiary of any undertaking by ENGINEER."

#### 5.8 OWNER's Insurance

- OWNER will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.
- OWNER will provide for a waiver of subrogation as to all OWNER-carried property damage insurance, during construction and thereafter, in favor of ENGINEER, ENGINEER's officers, employees, affiliates, and subcontractors.

### 5.9 Litigation Assistance

The Scope of Services does not include costs of ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by OWNER. All such Services required or requested of ENGINEER by OWNER, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed.

#### 5.10 Changes

OWNER may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT

#### **ARTICLE 6. GENERAL LEGAL PROVISIONS**

#### 6.1 Authorization to Proceed

Execution of this AGREEMENT by OWNER will be authorization for ENGINEER to proceed with the work, unless otherwise provided for in this AGREEMENT.

#### 6.2 Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. OWNER agrees to indemnify ENGINEER and ENGINEER's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.

**6.3 Force Majeure** ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ENGINEER. In any such ev ent, ENGINEER'S contract price and schedule shall be equitably adjusted.

- **6.4 Limitation of Liability** 6.4.1 To the maximum extent permitted by law, ENGINEER's liability for OWNER's damages will not, in the aggregate, exceed \$1,000,000.
- This article takes precedence over any conflicting article of this AGREEMENT or any document incorporated into it or referenced by it.
- This limitation of liability will apply whether ENGINEER's liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include ENGINEER's officers, affiliated corporations, employees, and subcontractors.

#### 6.5 Termination

- This AGREEMENT may be terminated for convenience on 30 days' written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.
- On termination, ENGINEER will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.
- 6.6 Suspension, Delay, or Interruption of Work OWNER may suspend, delay, or interrupt the Services of ENGINEER for the convenience of OWNER. In such event, ENGINEER's contract price and schedule shall be equitably adjusted.

#### 6.7 No Third-Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than OWNER and ENGINEER and has no thirdparty beneficiaries.

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Deleted: 5.8.3-OWNER will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all PROJECT work including the value of all onsite OWNER-furnished equipment and/or materials associated with ENGINEER's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to ENGINEER and the construction contractor(s) (or OWNER), and their respective officers, employees, agents, affiliates, and subcontractors.

OWNER will provide ENGINEER a copy of such policy.

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#### 6.8 Indemnification

6.8.1 ENGINEER agrees to indemnify OWNER for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of ENGINEER, ENGINEER's employees, affiliated corporations, and subcontractors in connection with the PROJECT

6.8.2 OWNER agrees to indemnify ENGINEER from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of OWNER, or its employees or contractors in connection with the PROJECT.

#### 6.9 Assignment

This is a bilateral personal Services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

#### 6.10 Consequential Damages

To the maximum extent permitted by law, ENGINEER and ENGINEER's affiliated corporations, officers, employees, and subcontractors shall not be liable for OWNER's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect ENGINEER against indirect liability or third-party proceedings, OWNER will indemnify ENGINEER for any such damages.

#### 6.11 Waiver

OWNER waives all claims against ENGINEER, including those for latent defects, that are not brought within 2 years of substantial completion of the facility designed or final payment to ENGINEER, whichever is earlier.

#### 6.12 Jurisdiction

The substantive law of the state of the PROJECT site shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

#### 6.13 Severability and Survival

6.13.1 If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

6.13.2 Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

#### 6.14 Materials and Samples

Any items, substances, materials, or samples removed from the PROJECT site for testing, analysis, or other evaluation will be returned to the PROJECT site within 60 days of PROJECT close-out unless agreed to otherwise. OWNER recognizes and agrees that ENGINEER ts. acting as a bailee and at no time assum es title to said items, substances, materials, or samples

#### 6.15 Engineer's Deliverables

Engineer's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for OWNER or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

#### 6.16 Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute.

#### 6.17 Ownership of Work Product and Inventions

All of the work product of the ENGINEER in executing this PROJECT shall remain the property of ENGINEER. OWNER shall receive a perpetual, royalty free, nontransferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the PROJECT shall remain the property of the ENGINEER.

# ARTICLE 7. ATTACHMENTS, SCHEDULES, AND SIGNATURES

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A--Scope of Services Attachment B--Compensation **Deleted:**, including use of alternative dispute resolution options.

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### IN WITNESS WHEREOF, the parties execute below:

·			
dated this	day of	,	
Signature		Signature	
Name (printed)		Name (printed)	
Title		Title	
For ENGINEER, CH2M HILL I	NC.,		
dated this	day of	,	

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Signature	Signature
Name (printed)	Name (printed)
Title	Title

# Scope of Services – Lift Station 19 Improvements

Phase 1 - Replacement Lift Station 19 Design and Services During Bidding

Phase II - Replacement Lift Station 19 Services During Construction

### General

CH2M HILL (ENGINEER) was selected by the CITY of Grand Island (CITY) to provide engineering design, services during construction, and startup services for Lift Station 19 and Forcemain Improvements. The scope of services presented herein describes services to be rendered by ENGINEER to the CITY for

Phase I – Replacement Lift Station 19 Design and Services During Bidding and Phase II – Replacement Lift Station 19 Services During Construction

It is assumed that as-built drawings of existing facilities, aerial mapping, and wastewater flow records are available and will be provided by the CITY for use on this project.

# **Project Information**

**Project Title:** Lift Station 19 Improvements (PROJECT)

*Objective:* The CITY requires replacement of the existing Lift Station 19 (L.S. 19). This scope of work is to provide design services, services during construction, and startup services for Lift Station 19 improvements.

*Project Location:* The L.S. 19 site is near the intersection of Diers Avenue and Capital Avenue.

### Work Tasks

ENGINEER shall perform the following specific tasks and subtasks under this Scope of Work:

# Phase I – Design Services

*Objective:* Develop designs and prepare construction documents (drawings, special provisions, and supplemental technical specifications) for competitive bidding for the PROJECT.

*Overview:* To provide the CITY with appropriate opportunities to review and participate in the design process, this Phase I shall consist of the following tasks:

Task 1 - Design

- Predesign
- 30 Percent Design (Design Development)
- 90 Percent Design (Draft Contract Documents)
- 100 Percent Design (Final Contract Documents)

### Task 2 – Bidding Services

### Task 3 – Design Project Management

For lift station design, ENGINEER will prepare the design using 3-dimensional (3-D) computer-aided drafting CAD technology. This technology will be used to prepare traditional 2-dimensional (2-D) plan and section drawings as well as to provide 3-D perspective drawings in the construction documents. 3-D perspective drawings also will be used for workshop presentations to CITY staff.

### Task 1 – Design

### Subtasks:

- 1. Predesign
  - A. Kick-off Meeting Conduct a kick-off meeting in Grand Island. Attendees will include the ENGINEER'S Project Manager, Design Manager, and Project Engineer. The purpose of this meeting is to establish a common understanding of PROJECT scope, goals, issues, concerns, design criteria, and schedule. ENGINEER shall plan and conduct this meeting. ENGINEER also shall prepare and distribute minutes of this meeting to all attendees.
  - B. Field Survey Conduct field surveys as necessary to supplement and verify existing available data and aerial mapping. Specifically, field surveys will obtain three dimensional coordinates of up to 10 existing manholes, including verification of pipe invert elevations within these manholes. Two PROJECT-specific control points will be established at the L.S. 19 site for future construction use. Based on information marked on the ground by the local utility locator services, field survey will include horizontal locations of existing underground utilities. Field surveys will be performed by Rockwell and Associates Engineering and Surveying.
  - C. Geotechnical Investigations Geotechnical investigations will be conducted by Mid States Engineering and Testing. One boring within the proposed "footprint" of the new L.S. 19 will be drilled up to 60 feet deep. This boring will identify groundwater elevations at the proposed lift station site and the soil strata will be logged. Appropriate soil samples will be collected and laboratory analyses will be performed to classify the soil strata and to determine engineering properties required for foundation design.
  - D. Determine Future Wastewater Flows In consultation with the Regional Planning Commission of Hall County, projected land use and development density will be reviewed. Estimated future average and peak wet sanitary sewer flows within the L.S. 19 service area will be calculated based on projected land use and development densities. Estimated future wastewater flows will be "ground truthed" against available historic wastewater generation factors as reported in the previous Sanitary

- Sewer Comprehensive Plan and through review of wastewater treatment plant (WWTP) influent flow records.
- E. Establish Design Criteria Flexibility will be a key consideration in the design of the replacement L.S. 19 and forcemain. This includes consideration of future expansion requirements while providing a high level of service and operability in the near term. The ultimate number and capacity of lift station pumps will be based on the estimated wastewater flows through a 50-year planning horizon. To the extent practical, a phased approach for installation of required pumps and related equipment will be considered. A primary goal in pump selection is to minimize on/off cycles. Other key lift station design criteria that will be established in consultation with CITY staff include the following:
  - Building Code Requirements
  - Lightning protection
  - Architectural criteria
  - Heating, ventilation, and air conditioning (HVAC) for the electrical, supervisory control and data acquisition (SCADA), and motor control center (MCC) room as well as the pump room
  - Interior and exterior lighting
  - Crane system for equipment handling
  - SCADA requirements
  - Source of washdown and seal water
  - Wet well access and inlet separation/shutoff requirements
  - Wet well level and pump control requirements
  - Wet well corrosion and odor control
  - Overflow basin size, location, and access requirements
  - Control valve and bypass requirement
  - Landscaping
  - Traffic access and patterns
  - Driveway pavement
  - Emergency power

Other criteria that will be established include traffic control requirements during construction and the sequence of transferring flows from the existing L.S. 19 system to the new L.S. 19 system.

A draft technical memorandum shall be prepared by ENGINEER and delivered to the CITY with recommended final design criteria, including recommended estimates of average and peak wet day flow rates. The draft technical memorandum also shall explain the basis and rationale for the recommendations, including input from CITY staff at the kickoff meeting.

After CITY review of the draft technical memorandum, CITY review comments will be provided to the ENGINEER. After receipt of CITY comments, ENGINEER shall plan and conduct a telephone conference with CITY staff to discuss and finalize the design criteria. Telephone conference attendees will include the ENGINEER'S Project Manager, Design Manager, and Project Engineer, plus any other appropriate

technical discipline leads on an as-needed basis. Final decisions shall be documented in a final technical memorandum by the ENGINEER and distributed to all conference attendees.

### Predesign Deliverables:

- Meeting Minutes of Kick-off Meeting distributed to all attendees via e-mail
- Two (2) copies each of the Draft and Final Geotechnical Report
- Five (5) copies each of the Draft and Final Design Criteria Technical Memoranda

### 2. 30 Percent Design (Design Development)

The primary purpose of the 30 percent design is to prepare plans in sufficient detail to determine required equipment, process flow diagrams, instrumentation and control (I&C) diagrams, general placement of structures, preliminary facility layouts, and other pertinent information. This design phase also shall include developing a preliminary list of special provisions and supplemental technical specifications that will be required for this PROJECT.

