



# City of Grand Island

Tuesday, July 22, 2008

Council Session

## Item G8

**#2008-195 - Approving Award of Proposal for Consulting Services  
for Major Permit Modifications at the Solid Waste Landfill**

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

# Council Agenda Memo

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

**Meeting:** July 22, 2008

**Subject:** Approving Award of Proposal for Consulting Services for Major Permit Modifications at the Solid Waste Landfill

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

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

## Background

The current landfill operating permit specifies that the final closure contours be constructed at 6.5:1 sideslopes. HDR Engineering investigated the benefits the City's landfill could realize if the final closure contours were revised to 4:1 sideslopes. HDR Engineering's report concluded that the City could gain approximately five years of disposal capacity conservatively estimated at \$5 million.

On June 9, 2008 a Request for Proposals (RFP) for consulting services for Major Permit Modifications at the Solid Waste Landfill was advertised in the Grand Island Independent and sent to seven (7) potential proposers by the Solid Waste Division of the Public Works Department.

## Discussion

Six (6) proposals were opened on July 1, 2008 and reviewed by Steve Riehle, Public Works Director, Jeff Wattier, Solid Waste Superintendent and Wes Nesor, Assistant City Attorney. One (1) firm submitted a proposal that was significantly lower than all other proposers. That proposal included less scope and approach to this project. Aquaterra Environmental Solutions Inc. of Omaha, Nebraska submitted the proposal in accordance with the required criteria listed in the RFP, with work to be performed at actual costs not to exceed \$39,736.

- Firm Experience (15%)
- Team Experience & References (15%)
- Experience with City (15%)

- Approach (20%)
- Responsiveness of Proposal (15%)
- Proposed Fees & Schedule (20%)

### **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 proposal to AquaTerra Environmental Solutions, Inc. of Omaha, Nebraska.

### **Sample Motion**

Move to approve the award of proposal.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
CONSULTING SERVICES FOR MAJOR PERMIT MODIFICATIONS  
AT THE SOLID WASTE LANDFILL**

**RFP DUE DATE:** July 1, 2008 at 4:00 p.m.

**DEPARTMENT:** Public Works

**PUBLICATION DATE:** June 7, 2008

**NO. POTENTIAL BIDDERS:** 7

**SUMMARY OF PROPOSALS RECEIVED**

**AquaTerra**  
Omaha, NE

**Miller & Associates**  
Kearney, NE

**SCS Engineers**  
Overland Park, KS

**AEC**  
Littleton, CO

**Olsson Associates**  
Grand Island NE

**HDR Engineering, Inc.**  
Omaha, NE

cc: Steve Riehle, Public Works Director  
Jeff Pederson, City Administrator  
Dale Shotkoski, City Attorney  
Jeff Wattier, Solid Waste Supt.

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

**P1259**

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of **July 2008**, by and between **AquaTerra Environmental Solutions, Inc.** hereinafter called the Contractor, and the **City of Grand Island, Nebraska**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement of a **Request for Proposals for Consulting Services for Major Permit Modifications at the Solid Waste Landfill 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 **Major Permit Modification Proposal Form** 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:

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

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **Thirty Nine Thousand Seven Hundred Thirty Six Dollars \$39,736.00** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the contract.

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

into and becoming a part of the finished product of **Consulting Services for Major Permit Modifications at the Solid Waste Landfill for the City of Grand Island, Nebraska.**

*Consulting Services for Major Permit Modifications at the Solid Waste Landfill* - CONTRACT AGREEMENT

(Continued)

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

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

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

Contractor **AquaTerra Environmental Solutions, Inc.**

By \_\_\_\_\_

Title \_\_\_\_\_

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. Nespor, Assistant City Attorney

RESOLUTION 2008-195

WHEREAS, the City Of Grand Island invited proposal for consulting services for Major Permit Modifications at the Solid Waste Landfill, according to Request Proposals on file with the Solid Waste Division of the Public Works Department; and

WHEREAS, on July 1, 2008 proposals were received, reviewed, and evaluated in accordance with established criteria; and

WHEREAS, AquaTerra Environmental Solutions, 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 with the work performed at actual costs with a maximum of \$39,736.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of AquaTerra Environmental Solutions, Inc. of Omaha, Nebraska for consulting services for Major permit Modifications at the Solid Waste Landfill is hereby approved.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, July 22, 2008.

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

Attest:

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