



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G19

#2006-301 - Approving Air Quality Control System Engineering Services

Staff Contact: Gary R. Mader; Dale Shotkoski

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Dale Shotkoski, Interim City Attorney

Meeting: October 10, 2006

Subject: Air Quality Control System Engineering Services –
Utilities Department

Item #'s: G-19

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

Background

Federal regulation issued in the Clean Air Mercury Rule (CAMR) requires the installation of additional monitors on coal fired power plants, to be operational by January 1, 2009. This is a new monitoring technology and the Electric Department solicited proposals for consulting engineering assistance in meeting this federal deadline. Black and Veatch was awarded the engineering contract for mercury monitor procurement and installation at the City Council meeting of September 12, 2006.

Installation of monitors is only the first step in meeting the requirements of the CAMR regulation. With the installation of the emission monitoring equipment, power plants will then be required to reduce mercury emissions. The exact amount of emission reduction is not yet set by NDEQ, as the regulation is not yet finalized, but it is estimated that at least a 35% reduction may be required in 2010, just one year after emission monitors are placed in service. An additional reduction of at least 35% is included in the regulation for 2018.

At present, the science to construct mercury emissions monitors that provide accurate results, and emissions control equipment capable of achieving the regulated reductions is in the development stage. There are a number of pilot plants in service trying different approaches to removal, (such as carbon injection, limestone scrubbing, and coal treatment), but none are yet proven or generally accepted in the utility industry. The regulation mandate is driving the science.

Additional Background: Mercury is a naturally occurring element that is widely distributed around the world. U.S. power plants account for about 1% of the total mercury emissions in the world. Natural emissions such as volcanic eruptions and the

oceans are estimated to contribute about 33% (by EPA) or up to 55% from other scientific sources.

Discussion

In order to comply with the Mercury Regulation, the Utilities Department solicited proposals from engineering firms specializing in all phases of air quality control systems. Given the as yet unproven nature of mercury control systems, the strategy for compliance will have to be developed with the consultant as the science evolves. Plant engineering staff has estimated that installation cost of the current technology of mercury control equipment is approximately \$5,000,000, with a delivery time of three years. Anticipated projects foreseen as a part of mercury regulation compliance include;

- Engineering evaluations of various emission control systems
- Economic evaluations
- Engineering design for control system installation at PGS
- Specification preparation
- Construction management
- Emission control system performance testing
- Environmental certifications and permitting.

The strategy for compliance is to define successive tasks for the consultant as the science matures and the long term compliance strategy can be determined. The consultant would be required to submit a detailed work plan and a not-to-exceed cost for each task; that submittal to be evaluated in detail by Utility engineering staff.

Responses to the RFP were received from two qualified engineering firms:

Black & Veatch	Kansas City, MO
Sargent & Lundy	Chicago, ILL

The proposals for service were reviewed and evaluated by Power Plant staff having extensive experience in these matters; the Assistant Utilities Director, Production Engineer and Environmental Specialist. The proposal from Black & Veatch was evaluated as being more complete in scope and most responsive to the solicitation for services.

Alternatives

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

1. Move to approve the Air Quality Control System Engineering Services
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council award the Contract for Air Quality Control System Engineering Services to Black & Veatch of Kansas City, MO.

Sample Motion

Motion to approve the contract from Black & Veatch of Kansas City, MO, for the Air Quality Control System Engineering Services as submitted.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
AIR QUALITY CONTROL SYSTEM ENGINEERING SERVICES**

RFP DUE DATE: September 7, 2006 at 4:00 p.m.
DEPARTMENT: Utilities
PUBLICATION DATE: August 22, 2006
NO. POTENTIAL BIDDERS: 2

SUMMARY OF PROPOSALS RECEIVED

Black & Veatch Corporation
Overland Park, KS

Sargent & Lundy
Chicago, IL

cc: Gary Mader, Utilities Director
Pat Gericke, Utilities Admin. Assist.
Gary Greer, City Administrator
Dale Shotkoski, Purchasing Agent

Bob Smith, Assistant Utilities Director
Karen Nagel, PGS Secretary
David Springer, Finance Director
Sherry Peters, Legal Secretary

P1109

**Agreement for
Air Quality Control Engineering Services
in Support of Mercury Rule Implementation**

Between

The City of Grand Island

And

Black & Veatch Corporation

October 2006

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Agreement
For
General Engineering Services

THIS AGREEMENT, between THE CITY OF GRAND ISLAND (Owner) and BLACK & VEATCH CORPORATION (Engineer);

Witnesseth:

WHEREAS, Owner intends to make modifications to their existing power stations (the Project); and,

WHEREAS, Owner requires certain engineering services in connection with the Project (the Services); and,

WHEREAS, Engineer is prepared to provide the Services:

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

Article 1 – Effective Date

The effective date of this Agreement shall be the date that Owner executes this Agreement.