After CITY review of the 30 percent design, a workshop shall be planned and conducted by ENGINEER in Grand Island to discuss and resolve CITY review comments. Workshop attendees will include the ENGINEER'S Project Manager, Design Manager, and Project Engineer.

### 30 Percent Design Deliverables:

- Civil Design: Structure size, location, and orientation. Yard piping. Preliminary site plan and traffic access corridors. Draft proposed sequence of disconnecting influent and effluent piping from the existing L.S. 19 and activating the new L.S. 19.
- Architectural Design: General shape, elevations, and architectural features.
- Mechanical Design: Pump sizes, types, locations, and flow diagrams.
- I&C Design: Coordinated with flow control requirements. One-line control diagram.
- Electrical Design: Define load conditions and determine redundancy requirements. One-line electrical diagram.
- Conceptual 3-D perspectives of the lift station structure and equipment.
- Conceptual estimate of construction costs.
- Minutes of the comment review workshop shall be distributed to all workshop attendees via e-mail.

### 3. 90 Percent Design (Draft Contract Documents)

The 90 percent design drawings and specifications shall be essentially ready for bidding while providing the CITY with a final review prior to issuing bid documents. Simultaneously with submittal to the CITY, the ENGINEER shall submit copies of the 90 percent design documents to the Nebraska Department of Environmental Quality (NDEQ) for review and approval. This submittal will include a technical memorandum with a summary of design information and calculations.

During review of construction documents, ENGINEER shall respond to comments and questions generated by NDEQ. After CITY and NDEQ review of the 90 percent design, a workshop will be conducted in Grand Island to discuss and resolve review comments. The

workshop shall be planned and conducted by ENGINEER. Workshop attendees will include the ENGINEER'S Project Manager, Design Manager, and Project Engineer.

### 90 Percent Design Deliverables:

- Five (5) paper copies of the draft advertisement for bids, special provisions, supplemental technical specifications, and Bid Form.
- Five (5) paper copies of the final review set of construction drawings. (It is estimated that there will be approximately 30 sheets of drawings)
- Five (5) paper copies of the engineering analysis technical memorandum.
- One (1) paper copy of the draft estimate of construction costs.
- Minutes of the comment review workshop shall be distributed to all workshop attendees via e-mail.

### 4. 100 Percent Design (Final Contract Documents)

Final edits will be incorporated into the drawings and other contract documents based on CITY and NDEQ comments following the 90 percent design review workshop.

### 100 Percent Design Deliverables

- Thirty (30) paper copies of the 100 percent half-size construction drawings for bidding purposes only
- Four (4) paper copies of the 100 percent full-size construction drawings for bidding purposes only
- Six (6) CDs with all construction drawings in .pdf format for bidding purposes only and .pdf files of all other bidding and contract documents.
- Thirty (30) paper copies of the advertisement for bids, special provisions, supplemental technical specifications, and Bid Form
- One (1) CD with final drawings in AutoCAD 2005 format for CITY use
- One (1) paper copy of the Final Engineer's Opinion of Probable Cost

### Task 2 - Services During Bidding

The CITY will issue and publish the advertisement for bids and will distribute bid documents to prospective bidders. ENGINEER shall provide the following support during the bidding process:

- Implement procedures for receiving and answering bidders' questions and requests for additional information. These procedures include maintaining a record of all bidders' questions and requests for information and responses thereto.
- Coordinate with the CITY to arrange and conduct one pre-bid conference.
   ENGINEER shall develop the agenda, conduct the conference, take minutes of the conference, and record all questions and requests for additional information. The ENGINEER'S Project Manager and Design Manager shall attend the pre-bid conference.
- As appropriate, responses to questions and requests for additional information will be issued in formal addenda. ENGINEER shall prepare addenda as necessary and

submit the addenda to the CITY for distribution to all planholders. Up to two addenda will be prepared by ENGINEER.

• Assist the CITY with evaluation of bids. After the bids are opened, CH2M HILL will review, tabulate, and evaluate all bids. A report of the bid review and evaluation will be prepared and submitted to the CITY. This report will include recommendations for award of a construction contract or other action as may be appropriate.

#### Task 3 – Design Project Management

Project Management includes developing a general workplan that defines the ENGINEER'S design project delivery approach, staffing, subconsultants, responsibilities, quality assurance and quality control (QA/QC) procedures, and project deliverables during PROJECT implementation. ENGINEER shall advise the CITY of PROJECT progress, including preparation and submittal of monthly progress reports to the CITY and holding periodic meetings and consultations with the CITY. To ensure appropriate implementation of the QA/QC plan, all QA/QC activities are considered part of project management and shall be managed and controlled by the ENGINEER'S Project Manager.

### Phase II - Services During Construction

*Objective:* Provide engineering services during construction (SDC) and startup services to assist CITY during construction of the PROJECT. These services are intended to assist the CITY in administering the contract for construction, monitoring the performance of the construction contractor, verifying that the contractor's work is in substantial compliance with the contract documents, and responding to events that occur during construction. It is understood that the resident project representative (RPR) and daily inspection services are being provided by the CITY, as explained in the contract documents for the PROJECT. It is assumed that the construction duration for the PROJECT will be nine (9) months from date of construction notice to proceed to final completion.

*Overview:* To provide the CITY with appropriate support during construction, this Phase II shall consist of the following tasks:

#### Task 1 – Services During Construction

- Preconstruction Conference
- Design Team Site Visits/Inspections
- Review Shop Drawings (includes shop drawings, product literature, samples, etc.)
- Review Alternates
- Safety
- Changes
- Requests for Information
- Startup
- Review Pay Requests

#### Task 2 – Project Closeout

- Prepare Draft and Final Operation and Maintenance Manual
- Preparation of Record Drawings

#### Task 3 – SDC Project Management

#### Task 4 – Additional Services During Construction

#### Task 1 – Services During Construction (SDC)

#### Subtasks:

1. Preconstruction Conference: ENGINEER shall coordinate and conduct one (1) preconstruction conference in Grand Island with the successful bidder, CITY staff, and other interested entities to review project communications, coordination, and other procedures, and to discuss the contractor's general work plans and requirements for the project. Attendance will be by the ENGINEER'S project manager and project engineer. ENGINEER shall take minutes or otherwise record the results of this conference and issue a record of the conference.

#### 2. Design Team Site Visits/Inspections:

- Periodic Site Visits/Inspections: Coordinate visits approximately every six weeks to the site by one ENGINEER design team member. Additionally, bi-weekly site visits will be conducted by one member of the ENGINEER'S local subconsultant, Miller & Associates. The purpose of these site visits is to review the progress and quality of the work and to determine if the work is proceeding in accordance with the intent of the contract documents. Visit timing may be adjusted to coincide with critical installations or specific issues. The design team member/subconsultant will observe the general quality of the work at the time of the visit and review any specific items of work that are brought to their attention by the contractor or the CITY.
- Special Inspections: Assist the CITY with inspections at substantial and final
  completion, in accordance with the construction contract documents. ENGINEER
  shall assist in preparing punch lists of items requiring completion and correction,
  and will make recommendations to the CITY regarding the acceptance of the work
  based on the results of the final inspection. Two, single-day trips by up to two
  ENGINEER staff to Grand Island are assumed for this work.
- 3. Review Shop Drawings: ENGINEER shall review the contractor's proposed shop drawing and submittal schedules, which shall identify all shop drawings, samples, and submittals required by the contract for construction, along with the anticipated dates for submission. ENGINEER shall coordinate with the design team for review of contractor's shop drawings, samples, and other submittals. ENGINEER shall log and track all shop drawings, samples, and other submittals.

ENGINEER review of shop drawings, product literature, samples, and other submittals, such as the contractor's detailed progress schedule, will be for general conformance with the design concept and general compliance with requirements of the construction contract documents. Such review will not relieve the contractors from their responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, product literature, samples, and other submittals is free of errors, inconsistencies, or omissions. ENGINEER review will be based on the requirements in the contract for construction and shall include a maximum of two submissions by the contractor for each shop drawing, product literature, sample, or other submittal. If additional reviews are required, ENGINEER shall be entitled to additional compensation.

Up to 90 original submittals and 30 re-submittals will be reviewed. This includes shop drawings, product literature, samples, schedules, O&M submittals. It is assumed that submittal reviews will require 2 hours of review time on average.

- 4. Review Alternates: Consider and make recommendations regarding the acceptability of alternate materials or equipment proposed by the contractor. Review the alternate proposals and coordinate recommendations with the CITY.
- 5. Safety: ENGINEER shall prepare a set of project instructions and field safety instructions to provide direction to ENGINEER staff and subconsultants to assist with project execution. The primary purpose of these instructions is for internal project management, but will be submitted to the CITY for review and input. ENGINEER shall manage the health, safety, and environmental activities of its staff and the staff of subconsultants to achieve compliance with applicable health and safety laws, regulations, and best management practices. ENGINEER shall notify affected personnel of site conditions that could pose danger to them when observed by the ENGINEER. ENGINEER is not responsible for health or safety precautions of construction workers, nor is ENGINEER responsible for the contractor's compliance with health and safety requirements in the construction contract documents, or with federal, state, and local occupational safety and health laws and regulations.

#### 6. Changes:

<u>Minor Variations in the Work</u>: ENGINEER shall prepare and authorize Field Orders for minor variations in the work which do not involve an adjustment in the contract price or time for construction and are consistent with the intent of the contract documents.

<u>CITY-Requested Change Orders</u>: ENGINEER shall prepare Change Orders and assist the CITY with negotiations and issuance of changes to the contracts for construction. This may include design and engineering services to prepare drawings, specifications, and other information for changes. ENGINEER shall receive and review contractor's responses to requests for change and will obtain such further information as is necessary to evaluate the basis for the contractors' proposals. ENGINEER shall assist the CITY with negotiations of the proposal and, after approval by the CITY, prepare final change order documents for execution by the CITY and contractors.

<u>Contractor-Requested Changes</u>: ENGINEER shall review contractor-requested changes to the contract for construction. ENGINEER shall make recommendations to the CITY regarding acceptability of contractor requests and, after approval of the CITY, assist the CITY in negotiations for the requested change. After agreement and approval, ENGINEER shall prepare final change order documents for execution by the CITY and contractor. This may include design and engineering services to prepare drawings, specifications, and other information for changes.

Up to 2 change orders will be prepared. Each change order will take an average of 8 hours of project engineer time for review, negotiation, preparation, and coordination.

