



# **City of Grand Island**

**Tuesday, June 10, 2008**

**Council Session**

## **Item G8**

**#2008-154 - Approving Contract for Affordable Housing Market  
Study CDBG 07-PP-021**

**Staff Contact: Joni Kuzma**

# **Council Agenda Memo**

**From:** Joni Kuzma, Community Development Administrator

**Meeting:** June 10, 2008

**Subject:** Award Contract for Affordable Housing Market Study, CDBG #07-PP-021

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

**Presenter(s):** Joni Kuzma, Community Development Administrator

## **Background**

In January 2008, the Nebraska Department of Economic Development awarded a \$25,000 CDBG Planning Grant to the City of Grand Island for completion of an Affordable Housing Market Study. The City will provide up to \$16,500 in matching funds for a total project cost not to exceed \$41,500. This Study will replace the previous Housing Study which was completed in 2001 and expired in 2006.

## **Discussion**

A Request for Proposals was published in the April 7, 2008 Grand Island Independent and sent to seven (7) potential respondents. Four proposals were received by the City Clerk prior to the May 5, 2008, 4:00 p.m. deadline.

A 3-member selection committee scored each proposal according to the criteria identified in the Request for Proposals. Those criteria included firm experience, approach to the study, qualifications of the project team, references, proposed project schedule, and proposed cost. Based on the cumulative score for each proposal, The Schemmer Associates, Inc. received the highest score and is recommended for approval to complete the Affordable Housing Market Study for an amount not to exceed \$37,500.

## **Alternatives**

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

1. Move to approve
2. Refer the issue to a Committee

3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends awarding the contract for an Affordable Housing Market Study to The Schemmer Associates, Inc. and authorizing the Mayor to sign all related documents

### **Sample Motion**

Move to award the contract for an Affordable Housing Market Study to The Schemmer Associates, Inc. of Omaha, Nebraska and authorize the Mayor to sign all related documents.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
AFFORDABLE HOUSING MARKET STUDY**

**RFP DUE DATE:** May 5, 2008 at 4:00 p.m.

**DEPARTMENT:** Community Development

**PUBLICATION DATE:** April 7, 2008

**NO. POTENTIAL BIDDERS:** 7

**SUMMARY OF PROPOSALS RECEIVED**

**Western Economic Services, LLC**  
Portland, OR

**JEO Consulting Group, Inc.**  
Lincoln, NE

**Hanna:Keelan Associates, P.C.**  
Lincoln, NE

**The Schemmer Associates, Inc.**  
Omaha, NE

cc: Chad Nabity, Regional Planning Director  
Jeff Pederson, City Administrator  
Dale Shotkoski, City Attorney

Joni Kuzma, Com. Dev. Admin.  
David Springer, Finance Director  
Wes Nespor, Assist. City Attorney

**P1251**

## AGREEMENT

THIS AGREEMENT, is entered into by the CITY OF GRAND ISLAND, hereinafter the "City", and The Schemmer Associates Inc., 1044 North 115<sup>th</sup> Street, Suite 300, Omaha, Nebraska, 68508, hereinafter the "Contractor."

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement of a **Request for Proposals for an Affordable Housing Market Study for the City of Grand Island, and**

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined that the aforesaid Contractor submitted the best proposal based on the evaluation criteria listed in the Request For Proposals, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the **Affordable Housing Market Study** proposal submitted by the Contractor, a copy thereof being attached to and made a part of this contract;

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

1. **PURPOSE.** The purpose of this Agreement is to provide a contract whereby the Contractor agrees to provide economic, demographic and housing data to the City as provided for in the Scope of Work. (Attachment 1)
2. **EFFECTIVE DATE AND TIME OF PERFORMANCE.** This Agreement takes effect upon its execution by the parties hereto, and is effective June 10, 2008 through June 10, 2010.
3. **SCOPE OF WORK.** See Attachment 1.
4. **ASSISTANCE.** The Schemmer Associates, Inc., through the City and Community Development Division, will furnish the Contractor with the assistance and direction in developing and refining the information provided in the Scope of Work listed as number 3 above.
5. **COMPENASATION AND METHOD OF PAYMENT.** That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **Thirty seven thousand five hundred dollars (\$37,500)** for all services,

materials, and work covered by and included in the contract award and designated in the Scope of Work; payments thereof to be made in cash or its equivalent in the manner provided in the contract.

6. **CONFLICT OF INTEREST.** The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in any activity which would conflict in any manner or degree with the performance of its services under this Agreement. The Contractor further covenants that, in performing its duties under this Agreement, it will employ no person who has any who has any such interest.
7. **MODIFICATION AND ASSIGNABILITY OF CONTRACT.** This Agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in this Agreement, are valid or binding. This Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties. The Contractor may not subcontract or assign its rights, including the right to compensation, or duties arising under this Agreement, except as specified in this Agreement, without receiving prior written consent from the City. All of the terms and conditions of this Agreement will bind any subcontractor or assignee.
8. **SUSPENSION, TERMINATION and CLOSE OUT.** If the Consultant fails to comply with the terms and conditions of this contract the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:
  - a. **Suspension.** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;
    - i. Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
    - ii. If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
    - iii. In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall

pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.