Article 2 – Governing Law

This Agreement shall be governed by the laws of the State of Nebraska.

Article 3 – Services to be performed by Engineer

Engineer shall perform the Services described in Exhibit A, Scope of Services.

Article 4 – Compensation

Owner shall pay Engineer in accordance with Exhibit A, Compensation. The Schedule of Labor Rates included in Exhibit A shall be reviewed annually.

Article 5 – Owner’s Responsibilities

Owner shall be responsible for all matters as mutually agreed during project meetings.

Article 6- Changes

It is the desire of the parties to keep changes in the scope of Services at a minimum. The parties recognize, however, that such changes may become necessary and agree that they shall be handled in accordance with this Article. Owner may initiate a change by advising Engineer in writing of the change believed to be necessary. As soon thereafter as practicable, Engineer shall prepare and forward to Owner a cost estimate of the change that shall include the adjustment to Engineer’s compensation, schedule of

payments, project schedule, and completion date applicable thereto. Engineer shall be reimbursed for the costs incurred to prepare such estimate. Owner shall advise Engineer in writing of its approval or disapproval of the change. If Owner approves the change, Engineer shall perform the Services as changed. Engineer may initiate changes by advising Owner in writing that in Engineer's opinion a change is necessary. If Owner agrees, it shall advise Engineer and, thereafter, the change shall be handled as if initiated by Owner.

Article 7 – Standard of Care

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

If, during the one year period following completion of the Services under the applicable Request for Services, it is shown there is an error in the Services caused solely by Engineer's failure to meet such standards and Owner has notified Engineer in writing of any such error within that Period, Engineer shall re-perform, at no additional cost to Owner, such Services within the original Scope of Services as may be necessary to remedy such error.

Engineer shall have no liability for defects in the Services attributable to Engineer's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Owner or third parties retained by Owner.

The obligations and representations contained in this Article 7 are Engineer's sole warranty and guarantee obligations and Owner's exclusive remedy in respect of quality of the Services. Owner's failure to (a) properly operate and maintain the Facilities or (b) allow Engineer to promptly make such tests and perform such remedial services as Engineer may deem appropriate, shall relieve Engineer of its guarantee relative to such improper operation and maintenance or the subject of such test or service.

EXCEPT AS PROVIDED IN THIS ARTICLE, ENGINEER MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO ENGINEER'S SERVICES AND ENGINEER DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Article 8 – Liability and Indemnification

8.1 General

Having considered the potential liabilities that may exist during their performance of the Services, the benefits of the Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

8.2 Indemnification

Engineer and Owner each agrees to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses for bodily injury, death, or third party property damage to the extent caused by the indemnifying party's negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, such liability shall be borne by each party in proportion to its own negligence.

8.3 Consequential Damages

To the fullest extent permitted by law, Engineer shall not be liable to Owner for any loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; cost of replacement power; governmental and regulatory sanctions; and claims of customers for such damages; or for any special, incidental, indirect or consequential damages resulting in any way from the performance of the Services.

8.4 Survival

Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

8.5 Total Liability

The total cumulative liability of Engineer and any of Engineer's related companies to Owner for all claims, losses, damages, and expenses resulting in any way from the performance of this Agreement shall not be greater than three times the value of the compensation received by Engineer for each individual Purchase Order up to the sum of one million dollars (\$1,000,000) per occurrence and the actual value thereafter.

Article 9 - Insurance

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with limits of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, with limits of \$1,000,000 annual aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. All Project contractors shall be required to include Owner and Engineer as additional insureds on their General Liability insurance policies.

As between Engineer and Owner, Owner assumes sole responsibility and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of Owner and any items at the job site or in transit thereto (including, but not limited to, construction work in progress) however such loss or damage shall occur, including the fault or negligence of Engineer. Owner agrees to maintain appropriate property insurance and shall require its insurers to waive all rights of subrogation against Engineer for claims covered under any property insurance that Owner may carry. If Owner purchases, or causes a construction contractor to purchase, a builders-all risk or other property insurance policy for a project, Owner shall require that Engineer be included as a named insured on such policy without liability for the payment of premiums.