7. Requests for Information (RFI): ENGINEER shall review contractor's requests for information or clarification of the construction contract documents. ENGINEER shall coordinate such review with the design team and with the CITY as appropriate.

ENGINEER shall coordinate and issue responses to the requests and shall log and track RFIs submitted to the ENGINEER.

Up to 30 requests for interpretation/clarification will be reviewed and responses provided. It is assumed that an average of 1 hour of project engineer time will be required for each RFI.

- 8. Startup: Make one two-day visit to the site to assist in startup and initial operations to determine if the facility is operating properly and to familiarize CITY staff with the design intent of the PROJECT. This visit will be made by the ENGINEER'S project manager and lift station project engineer. Startup assistance also will include up to three weeks of on-site programming by one ENGINEER staff member for the SCADA system.
- 9. Review Pay Requests: ENGINEER shall provide recommendations to the CITY as to the acceptability of the contractor pay requests and will advise the CITY as to the status of the total amounts requested, paid, retained, and remaining to be paid under the terms of the construction contract documents. Recommendations by ENGINEER for payment will be based on ENGINEER'S knowledge and information from the CITY RPR regarding progress and acceptability of the Work. Such recommendations do not represent that sufficient field examinations have been made by ENGINEER to ascertain that the contractor has completed the work in exact accordance with the construction contract documents; that ENGINEER has made an examination to ascertain how or for what purpose the contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances. Up to 9 monthly pay requests and one final pay request will be reviewed.

#### Deliverables:

- Four (4) full-size and twelve (12) half-size paper copies of the "Approved for Construction" drawings. Distribution of copies shall be as follows two copies of the full-size drawings and four copies of the half-size drawings shall be for CITY use with the remaining two copies of the full-size drawings and eight copies of the half-size drawings being for use by the contractor.
- One (1) CD of the "Approved for Construction" drawings in .pdf format.
- Fourteen copies of other contract documents, including two copies of the construction contract with original signatures. Four copies, including one copy with original signatures, will be retained by the CITY. Ten copies, including one copy with original signatures, will be provided to the contractor.
- Project Instructions and Field Safety Instructions.
- Other deliverables shall include, as appropriate, minutes of meetings (including the preconstruction conference), approved shop drawings and other submittals, site visit reports, field orders, change orders, recommendations regarding alternates, responses to RFIs, and SCADA programming.
- Recommendations regarding contractor pay requests.

#### Task 2 – Project Closeout

1. Prepare Operation and Maintenance (O&M) Manual: ENGINEER shall organize appropriate contractor submittals and insert these submittals into an O&M manual.

2. Record Drawings: ENGINEER shall revise the original design drawings to reflect available record information provided by the contractor and CITY staff. One reproducible set of full-size mylar drawings and electronic files of all record drawings will be submitted to the CITY.

#### Deliverables

- Five (5) copies each of the draft and final O&M manual.
- One (1) mylar copy and one (1) CD with electronic files of all record drawings.

#### Task 3 – Warranty Inspection Support

Warranty inspection support includes preparing for and attending a one-day on-site inspection approximately 11 months after substantial completion of construction. The ENGINEER'S Project Manager and Project Engineer shall participate in the warranty inspection. ENGINEER shall document the activities and observations related to the warranty inspection in the form of a warranty inspection report to be provided to the CITY.

#### **Deliverables**

• Warranty Inspection Report

#### Task 4 – SDC Project Management

Project Management includes developing project instructions and field safety instructions that define the ENGINEER'S SDC project delivery approach, staffing, subconsultants, responsibilities, quality assurance and quality control (QA/QC) procedures, safety requirements, and project deliverables during PROJECT implementation. ENGINEER shall advise the CITY of ENGINEER'S activities during construction, including preparation and submittal of monthly progress reports to the CITY and holding periodic meetings and consultations with the CITY. To ensure appropriate implementation of the QA/QC plan, all QA/QC activities are considered part of project management and shall be managed and controlled by the ENGINEER'S project manager.

#### **Deliverables**

• Monthly progress reports

#### Task 5 – Additional Services During Construction

As-needed, upon written request from the CITY, ENGINEER shall perform the additional services listed below on a time and materials basis. Costs to perform these services are not included in the fee proposal.

Claim Services: In the event that either the CITY or the contractor submits a claim, such
claim shall be submitted to the ENGINEER. Following written authorization,
ENGINEER will receive, log, and notify the other party about all letters and notices of
claims or disputes between contractor and CITY pertaining to the acceptability of the
work or the interpretation of the requirements of the contract for construction.
ENGINEER will review all such letters and notices and will discuss them with all parties
as necessary to understand each such claim or dispute. ENGINEER will advise the CITY

regarding the contractor's compliance with contract requirements for such claims and disputes. ENGINEER will assist the CITY in discussions with contractors to resolve claims and disputes. ENGINEER will issue decisions on claims and disputes in accordance with the contract for construction.

- Independent Testing, Inspection and Survey Services: The construction contract
  documents require contractors to employ independent firms for material testing,
  specialty inspection, survey, or other services related to verifying the quality and
  quantity of the contractors' work. ENGINEER will review the reports and other
  information prepared and provided by the independent testing firms. ENGINEER shall
  not be responsible for the timeliness, accuracy, or completeness of the work and reports
  of the independent testing, inspection, and survey firms.
- Subsurface and Physical Conditions: Whenever contractor notifies CITY of subsurface or physical conditions at the site for which the contracts for construction require notification, ENGINEER will advise the CITY and inspect the pertinent conditions at the site. ENGINEER will advise the CITY as to the appropriate action(s), and will assist the CITY in responding to the contractor. The effort may include engineering and technical services required to investigate the subsurface or physical conditions.
- Warranties, Guarantees, and Lien Releases: ENGINEER will coordinate with the
  contractors for submission of required warranties, guarantees, lien releases, and other
  similar documents as required by the contracts for construction. ENGINEER will advise
  the CITY as to the acceptability and compliance of these documents with the contracts
  for construction.
- Services related to development of the CITY project financing and/or budget
- Off-site specialty inspections and testing services
- Special inspections for compliance with building codes
- Services related to disputes over pre-qualification, bid protests, bid rejection, and rebidding of the contracts for construction
- Services related to procurement or management of third party contractors
- Services necessary due to default of contractor(s)
- Services related to damages caused by fire, flood, earthquake, or other acts of God
- Services related to the CITY operation and use of the completed project other than as specifically provided in the above scope of work
- Services related to warranty claims and enforcement
- Preparation for and serving as a witness in connection with any public or private hearing or other forum related to the project
- Services supporting the CITY in public relations activities
- Development, coordination, or participation in partnering programs

- Value engineering or similar value analysis studies
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY
- Performing periodic labor evaluations and processing prevailing wage documentation
- Other services requested by the CITY that are not specifically stated as included in the scope of services.

# Basis of Design Scope and Fee Development

The following key assumptions were made in the compilation of this scope of work and the estimated level of effort. These assumptions are in addition to the scope set forth in the foregoing scope of work.

- 1. The CITY will make its facilities accessible to ENGINEER as required for ENGINEER'S performance of services and will provide labor and safety equipment as required by ENGINEER for such access.
- 2. The SDC phase of the PROJECT will last 9 months from authorization to proceed and will be finished during calendar year 2007.
- 3. Any investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination will be conducted as a separate contract.
- 4. SDC for the PROJECT is based on the CITY executing a contract for construction with the CONTRACTOR that is consistent with ENGINEER'S agreement, and that provides the requisite authority for ENGINEER to fulfill its SDC responsibilities.
- 5. SDC are based on the schedule or duration of construction anticipated at the time these services are agreed. Deviations from the anticipated schedule or duration of the construction will materially affect the scope of these services and ENGINEER'S compensation for the work and may require adjustments.
- 6. ENGINEER will not be responsible for the means, methods techniques, sequences or procedures of the contractor, nor shall ENGINEER be responsible for the contractor's failure to perform in accordance with the contract documents.
- 7. Any labor and expenses required to address construction claims, unforeseen subsurface considerations or additional construction requested by the contractor or CITY would be additional costs. Any claims resolution or litigation assistance requested of ENGINEER will constitute additional services.

# Lift Station 19 Improvements

Phase 1 - Replacement Lift Station 19 Design and Services During Bidding

Phase II - Replacement Lift Station 19 Services During Construction

### **ARTICLE 2. COMPENSATION**

Compensation by OWNER to ENGINEER will be as follows:

#### A. MAXIMUM COST

The maximum cost for this PROJECT, as defined by services identified in ARTICLE 1, is three hundred and seventy-six thousand and eighteen dollars and zero cents, (\$376,018.00), which will be billed on a time and materials basis in accordance with Article 2.B below.

The estimated cost breakdown per subtask is shown in the attached Exhibit 1 to Attachment B. ENGINEER may alter the distribution of compensation between individual subtasks to be consistent with services actually rendered, but shall not exceed the maximum amount of \$376,018.00 unless approved in writing by the OWNER through a contract amendment to this agreement.

#### B. ACTUAL COST

Actual cost for services enumerated in ARTICLE 1 will be computed by multiplying ENGINEER's Salary Cost by a factor of 2.08, plus Direct Expenses, plus a service charge of 0 percent Direct Expenses and 0 percent of subcontracts and outside services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes.

#### C. SALARY COST

Salary Cost is the amount of wages or salaries paid ENGINEER'S employees for work performed directly on the PROJECT plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

#### D. DIRECT EXPENSES

Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, special OWNER approved PROJECT specific insurance, letters of credit, bonds, and equipment and supplies; (2) ENGINEER'S current standard rate charges for direct use of ENGINEER'S vehicles, laboratory test and analysis, printing and reproduction services, and certain field equipment; and (3) ENGINEER'S standard project charges for computing systems, special health and safety requirements of Occupational Safety and Health Administration (OSHA), and telecommunications services.

