



City of Grand Island

Tuesday, June 24, 2008

Council Session

Item G11

#2008-168 - Approving Proposal for Professional Services for the Supervisory Control and Data Acquisition System (SCADA) at the Waste Water Treatment Plant

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: June 24, 2008

Subject: Approving Proposal for Professional Services for the Supervisory Control and Data Acquisition System (SCADA) at the Waste Water Treatment Plant

Item #'s: G-11

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

Background

The Waste Water Division of the Public Works Department advertised on May 8, 2008 for proposals for professional services to perform the evaluation and recommendation, design, installation and integration of a Supervisory Control and Data Acquisition System (SCADA) at the Waste Water Treatment Plant.

Discussion

The RFP was sent to 12 potential firms, with one proposal being received, opened and reviewed by the City of Grand Island's Waste Water Division and Purchasing Division on May 28, 2008. Huffman Engineering Inc. of Lincoln, Nebraska submitted the sole proposal in accordance with the required criteria. The work to be performed at actual costs with a maximum is as follows:

Fiscal Year 2007/2008	
Evaluation and Recommendation	\$ 25,595.00
Design	\$ 47,820.00
Fiscal Year 2008/2009	
Installation and integration	\$163,775.00
Training	\$ 4,690.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the award of the proposal to Huffman Engineering Inc. of Lincoln, Nebraska.

Sample Motion

Move to approve the award of the proposal to Huffman Engineering Inc. of Lincoln, Nebraska.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this **24** day of **June 2008**, by and between Huffman Engineering Inc, of Lincoln, Nebraska hereinafter called the Consultant, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, the City of Grand Island invited proposals for **Professional Services for the Evaluation and Recommendation, Design, Installation and Integration of a Supervisory Control and Data Acquisition (SCADA) System at the Waste Water Treatment Plant** , according to Request for Proposal on file with the City Clerk; and

WHEREAS, the payment for work to be performed in a future fiscal year is subject to availability and appropriation of funds therefore by the City Council.

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

ARTICLE I. That the Consultant shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the proposal as listed in the attached **Professional Services for the Evaluation and Recommendation, Design, Installation and Integration of a Supervisory Control and Data Acquisition (SCADA) System – Technical Qualifications, Dated May 28, 2008** as submitted by the consultant and in the attached **Professional Services Compensation Form, Dated May 28, 2008** as Submitted by the Consultant; said documents forming the agreement and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this agreement to the said Consultant, such award being based on the acceptance by the City of the Consultant's proposal;

ARTICLE II. That the City shall pay to the consultant for the performance of the work embraced in this agreement and the consultant will accept as full compensation therefore the sum (subject to; not to exceed line items limits as provided by the agreement) of Two hundred forty one thousand eight hundred eighty dollars & zero cents Dollars \$ 241,880.00 for all services, materials, and work covered by and included in the agreement award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the agreement.

ARTICLE III. The consultant hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the consultant shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the consultant. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the consultant's name as agent for the

City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of Professional Services for the Evaluation and Recommendation, Design, Installation and

Grand Island Wastewater Treatment Plant
(Continued)

PROFESSIONAL SERVICES AGREEMENT

Integration of a Supervisory Control and Data Acquisition System (SCADA) at the Wastewater Treatment Plant for the City of Grand Island, Nebraska.

ARTICLE IV. That the contractor shall start work as soon as possible after the agreement is signed.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this agreement 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. During the performance of this agreement, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

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

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

Consultant: Huffman Engineering Inc, of Lincoln, Nebraska

By _____

Title _____

Grand Island Wastewater Treatment Plant
(Continued)

PROFESSIONAL SERVICES AGREEMENT

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

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

Wesley D. Nesor, Assistant City Attorney



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
PROFESSIONAL SERVICES FOR EVALUATION, RECOMMENDATION, DESIGN, INSTALLATION
AND INTEGRATION OF A SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)
SYSTEM**

RFP DUE DATE: May 28, 2008

DEPARTMENT: Public Works

PUBLICATION DATE: May 8, 2008

NO. POTENTIAL BIDDERS: 7

SUMMARY OF PROPOSALS RECEIVED

Huffman Engineering, Inc.
Lincoln, NE

cc: Steve Riehle, Public Works Director
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney
Roger Scott, WWTP Engineer

Catrina Delosh, PW Admin. Assist.
David Springer, Finance Director
Wes Nesper, Assist. City Attorney

P1256

RESOLUTION 2008-168

THAT, WHEREAS, the City of Grand Island invited proposals for Professional Services for the Evaluation and Recommendation, Design, Installation and Integration of a Supervisory Control and Data Acquisition System (SCADA) at the Wastewater Treatment Plant , according to the Request for Proposal on file with the City Clerk; and

WHEREAS, advertisement for Request for Proposal was published in the Grand Island Daily Independent on May 8, 2008; and

WHEREAS, on May 28, 2008, Request for Proposals were received, opened and reviewed; and

WHEREAS, Huffman Engineering Inc, of Lincoln, Nebraska, submitted a proposal in accordance with the terms of the advertisement of Request for Proposals and all other statutory requirements contained therein, 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 Consultant submitted the best proposal based on the evaluation criteria listed in the Request For Proposals, and has duly awarded to the said Consultant a contract therefore, for the sum or sums named in the Professional Services Compensation Form Submitted by the Consultant; and

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

Fiscal Year 2007/2008		
Evaluation and Recommendation	\$	25,595.00
Design	\$	47,820.00
Fiscal Year 2008/2009		
Installation and Integration	\$	163,775.00
Training	\$	4,690.00

WHEREAS, the sum of the Professional Services Compensation Fee for project is below the estimate of such project; and

WHEREAS, the payment for contract work to be performed in a future fiscal year is subject to availability and appropriation of funds therefore by the City Council.

Approved as to Form _____
June 20, 2008 City Attorney

WHEREAS, such fee for Professional Services Compensation is reasonable and acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Huffman Engineering Inc, of Lincoln, Nebraska, in the amount of \$241,880.00 with fiscal year separation for Professional Services for the Evaluation and Recommendation, Design, Installation and Integration of a Supervisory Control and Data Acquisition System (SCADA) at the Wastewater Treatment Plant is hereby approved as the lowest responsible proposal.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, June 24, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ June 20, 2008 <input type="checkbox"/> City Attorney
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