Article 10 – Limitations of Responsibility

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

Article 11 – Opinions of Cost and Schedule

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.

Article 12 – Reuse of Documents

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such

reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

Article 13 – Termination

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

Upon any such termination, Engineer shall be compensated for all costs incurred and compensation earned for Services then performed in accordance with the provisions of the applicable Purchase Order for Services.

Article 14 – Delay in Performance

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, terrorism, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

Article 15 – Communications

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Black & Veatch Corporation
P.O. Box 8405
Kansas City, Missouri 64114
Attn: Gary D. Morrow
Vice President

Owner: City of Grand Island Nebraska
110 East 1st Street
P.O. Box 1968
Grand Island, Nebraska 68801
Attn: Gary R. Mader
Utilities Director

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

Article 16 – Waiver

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

Article 17 – Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18 – Integration

This Agreement represents the entire and integrated agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 19 – Successors and Assigns

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

Article 20 – Assignment

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the

written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

Article 21 – Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

Article 22- Limitations

The warranties, obligations, liabilities and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. To the fullest extent allowed by law, releases from, and limitations of liability shall apply notwithstanding the breach of contract, tort including negligence, strict liability or other theory of legal liability of the party released or whose liability is limited.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

CITY OF GRAND ISLAND

By _____
Mayor Jay Vavricek

Date _____

BLACK & VEATCH CORPORATION

By  _____ 
Gary D. Morrow, Vice President

Date 10-2-06

EXHIBIT A

AGREEMENT FOR AIR QUALITY CONTROL ENGINEERING SERVICES
IN SUPPORT OF MERCURY RULE IMPLEMENTATION

Between

City of Grand Island

And

Black & Veatch Corporation

A. Scope: The scope of work shall be as described in the following sections of Black & Veatch proposal 273926 Section 2 (attached).

B. Schedule: A project schedule will be mutually developed and agreed which will support compliance with the Clean Air Mercury Rules Phase I program scheduled for implementation in 2010.

C. Compensation: Compensation shall be on a time-and-material basis. Expenses for travel and living costs will be billed at actual cost plus 5%. Charges for all other expenses, including computer expenses, will be at \$6 per hour. The Schedule of Labor Rates is attached:

D. Monthly Billing: Commencing on or about the first day of the calendar month following execution of this Agreement, and monthly thereafter, Engineer shall furnish Client with an invoice covering the Services performed during the previous month and any interest due under this Agreement. Invoices shall be due upon receipt.

E. Method of Payment: Payments to be made to Engineer under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Engineer's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information.

F. Disputes: In the event Client disputes any invoice item, Client shall give Engineer written notice of such disputed item within ten days after receipt of such invoice and shall pay to Engineer the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of eighteen percent per annum, or the maximum amount allowed by law if eighteen percent is a violation of the law, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due. In the event Engineer refers this Agreement to a third party for collection or enforcement of its terms, Engineer shall be entitled to reimbursement for all costs and expenses incurred, including a reasonable attorneys' fee. In the event that Client has an unpaid invoice over 50 days past due, Engineer may, in addition to all other remedies available at law and equity, terminate this Request for Services.

**BLACK & VEATCH
ENERGY SERVICES DIVISION
SCHEDULE OF LABOR RATES
(Through December, 2006)**

Salary Plan -- Title	Grade	B&V Hourly Rate (\$/Hour)
OFF -- Office Services Word processing, document control, clerical accounting services, and related group supervisors.	04*	37.29
	05*	38.02
	06*	42.70
	07*	52.02
	08*	55.73
ADS -- Administrative Support Office support including clerical and secretarial.	01*	29.74
	02*	34.88
	03*	42.91
	04*	54.43
	05*	66.55
GRP -- Graphics Illustrating functions for graphic presentations.	05*	52.19
	06*	79.61
	09	111.19
TEC -- Technical Support Technical functions which support engineering and other project efforts.	04*	55.95
	05*	65.98
	06*	60.76
	08	108.73
SPC -- Specialized Staff Legal, scientific, economic, and related services for project assignments. Includes scientists, geologists, environmentalists, oceanographers, lawyers, economists, etc.	01	47.97
	02	55.16
	03	66.60
	04	73.25
	05	96.10
	06	114.92
	07	120.38
	08	140.58
	09	171.49
ARC -- Architecture Architectural design, analysis, and management of the architectural function.	01	53.51
	02	54.73
	04	73.44
	05	92.37
	06	97.99
	07	125.09
	07	125.09
ENG -- Engineering Engineering design, analysis, and management. Includes departmental and project assignments including engineering department management.	01	68.71
	02	73.20
	03	82.34
	04	94.10
	05	111.54
	06	127.12
	07	145.31
	08	167.46
	09	165.27
	97	38.53