EXHIBIT 1 TO ATTACHMENT B
Fee Estimate - Lift Station 19 Improvements

(Phase I, Replacement Lift Station 19 Design and Services During Bidding, and Phase II, Replacement Lift Station 19 Services During Construction)

City of Grand Island, Nebraska

																							La	bor	Expe	nses	
sk Description	Higbee	Durant	Simon	Day	Monahan	Wagner	Gary Davis	Dave Parks	Meyer	Howard	Evans	Lecznar	Yearsley	Skabo	Gross	Pieper	Robillard	Decker	Carlson	Merrill	Allen Davis	Clerical & Acc't'g	Total (hours)	Total (\$)	Operating & Travel (\$)	Sub's (\$)	то
PHASE 1 - DESIGN																											
ask 1, Design																											
1 Predesign																											
1.1.A Kickoff Meeting		24	16	16																		4	60		\$ 1,645		\$ !
1.1.B Field Survey		4																				4	8	\$ 886	\$ 46	\$ 1,950	\$ :
1.1.C Geotech Investigations		4																				12	16	\$ 1,678	\$ 92	\$ 3,120	\$ 4
1.1.D Flow Estimates		4	4																				8	\$ 1,078			\$ 1
1.1.E Design Criteria		12	4	- 8		2	4			2	4	8		2	2	4	4					4	60	\$ 8,028	\$ 345		\$ 8
.2 30% Design		48	24	20	80	28	8		8	4	12	12				8	40			4		8	304	\$ 36,535			\$ 39
.3 90% Design		60	24	20	160	40	12		2	16	36	36		2	4	40	100	36			40	8	638	\$ 73,578			\$ 78
.4 100% Design	_	24	4	16	20	6	4	_		2	4	4	•	4	2	8	16	8	_	_	40	8	128	\$ 15,265		¢ 5.070	\$ 17
Subtotal	0	180	76	80	260	76	28	0	14	24	56	60	0	4	8	60	160	44	0	4	40	48	1222	\$ 145,171	\$ 12,313	\$ 5,070	\$ 162
ask 2, Services During Bidding							1	T																			
1.1 Bidding		24	8	4	4		2	-								2	2					2	48	\$ 6,254	\$ 1,576		\$ 7
2.2 Bid Evaluation		24	0	-	7			-															0	ψ 0,234	ψ 1,570		φ /
Subtotal	0	24	8	4	4	0	2	0	0	0	0	0	0	0	0	2	2	0	0	0	0	2		\$ 6,254	\$ 1.576	s -	\$ 7
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Task 3, Design Project																											
Management																											
8.1 Project Management		16	40																			24	80	\$ 9,233	\$ 1,760		\$ 10
3.2 QC	12												16		12					4			44	\$ 7,661	\$ 253		\$ 7
Subtotal	12	16	40	0	0	0	0	0	0	0	0	0	16	0	12	0	0	0	0	4	0	24	124		\$ 2,013	\$ -	\$ 18
PHASE 1 TOTALS															20	60	162	44	0	•	40	71		A 400 040	¢ 15 002	\$ 5,070	¢ 400
	12	220	124	84	264	76	30	0	14	24	56	60	16	4	20	62	162	44		8	40	74	1394	\$ 168,319	\$ 15,902	ψ 0,070	\$ 165
PHASE 2 - SERVICES DURING CON			124	84	264	76	30	0	14	24	56	60	16	4	20	02	102	44		8	40	74	1394	\$ 168,319	\$ 15,902	<b>y 0,070</b>	\$ 769
PHASE 2 - SERVICES DURING CON Task 1, Services During Constuction		<u>TION</u>			264	76	30	0	14	24	56	60	16	4	20	02	162	44		8	40	74	1394	\$ 168,319		Ψ 3,070	
PHASE 2 - SERVICES DURING CON Task 1, Services During Constuction Preconstruction Conference		<b>TION</b> 20	124			76	30	0	14	24	56	60	16	4	20	02	102	44		8	40	74	1394	\$ 4,599	\$ 459		\$ 5
PHASE 2 - SERVICES DURING CON Fask 1, Services During Constuction Preconstruction Conference Site Visits		20 36	12	104					14	24			16	4			102	44			40	8	32 148	\$ 4,599 \$ 22,290	\$ 459 \$ 2,250		\$ 5 \$ 34
PHASE 2 - SERVICES DURING CON Task 1, Services During Constuction Preconstruction Conference Site Visits Shop Drawing Review		20 36 28	12	104		12	2 12		14	24	12	12	16	4	8	32	162	44	32		40	8	32 148 236	\$ 4,599 \$ 22,290 \$ 32,015	\$ 459 \$ 2,250 \$ 3,252		\$ 5 \$ 34 \$ 35
PHASE 2 - SERVICES DURING CON Task 1, Services During Constuction Preconstruction Conference Site Visits Shop Drawing Review Review Alternates		20 36 28 12	12 8 4	104 80 8					14	24			16	4			162	44			40	8	32 148 236 40	\$ 4,599 \$ 22,290 \$ 32,015 \$ 5,753	\$ 459 \$ 2,250 \$ 3,252 \$ 600		\$ 5 \$ 34 \$ 35 \$ 6
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PHASE 2 - SERVICES DURING CON ask 1, Services During Ponstruction reconstruction Conference itie Visits inop Drawing Review teview Alternates afety ield and Change Orders		20 36 28 12 24 16 16	12 8 4 4 6	104 80 8 16 16	8	12	2 12			24			16	4	8 4	32	102	44	32		40	8	32 148 236 40 28 56 40 168	\$ 4,599 \$ 22,290 \$ 32,015 \$ 5,753 \$ 4,138 \$ 7,617 \$ 5,936 \$ 23,532	\$ 459 \$ 2,250 \$ 3,252 \$ 600 \$ 441 \$ 786 \$ 593 \$ 2,378		\$ 5 \$ 34 \$ 35 \$ 6 \$ 4 \$ 8 \$ 6 \$ 25
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#### RESOLUTION 2006-42

WHEREAS, the City of Grand Island invited proposals for Consulting Engineering Services for Lift Station No. 19 in accordance with a Request for Proposal on file with the Public Works Department; and

WHEREAS, one proposal was received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, CH2M Hill of Englewood, Colorado, submitted a proposal in accordance with the terms of the request for proposals and all statutory requirements contained therein and the City Procurement Code, such proposal being for actual costs with a maximum dollar amount of \$376,018.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of CH2M Hill of Englewood, Colorado, for consulting engineering services for Lift Station No. 19 for actual costs with a maximum dollar amount of \$376,018.00 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2006.

	Margaret Hornady
	City Council President / Interim Mayor
Attest:	
RaNae Edwards, City Clerk	



# **City of Grand Island**

# Tuesday, February 28, 2006 Council Session

# Item G3

#2006-58 - Approving Agreement With Olsson Associates for Consulting Engineering Services to Conduct a Noise Study Along Capital Avenue; From Moores Creek Drain to Webb Road

Staff Contact: Steven P. Riehle, Public Works Director

City of Grand Island City Council

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

Meeting: February 28, 2006

**Subject:** Approving Agreement with Olsson Associates

for Consulting Engineering Services to Conduct a Noise Study Along Capital Avenue; From

Moores Creek Drain to Webb Road

**Item #'s:** G-3

**Presenter(s):** Steven P. Riehle, Public Works Director

## **Background**

A noise study is being required by the Federal Highway Administration before any acquisition of Right-of-Way can occur. A request for proposals to performConsulting Engineering Services for the Noise Study was developed.

The request for proposals was advertised in the Grand Island Independent on February 4, 2006 and mailed to four (4) engineering firms. One (1) proposal was received from Olsson Associates of Grand Island, Nebraska.

# **Discussion**

An agreement for the study was negotiated for the work to be performed at actual costs with a maximum dollar amount of \$24,975.

### **Alternatives**

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

- 1. Move to approve a resolution authorizing the mayor to execute the agreement.
- 2. Refer the issue to a Committee.
- 3. Postpone the issue to a future date.
- 4. Take no action on the issue.

# Recommendation

City Administration recommends that the Council approve the agreement for actual costs with a maximum amount of \$24,975.

# **Sample Motion**

Move to approve the agreement with Olsson Associates to perform Consulting Engineering services for the Noise Study along Capital Avenue.

# LETTER AGREEMENT FOR PROFESSIONAL SERVICES

February 23, 2006

Steve Riehle, Public Works Director City of Grand Island P.O. Box 1968 Grand Island. NE 68802

Re: AGREEMENT FOR PROFESSIONAL SERVICES
TRAFFIC NOISE STUDY
CAPITAL AVENUE "Project"
GRAND ISLAND, NEBRASKA

Dear Mr. Riehle

It is our understanding that the City of Grand Island, Nebraska ("Client") requests Olsson Associates ("OA") to perform the following services pursuant to the terms of this Letter Agreement, OA's General Provisions and Exhibit "A" attached thereto (hereinafter "the Agreement") for the Project.

- 1. OA has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and Exhibit "A" attached thereto) which are expressly made a part of and incorporated into this Agreement by this reference. In the event of any conflict or inconsistency between this Agreement and the General Provisions regarding the services to be performed by OA, the requirements of this Agreement shall take precedence.
- OA shall provide Client all Basic Services as more specifically described in Exhibit "A" hereto. Should Client request work not described and included in the above, Description of Basic Services, such as Additional Services, Consultant shall invoice Client for such services on the basis of Salary Costs times a factor of 2.5 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. OA shall not commence work on Additional Services without Client's prior approval in writing.

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

#### SCHEDULE FOR CONSULTANT'S SERVICES

3. Unless otherwise agreed, OA would expect to begin performing its services under this Agreement promptly upon your signing.

Anticipated Start Date: March 1, 2006

Anticipated Completion Date: May 31, 2006

#### **COMPENSATION**

4. Client shall pay to OA for the performance of the Services the actual time of personnel performing such Services at the current professional and staff rates and all Actual reimbursable expenses not to exceed **Twenty-Four Thousand Nine Hundred Seventy-Five Dollars (\$24,975**)

These financial arrangements are proposed with the assumption OA's bills will be paid promptly and the Project will progress orderly and continuously. Client agrees to pay OA the amounts due for services rendered and expenses incurred pursuant to the terms of this Agreement within thirty (30) days after OA has provided its invoice for such services.

#### TERMS AND CONDITIONS OF SERVICE

- 5. We have discussed with you the risks, rewards and benefits of the Project and our fees for services. The risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, OA's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through us under this Agreement, shall not exceed the total construction costs of this project under this Agreement. Client acknowledges that such causes include, but are not limited to, OA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- 6. The Agreement represents the entire understanding between Client and OA with respect to the Project and may only be modified in writing signed by both parties.
- 7. If this proposal satisfactorily sets forth your understanding of our agreement, please sign the Letter Agreement in the space provided (indicating Client's designated Project representative if different from the party signing the Agreement). Retain a copy for your files and return an executed original to OA. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

8. By signing below, you acknowledge that you have full authority to bind Client to this agreement. **OLSSON ASSOCIATES** By\_\_\_\_\_Kevin L. Prior Title Vice President If you are in agreement with the preceding proposal, please sign: CITY OF GRAND ISLAND "Client" By \_\_\_\_\_\_
Jay Vavricek Title Mayor Dated: If different from above, Attest: Steven P. Riehle, Public Works Director RaNae Edwards, City Clerk Approved as to Form: Doug Walker, City Attorney

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#### **GENERAL PROVISIONS**

These General Provisions are attached to and made a part of a LETTER AGREEMENT, dated February 23, 2006, between the City of Grand Island, Nebraska (CLIENT) and Olsson Associates (OA) for professional services in connection with Traffic Noise Study, Capital Avenue, Grand Island, Nebraska (hereinafter called the "Project").