**b. Termination for Cause.** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:

- i. The lack of compliance with the provisions of this contract is of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City.
- ii. The consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same.
- iii. The consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

**c. Termination for Other Grounds.** This contract may also be terminated in whole or in part:

- i. By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.
- ii. If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- iii. In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- iv. The City may terminate this contract at any time giving at least 10 days notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

- 9. COMPLIANCE WITH FEDERAL AND STATE LAW.** Contractor agrees to comply with all state, federal, and municipal laws and regulations, including but not limited to the following:
- A. Section 109 of the Housing and Community Development Act of 1974. The Contractor and all subcontractors will comply with the following provision: No person of the United States may, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity founded in whole or in part with the fund made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.
  - B. Minority Business Enterprise. Consistent with the provisions of Executive Order 11246, the Contractor will take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the Contractor will document all affirmative steps taken to solicit minority businesses and will forward this documentation along with the names of the minority subcontractors and suppliers to the City upon request.
  - C. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

- 10. HOLD HARMLESS AND INDEMNIFICATION.** The Contractor agrees that it is liable for any loss to the City which occurs due to the negligence, intentional acts, or failure for any reason, to comply by the Contractor and/or its agents, employees, subcontractors, or representatives with the terms of the contract.

The Contractor further agrees to protect, defend and save the City, its appointed officials, agents, and employees, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense therefore, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts of omissions of the Contractor and/or its agents, employees, subcontractors, representatives, or the City under this Agreement.

- 11. COMMENCE WORK:** The contractor shall start work as soon as possible after the contract is signed.



**12. ELIGIBILITY.** The Contractor certifies that the Contractor's firm and the firm's principals are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in federally assisted contracts under Executive order 12549, "Debarment and Suspension." (24 CFR 24.505).

**13. NOTICE.** Notice will be sufficient if in writing and mailed to the parties' liaisons at the addresses noted above.

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

Contractor: THE SCHEMMER ASSOCIATES, Inc.

By: \_\_\_\_\_  
Bruce Fountain, AICP, EDFP                      Tax Identification Number

Title: \_\_\_\_\_ Date: \_\_\_\_\_

CITY OF GRAND ISLAND, NEBRASKA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Margaret Hornady, Mayor

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
RaNae Edwards, City Clerk

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

\_\_\_\_\_  
Wesley D. Nespor, Assistant City Attorney

## ATTACHMENT 1

### **Scope of Work:**

The Affordable Housing Market Study will identify current needs for and gaps in community housing, outline a 5-year plan for housing development, focus on housing and infrastructure needs of 14 identified low-to-moderate income (LMI) areas, recommend housing strategies based on collected data, and provide an overview of housing throughout Grand Island. The selected consultant will be expected to perform the entire scope of services, including the following and other items as mentioned in the submitted proposal, but not limited to:

- Determine depth and durability of housing market
- Provide demographic analysis and estimated demand
- Project employment related housing needs
- Collect necessary data to evaluate and determine housing needs in each LMI area
- Prioritize LMI areas by degree of housing needs
- Identify significant infrastructure deficiencies or needs by area
- Coordinate and conduct public meetings
- Work with CD staff to recruit a steering committee & define responsibilities
- Provide data to CD staff as needed for grant reporting
- Provide verification of work completed and appropriate paperwork for drawdowns
- Other objectives as identified and agreed upon by the consultant and the City
- Provide 6-10 draft copies and an electronic copy for public review prior to approval of study
- Provide completed 18 bound copies of the studies, two unbound copies, and one electronic copy, including reproducible attachments

RESOLUTION 2008-154

WHEREAS, in January 2008, the City of Grand Island, Nebraska, received a \$25,000 Community Development Block Grant (CDBG) through the Nebraska Department of Economic Development; and

WHEREAS, the CDBG Planning Grant was awarded for completion of an Affordable Housing Market Study; and

WHEREAS, on April 7, 2008 an invitation for request for proposals was advertised in the Grand Island Independent and is on file with the City Clerk's Office; and

WHEREAS, on May 5, 2008, proposals were received and reviewed; and

WHEREAS, the Community Redevelopment Authority and the Grand Island Area Economic Development Corporation have committed to a portion of the required 25% of matching funds; and

WHEREAS, The Schemmer Associates, Inc. of Omaha, 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, for a contracted amount not to exceed \$37,500.00.

WHEREAS, said contract will be in effect from June 10, 2008 through June 10, 2010; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from The Schemmer Associates, Inc. of Omaha, Nebraska, to complete an Affordable Housing Market Study as funded through a Community Development Block Grant from the Nebraska Department of Economic Development, be 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 for this Planning Grant.

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Adopted by the City Council of the City of Grand Island, Nebraska, June 10, 2008.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
June 6, 2008	☐ City Attorney

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RaNae Edwards, City Clerk