BLACK & VEATCH
ENERGY SERVICES DIVISION
SCHEDULE OF LABOR RATES
(Through December, 2006)

ADM -- Administrative/Business Administrative business functions for the firm, including personnel, public relations, publications, purchasing, and other functions.	01*	36.53
	02*	46.24
	03	60.60
	04	71.79
	05	87.45
	06	94.69
	07	135.44
	08	179.60
	09	196.88
FIN -- Finance Project accounting, financial reporting, planning & analysis, accounting operations, and tax	02*	46.48
	03*	56.65
	04	70.33
	05	89.58
	06	101.94
	07	120.36
	08	175.52
CST - Consulting Provide advisory services to clients regarding operational and administrative functions	01*	22.92
	02*	29.68
	03	39.50
	04	50.54
	05	65.03
	06	81.52
	07	96.05
CNS -- Construction Services Construction service functions, including construction management, construction support, resident engineering, and project review.	03	84.50
	04	94.86
	05	106.78
	06	118.35
	07	127.03
	08	141.74
	09	155.51
	10	163.81
	11	182.33
	12	203.29
ITS -- Information Science Information science functions including systems and software analysis, and network/communications consulting.	01	49.10
	02	52.54
	03	68.52
	04	86.28
	05	105.78
	06	123.33
	07	128.30
	08	151.21
	09	199.85
	10	232.00
INT -- Information Technology Information technology functions including systems support, programming, microcomputer configurations, and applications support.	04*	53.49
		0.00
		0.00
		0.00

**BLACK & VEATCH
ENERGY SERVICES DIVISION
SCHEDULE OF LABOR RATES
(Through December, 2006)**

PJC -- Project Controls Professionals who track the cost associated with a project and perform planning and scheduling functions related to projects.	01*	58.73
	02*	65.63
	03	77.58
	04	91.53
	05	107.57
	06	128.82
	07	143.56
	08	158.32
EST -- Estimating Professionals who assess the cost related to projects to assist with the preparation of proposals.	03	75.44
	04	85.96
	05	99.07
	06	129.22
	07	141.55
PCR -- Procurement Professionals who secure and administer the purchase of goods, commodities, and services.	01*	62.35
	02	62.46
	03	71.30
	04	79.17
	05	90.96
	06	115.68
	07	138.28
	08	150.34
ENT -- Engineering Technician Technical designers and drafters.	01*	47.62
	02*	49.32
	03*	52.81
	04*	58.43
	05*	66.00
	06*	78.74
	07 *	96.88
	08	112.46
	09	127.85
	10	138.63
CMG -- Executive Executive Project Managers.	10	192.17
	20	214.35
	30	271.72
	40	303.77
PMT -- Project Management	11	141.28
	12	155.89
	13	172.65
	14	203.26
	15	244.71

* Non-exempt.

** Selected positions are non-exempt.

Rates are subject to annual adjustment.

RESOLUTION 2006-301

WHEREAS, Federal regulation issued in the Clean Air Mercury Rule (CAMR) will require power plants to reduce mercury emissions by at least 35% in 2010; and

WHEREAS, the science to construct mercury emission control equipment capable of meeting the regulatory deadline is still in the developmental stages; and

WHEREAS, the strategy for compliance will have to be developed as the science evolves; and

WHEREAS, in order to comply with the CAMR, the City of Grand Island invited proposals for air quality control system engineering services in accordance with a Request for Proposals on file with the Utilities Department; and

WHEREAS, proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Black & Veatch of Kansas City, Missouri, submitted a proposal in accordance with the terms of the request for proposals and all statutory requirements contained therein and the City Procurement Code.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Black & Veatch of Kansas City, Missouri, air quality control system engineering services 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, October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
October 6, 2006 ☐ City Attorney