#### SECTION 1—OA'S BASIC SERVICES

See Exhibit "A", attached.

#### SECTION 2—ADDITIONAL SERVICES OF OA

- 2.1 Unless otherwise expressly included, OA's normal and customary engineering services described here or in the LETTER AGREEMENT do not include the following categories of work which shall be referred to as Additional Services.
- 2.2. If CLIENT and OA mutually agree to perform any of the following Additional Services, CLIENT will provide written approval of the agreed upon scope of services, and OA shall perform or obtain from others such services and will be paid therefore as provided in the LETTER AGREEMENT. EITHER CLIENT or OA may elect not to perform all or any of the following Additional Services without cause or explanation:
- 2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project in addition to those required under Basic Services; preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.
- 2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.
- 2.2.3 Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by CLIENT where changes are due to causes beyond OA's control.
- 2.2.4 Providing renderings or models.
- 2.2.5 Preparing documents for alternate bids requested by CLIENT for work which is not executed or for out-of-sequence work.
- 2.2.6 Detailed consideration of operations, maintenance and overhead expenses; value engineering and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.
- 2.2.7 Furnishing the services of independent professional associates or consultants for work other than Basic Services.
- 2.2.8 If OA's compensation for Basic Services is not on the basis of Direct Labor or Salary Costs, Additional Services shall include services necessary due to the Client's award of more than one prime contract for the Project, services necessary due to the construction contract containing cost plus or incentive-savings provisions, services necessary in order to arrange for performance by persons other than the prime

- contractor and those services necessary to administer CLIENT's contract(s).
- 2.2.9 Services in connection with staking out the work of Contractor(s).
- 2.2.10 Services during out-of-town travel other than visits to the site.
- 2.2.11 Preparation of operating and maintenance manuals to supplement Basic Services.
- 2.2.12 Services to redesign some or all of the Project.
- 2.2.13 Preparing to serve or serving as a consultant or witness or assisting CLIENT with any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.
- 2.3 When required by the Agreement or Contract Documents in circumstances beyond OA's control, OA shall perform or obtain from others any of the following Additional Services as circumstances require during construction and without waiting for specific instructions from CLIENT, and OA will be paid therefore as provided in the Letter Agreement:
- 2.3.1 Services in connection with work directive changes and change orders to reflect the changes requested by CLIENT if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
- 2.3.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.
- 2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- 2.3.4 Additional or extended services during construction made necessary by (1) work damage by fire or other causes during construction, (2) a significant amount of defective, inefficient or neglected work by any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor.

#### SECTION 3—CLIENT'S RESPONSIBILITIES

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

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- 3.2 If CLIENT fails to make any payment due OA for services and expenses within thirty (30) days after receipt of OA's statement therefore, OA may, after giving seven days' written notice to CLIENT, suspend services to CLIENT under this Agreement until OA has been paid in full all amounts due for services, expenses and charges.
- 3.3 Payments to OA shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the CLIENT of offsetting reimbursements or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from OA's compensation for any reason unless OA has been found to be legally liable for such amounts.
- 3.4 CLIENT shall also do the following and pay all costs incident thereto:
- 3.4.1 Furnish to OA any borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which OA may rely upon in performing services hereunder.
- 3.4.2 Guarantee access to and make all provisions for OA to enter upon public and private property.
- 3.4.3 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor(s)' applications for payment, and any inspection services to determine if Contractor(s) are performing the work legally.
- 3.4.4 Provide engineering surveys to establish reference points for construction.
- 3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.
- 3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating the activities of the various prime contractors.
- 3.5 CLIENT shall pay all costs incident to obtaining bids or proposals from Contractor(s).
- 3.6 CLIENT shall pay all permit application review costs for government authorities having jurisdiction over the Project.
- 3.7 Contemporaneously with the execution of the LETTER AGREEMENT, CLIENT shall designate in writing an individual to act as its duly authorized Project representative.

#### **SECTION 4—MEANING OF TERMS**

4.1 As used herein, the term "this Agreement" refers to these General Provisions, the LETTER AGREEMENT to which these General Provisions refer, and any other exhibits or

attachments made a part thereof as if they were part of one and the same document.

- 4.2 The "construction cost" of the entire Project (herein referred to as "Construction Cost") means the total cost to CLIENT of those portions of the entire Project designed and specified by OA, but it will not include OA's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to CLIENT pursuant to Section 3.
- 4.3 The "Salary Costs": Used as a basis for payment mean salaries and wages (basic and incentive) paid to all OA's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.
- 4.4 "Reimbursable Expenses: The expenses incurred by OA or OA's independent professional associates or consultants, *i.e. WTI*, directly or indirectly in connection with the Project, and shall be included in periodic billing as applicable as follows: (Revised per City of Grand Island Attorney.)

Classification	Costs
Automobiles	\$0.45/mile*
Suburbans and Pick-Ups	\$0.60/mile
Duplication	
In-house	Actual Cost
Outside	Actual Cost
Meals	Actual Cost
Postage & Shipping	
Charges for Project	
Related Materials	Actual Cost
Film and Photo	
Developing	Actual Cost
Telephone and	
Fax Transmissions	Actual Cost
Miscellaneous Materials	
& Supplies Applicable	
only to this Project	Actual Cost
Subconsultants	Actual Cost

- \* IRS Standard Mileage Rate (Subject to Change)
- 4.5 "Certify" or "a Certification": A statement of OA's opinion, based on its observation of conditions, to the best of OA's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that OA's certification shall not relieve the CLIENT or the CLIENT's contractors of any responsibility or obligation they may have by industry custom or under any contract.

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- 4.6 "Cost Estimate": An opinion of probable construction cost made by OA. In providing opinions of probable construction cost, it is recognized that neither the CLIENT nor OA has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on OA's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the CLIENT's budget or from any opinion of probable cost prepared by OA.
- 4.7 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.
- 4.8 "Inspect" or "Inspection": The visual observation of construction to permit OA, as an experienced and qualified professional, to determine that the Work when completed by the Contractor, generally conforms to the Contract Documents. In making such inspections, OA makes no guarantees for, and shall have no authority or control over, the Contractor's performance or failure to perform the Work in accordance with the Contract Documents. OA shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.
- 4.9 "Record Documents": Drawings prepared by OA upon the completion of construction based upon the drawings and other data furnished to OA by the Contractor and others showing significant changes in the Work made during construction. Because Record Documents are prepared based on unverified information provided by others, OA makes no warranty of the accuracy or completeness of the drawings.

#### **SECTION 5—TERMINATION**

- 5.1 Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:
- 5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- 5.1.2 Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- 5.1.3 Suspension of the Project or OA's services by the CLIENT for more than ninety (90) calendar days, consecutive or in the aggregate;
- 5.1.4 Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- 5.2 In the event of a "for cause" termination of this Agreement by either party, the CLIENT shall within fifteen (15)

calendar days of termination pay OA for all services rendered and all reimbursable costs incurred by OA up to the date of termination, in accordance with the payment provisions of this Agreement.

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

#### **SECTION 6—DISPUTE RESOLUTION**

- **6.1. Mediation** (Omitted per City of Grand Island Attorney.)
- 6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.
- 6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.
- 6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

#### SECTION 7—MISCELLANEOUS

#### 7.1 Reuse of Documents

All documents, including Drawings and Specifications prepared or furnished by OA (and OA's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and OA shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or

19-3868.01 Page 3 of 5

on any other project. Any reuse without written verification or adaptation by OA for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to OA, or to OA's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless OA and OA's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle OA to further compensation at rates to be agreed upon by CLIENT and OA.

#### 7.2 Electronic Files

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

#### 7.3 Opinions of Cost

Since OA has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, OA's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of OA's experience and qualifications and represent OA's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but OA cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by OA. If prior to the Bidding or Negotiating Phase CLIENT wishes greater assurance as to Total Project or

Construction Costs, CLIENT shall employ an independent cost estimator as provided in paragraph 3.4.3. OA's services to modify the Contract Documents to bring the Construction Cost within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

#### 7.4 Controlling Law and Venue

- 7.4.1 The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska.
- 7.4.2 Any legal action between OA and CLIENT arising out of this AGREEMENT shall be brought in a court of competent jurisdiction located in Lancaster County, Nebraska.
- **7.5 Subconsultants** (Revised per City of Grand Island Attorney.)

OA may utilize as necessary in its discretion Subconsultants and other subcontractors. OA will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement. WTI is the only approved subconsultant for this project.

#### 7.6 Assignment

- 7.6.1 CLIENT and OA each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and OA (and to the extent permitted by paragraph 7.6.2 the assigns of CLIENT and OA) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- 7.6.2. Neither CLIENT nor OA shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent OA from employing such subconsultants and other subcontractors as OA may deem appropriate to assist in the performance of services under this Agreement.
- 7.6.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and OA, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and OA and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

19-3868.01 Page 4 of 5

#### 7.7 Indemnity

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

# **7.8 Limitation on Damages** (Omitted per City of Grand Island Attorney.)

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor OA, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and OA shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

#### 7.9 Entire Agreement

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

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19-3868.01 Page 5 of 5

#### EXHIBIT "A" to GENERAL PROVISIONS attached to LETTER AGREEMENT BETWEEN OA AND CLIENT FOR PROFESSIONAL SERVICES, dated February 23, 2006 DESCRIPTION OF BASIC PROFESSIONAL SERVICES

This is an exhibit attached to and made a part of the General Provisions attached to the Proposed Letter Agreement dated February 23, 2006 between the City of Grand Island, Nebraska ("Client") and Olsson Associates ("OA") providing for professional services. The Basic Services of OA are as indicated below.

#### **GENERAL**

OA shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice, and furnishing customary engineering services incidental thereto.

#### TRAFFIC NOISE STUDY - CAPITAL AVENUE, GRAND ISLAND, NEBRASKA

OA will complete a Traffic Noise Study in accordance with 23 CFR Part 772 Standards and the Nebraska Department of Roads Noise Analysis and Abatement Policy (May 1998) for the project. The noise analysis will be completed using the most recent version of the Traffic Noise Model (TNM).

#### A. NOISE STUDY REPORT

The Noise Study report will be prepared to include, but not limited to the following:

- 1. General information regarding the nature of noise and measurement of sound, noise abatement criteria and noise prediction method used.
- 2. Project description.
- 3. Table showing existing and future traffic counts (ADT or DHY) as well as medium and heavy truck percentages, all to be used in conjunction with TNM.
- 4. Field noise measurements will be taken. These measurements will be included in a table with location, distance from project centerline, and noise levels.
- 5. Information about land use adjacent to project.
- 6. Table showing the following:
  - a. Receptor ID (home address or business name if possible)
  - b. Distance from project centerline
  - c. Modeled existing noise level (TNM results)
  - d. Predicted future no-build noise level (TNM results)
  - e. Predicted future build noise level (TNM results)
  - f. Leg noise abatement criteria (66 or 71 dBA)

- g. Specify if build situation approaches or exceeds Leq criteria (yes or no)
- 7. Analysis, including a table showing scoring results of each site using NDOR Policy, and discussion of noise abatement for those impacted receivers or areas (address feasibility and reasonability criteria).
- 8. Detour information (lane closures, how many will remain open)
- 9. Conclusion stating findings (how many impacted receptors in existing, no-build and build situations, noise abatement results).
- 10. List of references.
- 11. Diagrams using aerials or topography maps identifying:
  - a. Receivers adjacent to project
  - b. Areas for possible noise abatement
  - c. 66 and 71 dBA noise contour lines

#### B. **PUBLIC MEETING**

OA will conduct a public information meeting to present the findings of the noise study and give the public an update on the project. At the meeting, the plans and mosaic boards will be displayed for the public to view and the public will be provided the opportunity to express their concerns to the design team. This phase will include an update to the project web site.

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# Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

Working Together for a Better Tomorrow, Today

# REQUEST FOR PROPOSAL FOR CONSULTING SERVICES FOR NOISE STUDY ALONG CAPITAL AVENUE

RFP DUE DATE: February 21, 2006 at 11:00 a.m.

**DEPARTMENT:** Public Works

PUBLICATION DATE: February 4, 2006

NO. POTENTIAL BIDDERS: 4

**SUMMARY OF PROPOSALS RECEIVED** 

Olsson Associates
Grand Island, NE

cc: Steve Riehle, Public Works Director Gary Greer, City Administrator Dale Shotkoski, Purchasing Agent

Danelle Collins, Admin. Assist. PW David Springer, Finance Director Laura Berthelsen, Legal Assistant

P1068

#### RESOLUTION 2006-58

WHEREAS, the City of Grand Island invited proposals for Consulting Engineering Services for a Noise Study Along Capital Avenue in accordance with a Request for Proposal on file with the Public Works Department; and

WHEREAS, one proposal was received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Olsson Associates 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, such proposal being for actual costs with a maximum dollar amount of \$24,975.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Olsson Associates of Grand Island, Nebraska, for consulting engineering services for a Noise Study along Capital Avenue for actual costs with a maximum dollar amount of \$24,975 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2006.

	Margaret Hornady
	City Council President / Interim Mayor
Attest:	



# **City of Grand Island**

# Tuesday, February 28, 2006 Council Session

# Item G4

#2006-59 - Approving Bid Award for Hot-Mix Asphaltic Concrete for 2006

Staff Contact: Steven P. Riehle, Public Works Director

City of Grand Island City Council

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

Meeting: February 28, 2006

**Subject:** Approving Bid Award for Hot-Mix Asphaltic Concrete

for 2006

**Item #'s:** G-4

**Presente r**(**s**): Steven P. Riehle, Public Works Director

# **Background**

On February 10, 2006 the Street & Transportation Division of the Public Works Department advertised for bids for the purchase of hot-mix asphalt ic concrete to be used in conjunction with in-house asphalt work throughout the calendar year 2006.

### **Discussion**

Two bids were received and opened on February 22, 2006. Both bids were submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids is shown below.

Vendor	Exceptions	Unit Prices
Gary Smith		Type "A" – \$24.97/ton
Construction	None	Type "B" - \$19.40/ton
Grand Island, NE		Type "C" – \$23.50/ton
J.I.L. Asphalt Paving		Type "A" - \$26.15/ton
Grand Island, NE	None	Type "B" - \$21.15/ton
		Type "C" – \$23.98/ton

The estimated quantities are as follows:

Type of Asphaltic Concrete	Estimated Quantities	Unit Price	Total Dollar Amount.
"A"	500 tons	\$24.97	\$12,485
"B"	1000 tons	\$19.40	\$19,400
"C"	500 tons	\$23.50	\$11,750

There are sufficient funds in Account No. 10033503-85547 to purchase this material.

### **Alternatives**

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

- 1. Approve awarding the bid to Gary Smith Construction Company at \$24.97/ton for Type A; \$19.40/ton for Type B; and \$23.50/ton for Type C hot-mix asphaltic concrete.
- 2. Refer the issue to a Committee
- 3. Postpone the issue to a future date.
- 4. Take no action on the issue.

# Recommendation

City Administration recommends that the Council approve awarding the purchase of the hot-mix asphaltic concrete to Gary Smith Construction Co. of Grand Island, Nebraska.

## **Sample Motion**

Move to approve the award of the contract.

# Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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#### **BID OPENING**

BID OPENING DATE: February 22, 2006 at 11:00 a.m.

FOR: Asphalt Hot Mix for 2006

**DEPARTMENT:** Public Works

**ESTIMATE:** \$30.00 per ton

FUND/ACCOUNT: 10033503-85547

PUBLICATION DATE: February 10, 2006

NO. POTENTIAL BIDDERS: 2

#### **SUMMARY**

Bidder:	J.I.L. Asphalt Paving Co.	Gary Smith Construction Co.
	Grand Island, NE	Grand Island, NE
Bid Price:		

 Type A:
 \$26.15
 \$24.97

 Type B:
 \$21.15
 \$19.40

 Type C:
 \$23.98
 \$23.50

cc: Steve Riehle, Public Works Director Scott Johnson, Street Superintendent Danelle Collins, Admin. Assist. PW Gary Greer, City Administrator Dale Shotkoski, Purchasing Agent Laura Berthelsen, Legal Assistant

P1070

#### RESOLUTION 2006-59

WHEREAS, the City of Grand Island invited sealed bids for furnishing Asphalt Hot-Mix for 2006, according to plans and specifications on file with the Street Division of the Public Works Department; and

WHEREAS, on February 22, 2006, bids were received, opened and reviewed; and

WHEREAS, Gary Smith Construction Co. of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$24.97 per ton for Type "A" asphaltic concrete, \$19.40 per ton for Type "B" asphaltic concrete, and \$23.50 per ton for Type "C" asphaltic concrete; and

WHEREAS, the total cost based on the estimated usage for the 2006 construction season at the above-identified prices will be approximately \$43,635.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Gary Smith Construction Co. of Grand Island, Nebraska, in the amount of \$24.97 per ton for Type "A", \$19.40 per ton for Type "B" asphalt hotmix and \$23.50 per ton for Type "C" asphaltic concrete hot-mix is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that a contract for such project between the City and such contractor be entered into, and 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 28, 2006.

	Margaret Hornady
	City Council President / Interim Mayor
Attest:	
RaNae Edwards, City Clerk	

Approved as to Form ¤ \_\_\_\_\_\_ February 23, 2006 ¤ City Attorney



# **City of Grand Island**

# Tuesday, February 28, 2006 Council Session

# Item G5

#2006-60 - Approving Bid Award for Concrete Ready-Mix for 2006

Staff Contact: Steven P. Riehle, Public Works Director

City of Grand Island City Council

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

Meeting: February 28, 2006

**Subject:** Approving Bid Award for Concrete Ready-Mix for 2006

**Item #'s:** G-5

**Presente r(s):** Steven P. Riehle, Public Works Director

# **Background**

On February 10, 2006 the Street & Transportation Division of the Public Works Department advertised for bids for the purchase of portland cement concrete ready-mix to be used in conjunction with in-house concrete repairs throughout the calendar year 2006.

### **Discussion**

Three bids were received and opened on February 22, 2006. All three bids were submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids is shown below.

Vendor	Exceptions	Unit Prices
Brodsky's Ready-Mix		
Grand Island, NE	None	\$58.00 per cubic yard
Gerhold Concrete Company		
Grand Island, NE	None	\$58.50 per cubic yard
Consolidated Concrete		
Grand Island, NE	None	\$61.50 per cubic yard

The estimated quantity of portland cement concrete ready-mix is 1600 cubic yards; for an estimated total of \$92,800.00.

There are sufficient funds in Account No. 10033503-85547 to purchase this material.

### **Alternatives**

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

- 1. Approve awarding the bid to Brodsky's Ready-Mix in the amount of \$58.00 per cubic yard.
- 2. Refer the issue to a Committee
- 3. Postpone the issue to a future date.
- 4. Take no action on the issue.

### **Recommendation**

City Administration recommends that the Council approve awarding the contract for the purchase of the portland cement concrete ready-mix to Brodsky's Ready-Mix of Grand Island, Nebraska.

### **Sample Motion**

Move to approve the award of the contract.

# Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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#### **BID OPENING**

BID OPENING DATE: February 22, 2006 at 11:15 a.m.

FOR: Concrete Ready Mix for 2006

**DEPARTMENT:** Public Works

ESTIMATE: \$60.00 per cubic yard

FUND/ACCOUNT: 10033503-85547

PUBLICATION DATE: February 10, 2006

NO. POTENTIAL BIDDERS: 3

#### **SUMMARY**

Bidder: Gerhold Concrete Co. Consolidated Concrete

Grand Island, NE Grand Island, NE

Bid Price: \$58.50 per cubic yard \$61.50 per cubic yard

Bidder: Brodsky's Ready-Mix

Grand Island, NE

Bid Price: \$58.00 per cubic yard

cc: Steve Riehle, Public Works Director

Danelle Collins, Admin. Assist. PW Dale Shotkoski, Purchasing Agent Scott Johnson, Street Superintendent Gary Greer, City Administrator Laura Berthelsen, Legal Assistant

P1071

#### RESOLUTION 2006-60

WHEREAS, the City of Grand Island invited sealed bids for furnishing Portland Cement Concrete Ready-Mix for 2006 for the Street & Transportation Division, according to plans and specifications on file with the Street Division of the Public Works Department; and

WHEREAS, on February 22, 2006, bids were received, opened and reviewed; and

WHEREAS, Brodsky's Ready-Mix of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$58.00 per cubic yard; and

WHEREAS, the total cost based on the estimated usage for the 2006 construction season at the above-identified price, will be approximately \$92,800.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Brodsky's Ready-Mix of Grand Island, Nebraska, in the amount of \$58.00 per cubic yard for Portland cement concrete ready-mix is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that a contract for such project between the City and such contractor be entered into, and 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 28, 2006.

	Margaret Hornady
	City Council President / Interim Mayor
Attest:	
RaNae Edwards, City Clerk	



## Tuesday, February 28, 2006 Council Session

## Item G6

**#2006-61 - Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2006** 

Staff Contact: Steven P. Riehle, Public Works Director

## **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

Meeting: February 28, 2006

**Subject:** Approving Bid Award for Concrete Pavement and Storm

Sewer Repairs for 2006

**Item #'s:** G-6

**Presente r**(**s**): Steven P. Riehle, Public Works Director

### **Background**

On February 10, 2006 the Street & Transportation Division of the Public Works Department advertised for bids for concrete pavement and storm sewer repair for the calendar year 2006.

### **Discussion**

Two bids were received and opened on February 22, 2006. All bids were submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids is shown below.

Vendor	Exceptions	Bid Security	Total Bid
O.K. Paving			\$476,835.00
Hordville, NE	None	Cashier's Check	
The Diamond Engineering Co.		Universal Surety Co.	\$443,911.50
Grand Island, NE	None		

There are sufficient funds in Account No. 10033506-85351 (Concrete Repair), 10033504-85318 (Storm Sewer Repair), 10033503-85318 (Curb & Gutter), and 10033503-85547 (Materials) to fund this contract. This is a calendar year contract that extends beyond the current fiscal year. In the event that funds become unavailable in the fiscal year 2006/2007, the scope of work for this contract will be scaled down accordingly.

### **Alternatives**

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

- 1. Approve awarding the bid to The Diamond Engineering Company.
- 2. Refer the issue to a Committee.
- 3. Postpone the issue to a future date.
- 4. Take no action on the issue.

### **Recommendation**

City Administration recommends that the Council approve awarding the contract to The Diamond Engineering Company of Grand Island, Nebraska, for the amount of \$443,911.50.

## **Sample Motion**

Move to approve the award of the contract for concrete pavement and storm sewer repair for 2006.

# Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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#### **BID OPENING**

BID OPENING DATE: February 22, 2006 at 11:30 a.m.

FOR: Concrete Pavement & Storm Sewer Repair 2006

**DEPARTMENT:** Public Works

**ESTIMATE:** \$600,000.00

FUND/ACCOUNT: 10033506-85351

10033504-85318 10033503-85318 10033503-85547

PUBLICATION DATE: February 13, 2006

NO. POTENTIAL BIDDERS: 4

#### **SUMMARY**

Bidder: O.K. Paving The Diamond Engineering Co.

Hordville, NE Grand Island, NE

Bid Security: \$23.850.00 Universal Surety Company

**Exceptions:** None None

Bid Price: \$476,835.00 \$443,911.50

cc: Steve Riehle, Public Works Director Scott Johnson, Street Superintendent

Danelle Collins, Admin. Assist. PW Gary Greer, City Administrator
Dale Shotkoski, Purchasing Agent Laura Berthelsen, Legal Assistant

P1072

WHEREAS, the City of Grand Island invited sealed bids for Concrete Pavement and Storm Sewer Repair 2006, according to plans and specifications on file with the Street Division of the Public Works Department; and

WHEREAS, on February 22, 2006, bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$443,911.50; and

WHEREAS, The Diamond Engineering Company's bid is less than the engineer's estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$443,911.50 for Concrete Pavement and Storm Sewer Repair 2006 is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that a contract for such project between the City and such contractor be entered into, and 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 28, 2006.

	Margaret Hornady
	City Council President / Interim Mayor
Attest:	
RaNae Edwards, City Clerk	



## Tuesday, February 28, 2006 Council Session

## Item G7

#2006-62 - Approving Acquisition of Utility Easement - 1215 East Hwy. 30 - TLK Storage, LLC

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

**Staff Contact: Gary R. Mader** 

WHEREAS, a public utility easement is required by the City of Grand Island, from TLK Storage, LLC, a Nebraska limited liability company, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on February 28, 2006, for the purpose of discussing the proposed acquisition of an easement and right-of-way through a part of Lot Two (2) Luzenac Third Subdivision in the city of Grand Island, Hall County, Nebraska, the twenty (20.0) foot wide easement and right-of-way being more particularly described as follows:

Beginning at the southwest corner of Lot Two (2) Luzenac Second Subdivision, also being a lot corner of Lot Two (2) Luzenac Third Subdivision; thence easterly along a northerly line of said Lot Two (2) Luzenac Third Subdivision and its extension on a bearing of N89°58'07"E, a distance of two hundred thirty and two tenths (230.2) feet to the easterly line of said Lot Two (2) Luzenac Third Subdivision; thence southerly along the easterly line of said Lot Two (2) Luzenac Third Subdivision on a bearing of S00°00'00"E, a distance of twenty (20.0) feet; thence westerly parallel to the northerly line of said Lot Two (2) Luzenac Third Subdivision and its extension on a bearing of S89°58'07"W, a distance of two hundred eighty one and three tenths (281.3) feet to the westerly line of said Lot Two (2) Luzenac Third Subdivision; thence northerly along the westerly line of said Lot Two (2) Luzenac Third Subdivision on a bearing of N00°00'00"W, a distance of twenty (20.0) feet; thence easterly along an extension of the northerly line of said Lot Two (2) Luzenac Third Subdivision on a bearing of N89°58'07"E, a distance of fifty one and one tenth (51.1) feet to the said Point of Beginning.

The above-described easement and right-of-way containing 0.129 acres, more or less, as shown on the plat dated February 7, 2006, 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 TLK Storage, LLC, a Nebraska limited liability company, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2006.

Margaret Hornady
City Council President / Interim Mayor

Attest:

RaNae Edwards, City Clerk	



## Tuesday, February 28, 2006 Council Session

## Item G8

#2006-63 - Approving Agreement for Construction Occupancy - 1215 East Hwy 30 - TLK Storage, LLC

Staff Contact: Gary R. Mader

## Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: February 28, 2006

**Subject:** Agreement for Construction Occupancy – 1215 E.

Highway 30 TLK Storage, LLC

**Item #'s:** G-8

**Presenter(s):** Gary R. Mader, Utilities Director

### **Background**

The Utilities Department will be constructing a water line in the easement at the north side of Lot 2, Luzenac Third Subdivision. Nebraska State Law requires that acquisition of property or property right must be approved by City Council. The Utilities Department needs to acquire a construction easement adjacent to the permanent easement.

### **Discussion**

The construction easement will be a temporary easement that will provide a place to deposit dirt from the water line trench, provide access to the construction area, and provide a location for construction materials while the line is built. The easement will cease to exist upon completion of the construction for Water Main Project 2005-W-12.

### **Alternatives**

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

- 1. Make a motion to approve the Agreement for Construction Occupancy at 1215 East Highway 30
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

### Recommendation

City Administration recommends that the Council approve the Agreement for Construction Occupancy between the City of Grand Island and TLK Storage, LLC.

### **Sample Motion**

Motion to approve the Agreement for Construction Occupancy.

#### AGREEMENT FOR 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 TLK Storage, LLC, a Nebraska limited liability company, herein referred to as "Owner", whether one or more.

#### **Recitals**

WHEREAS, the City intends to construct water mains on property owned by Owner, and

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

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 premises to-wit:

Beginning at the Southwest corner of Lot Two (2) Luzenac Second Subdivision in the city of Grand Island, Hall County, Nebraska, also being a lot corner of Lot Two (2) Luzenac Third Subdivision; thence easterly along a northerly line of said Lot Two (2) Luzenac Third Subdivision and its extension on a bearing of N89°58'07"E, a distance of two hundred thirty and two tenths (230.2) feet to the easterly line of said Lot Two (2) Luzenac Third Subdivision; thence southerly along the easterly line of said Lot Two (2) Luzenac Third Subdivision on a bearing of S00°00'00"E, a distance of fifty (50.0) feet; thence westerly parallel to the northerly line of said Lot Two (2) Luzenac Third Subdivision and its extension on a bearing of S89°58'07"W, a distance of two hundred eighty one and three tenths (281.3) feet to the westerly line of said Lot Two (2) Luzenac Third Subdivision; thence northerly along the westerly line of said Lot Two (2) Luzenac Third Subdivision on a bearing of N00°00'00"W, a distance of fifty (50.0) feet; thence easterly along an extension of the northerly line of said Lot Two (2) Luzenac Third Subdivision on a bearing of N89°58'07"E, a distance of fifty one and one tenth (51.1) feet to the said Point of Beginning – except for the northerly twenty (20.0) feet thereof.

The above-described easement and right-of-way containing 0.323 acres, more or less, as shown on the plat dated 2/7/2006, marked Exhibit "A", attached hereto and incorporated herein by reference.

to do such work as may be necessary and/or appropriate for the construction of water mains 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, trees, bushes, 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 upon execution of this agreement and continuing until the construction work for Water Main Project 2005-W-12 has been completed. The City shall provide reasonable notification on the schedule of commencement and completion of operations.

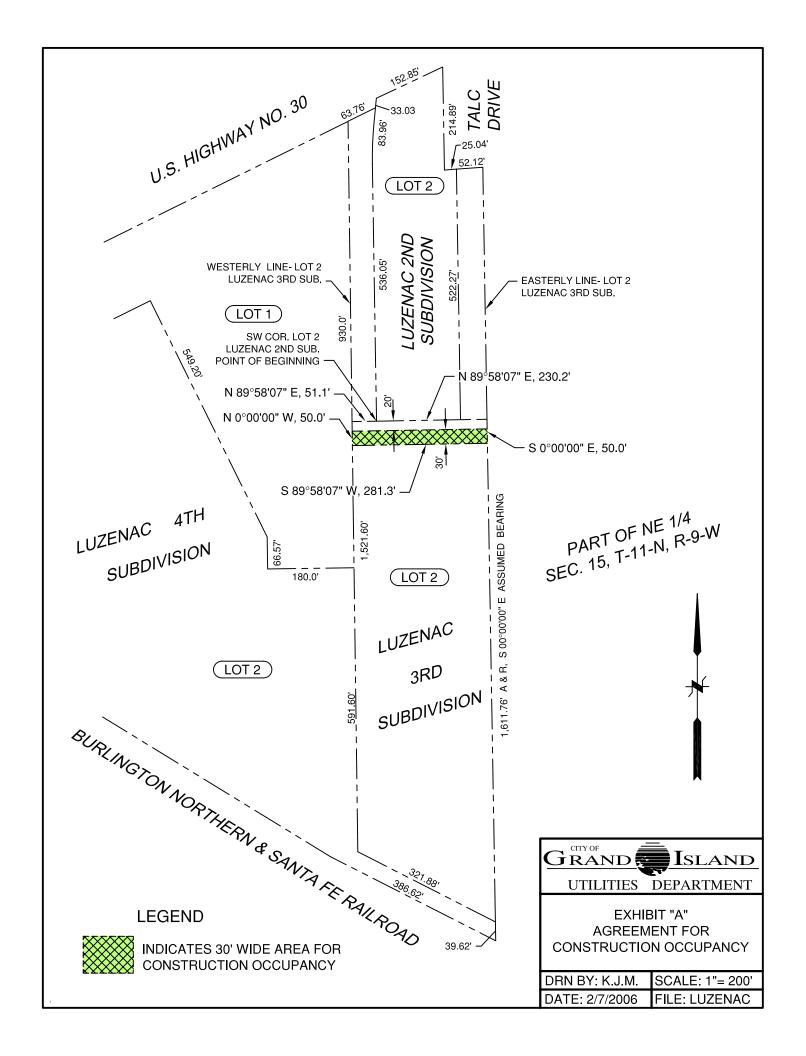
# Section Three Compensation

The compensation for the Agreement for Construction Occupancy shall be One Dollar (\$1.00) and which the Owner hereby agrees to accept as full payment for the use of the above described property in accordance with this agreement.

## Section Four Restoration of Area

The City agrees that prior to construction, the topsoil shall be salvaged. Topsoil shall consist of friable surface soil up to one (1) foot in depth. Topsoil shall be removed from the designated areas and shall be stockpiled at approved locations. After project operations have been completed, as reasonably practical, the topsoil shall be replaced and restored to the grade prior to construction.

Dated:	
CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation	TLK STORAGE, LLC, a Nebraska Limited Liability Company
By:	By: Michael G. Wadzinski, Member
Attest:City Clerk	By:
	By: Lori W. Polich, Member



WHEREAS, a temporary construction easement is required by the City of Grand Island, from TLK Storage, LLC, a Nebraska limited liability company, in Lot Two (2) Luzenac Third Subdivision to facilitate the construction of a water line in an adjacent permanent easement; and

WHEREAS, the construction easement will provide a place to deposit dirt from the water line trench, provide access to the construction area, and provide a location for construction materials while the water line is being built; and

WHEREAS, the construction easement will cease to exist upon completion of the construction for Water Main Project 2005-W-12; and

WHEREAS, an Agreement for Construction Occupancy is necessary for this construction easement.

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 temporary construction easement from TLK Storage, LLC, a Nebraska limited liability company, to facilitate the construction of Water Main Project 2005-W-12; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2006.

	Margaret Hornady
	City Council President / Interim Mayor
Attest:	
RaNae Edwards, City Clerk	



## Tuesday, February 28, 2006 Council Session

## Item G9

#2006-64 - Approving Designation of Loading Zone on Oak Street, Vine Street, and Bismark Road adjacent to Dodge School

Staff Contact: Steven P. Riehle, Public Works Director

## **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

Meeting: February 28, 2006

**Subject:** Approving Designation of Loading Zone on Oak Street,

Vine Street, and Bismark Road adjacent to Dodge School

**Item #'s:** G-9

**Presente** r(s): Steven P. Riehle, Public Works Director

### **Background**

Council action is required for the installation of loading zones on City streets. Section 22-82 of the city code is relative to loading zones.

#### §22-82. Loading Zones

It shall be unlawful for the driver of any vehicle to stop, park, or leave such vehicle standing at any designated loading or unloading zone for a period of time longer than twenty minutes, except when necessary for the expeditious loading or unloading of passengers, merchandise, or materials.

The Traffic Division shall designate such loading and unloading zones by causing the curb to be painted yellow, and shall either paint on such curb or sidewalk above it the words, "Loading Zone," or shall cause suitable markers to be placed thereat containing such words.

### **Discussion**

The Public Works Department and the Police Department have been working with Dodge School staff and the PTA to improve pedestrian and vehicular safety near the school. A meeting was held on February 13, 2006 at Dodge School. A report from the meeting is attached. The recommendation for the Loading Zones adjacent to the school requires a resolution passed by the city council.

The recommended Loading Zones adjacent to the school are as follows:

- 1) Loading Zone on the north side of Bismark Road from Oak Street to Vine Street.
- 2) Loading Zone on the East side of Oak Street form the north curb of Bismark Road north for 300'.

3) Loading Zone on the west side of Vine Street from the north curb of Bismark Road north for 300'.

### **Alternatives**

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

- 1. Approve the designation of the loading zones.
- 2. Refer the issue to a Committee.
- 3. Postpone the issue to a future date.
- 4. Take no action on the issue.

### **Recommendation**

City Administration recommends that the Council pass a resolution to approve the designation of loading zones on Oak Street, Vine Street, and Bismark Road adjacent to Dodge Elementary School.

### **Sample Motion**

Move to approve the designation of the loading zones.

February 13 13 January 19, 2006

#### To Whom It May Concern:

As parents of Dodge Elementary students, the Dodge PTA agrees that something needs to be done about the traffic around the school at drop off and pick up times. We stand behind the idea of one-way streets for certain times of the day. If there are other suggestions, we are open to hearing about them. We are concerned for the safety of all our students at Dodge. Thank you for your consideration in this matter.

Rachel Schroeder Secretary -Dodge PTA

Atthorno Schulte, Principal
Sally Curning, co-president PTA
Landra Perg- Co-president PTA

On February 13, 2006 the Dodge School PTA met to discuss ideas to improve both the pedestrian and vehicular safety near the school when parents are dropping off and picking up children. The following individuals were present at the meeting: Council Members Meyer and Whitesides, Public Works Director, Steve Riehle, Grand Island Police Department Sergeant Jerry Atwell, School Principal, Stephanie Schulte, a Dodge School teacher, PTA Board members and general PTA members.

#### **Short Term Solutions**

Short term solutions to be implemented:

- 1) Designation of loading and unloading zones abutting school property.
- 2a) Remove the cross walk that is on Oak Street just north of Bismark Road.
- 2b) Use portable signs at the existing cross walk on Oak Street that line up with the sidewalk to the school (approximately 130' north of Bismark Road).
- 3) Use portable signs at the cross walk on Bismark Road.
- 4a) Remove the crosswalk that is on Vine Street just north of Bismark Road.
- 4b) Install a new cross walk on Vine Street that lines up with the sidewalk to the school (approximately 75' north of Bismark Road).

The conditions around the school will be monitored after the short term solutions have been implemented to determine the effectiveness.

#### **Long Term Solutions**

Long term options that were discussed and could be considered if additional safety considerations are needed are as follows:

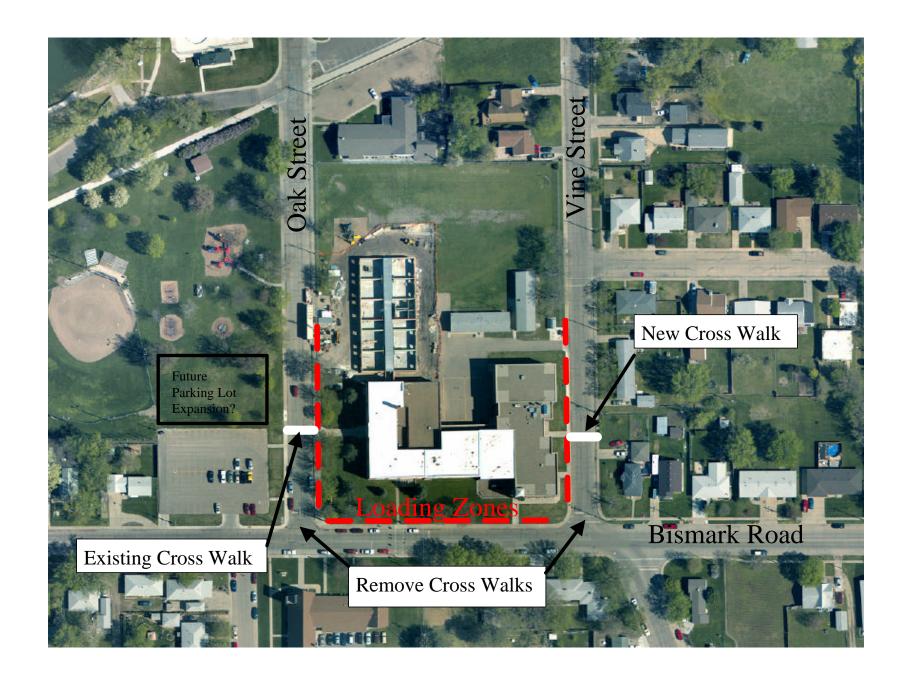
- 1) Expand the parking lot at the Northwest corner of Oak Street and Bismark Road. This would allow a student drop off area to be designated in the parking lot.
- Consider volunteer one ways like a number of Lincoln, NE schools are using. Refer to the website @ <a href="http://www.lincoln.ne.gov/city/pworks/engine/trafsaf/schools/safety/oneway.htm">http://www.lincoln.ne.gov/city/pworks/engine/trafsaf/schools/safety/oneway.htm</a> for details.
- 3) Consider a 3 way stop at the intersection of Oak Street and Bismark Road.

#### **Summary**

The city council will be asked to consider approving loading zones at the February 28, 2006 regular meeting.

The Public Works Department will order portable signs and move the cross walks.

A sketch detailing the short term solutions is attached.



WHEREAS, the City Council, by authority of Section 22-77 of the Grand Island City Code may, by resolution, entirely prohibit, or fix a time limit for the parking and stopping of vehicles in or on any public street, public property, or portion thereof; and

WHEREAS, the Public Works Department and the Police Department have been working with Dodge School staff and the Parent Teacher Association to improve pedestrian and vehicular safety near Dodge School; and

WHEREAS, it is recommended that the following loading zones be implemented:

- 1. North side of Bismark Road, from Oak Street to Vine Street
- 2. East side of Oak Street from the north curb of Bismark Road north for 300 feet
- 3. West side of Vine Street from the north curb of Bismark Road north for 300 feet

WHEREAS, the proposed parking restrictions will allow parking for no more than 20 minutes for the expeditious loading or unloading of passengers, merchandise, or materials; and

WHEREAS, it is in the best interests of the City to effect such regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Loading Zones be implemented near Dodge School as identified above.

BE IT FURTHER RESOLVED, that the Street Department is hereby directed to erect and maintain the signs and street markings necessary to effect the above regulations.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2006.

Margaret Hornady
City Council President / Interim Mayor

Attest:

RaNae Edwards, City Clerk



## Tuesday, February 28, 2006 Council Session

## Item J1

Approving Payment of Claims for the Period of February 15, 2006 through February 28, 2006

The Claims for the period of February 15, 2006 through February 28, 2006 for a total amount of \$1,569,727.80. A MOTION is in order.

**Staff Contact: RaNae Edwards**