



City of Grand Island

Tuesday, July 14, 2009

Council Session

Item G10

**#2009-163 - Approving Contract Agreement for Easement
Appraisal Services for the 115 kV Interconnection Line with NPPD
at St. Libory**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Wesley Nesor, Asst. City Attorney/Purchasing

Meeting: July 14, 2009

Subject: Contract Agreement for Easement Appraisal Services

Item #'s: G-10

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

Background

On April 21, 2009, a presentation was made during a Council Study Session summarizing a 115 kV Transmission Line Route Study for a new transmission line to be constructed northwest of the City. During the following City Council meeting on April 28, 2009, Council authorized the Utilities Department to proceed with the necessary engineering, permits and other services required to construct the new transmission line. Easements and landowners have been identified for the new line. Obtaining accurate appraisals of the identified easements is the next step in the process.

Additionally, the Water Department Budget includes funding for the construction of a trunk line to close a loop section on the west edge of the City Water Distribution System; on Engleman Road, from Old Potash Highway to 13th Street. The project involves three temporary construction easement appraisals and one permanent easement appraisal for that water main extension on the west side of Grand Island. These appraisals were also included in the scope of this Request for Proposals.

Discussion

The Request for Proposals was issued in June, 2009, with a requested completion date of August 31, 2009. An advertisement was published in the Grand Island Independent and sent to all of the local appraisers. Three specification packages were sent to Nebraska appraisers with known experience in utility easement appraisals.

Only one proposal was received; that, from Johnson Appraisal, LLC, in Lincoln, Nebraska. Johnson Appraisal, LLC has extensive experience and references, including the City of Grand Island. Johnson Appraisal, LLC submitted a proposal with a "Not to

Exceed” amount of \$13,800 for the 115 kV transmission line and \$3,000 for the water main extension. A copy of the proposed Contract Agreement is attached.

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 enter into a contract with Johnson Appraisal, LLC for easement appraisal services, in accordance with the July, 2009 proposal.

Sample Motion

Move to approve the Contract Agreement for Appraisal Services with Johnson Appraisal, LLC, of Lincoln, Nebraska.



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
EASEMENT APPRAISAL SERVICES**

RFP DUE DATE: July 6, 2009 at 11:00 a.m.

DEPARTMENT: Utilities

PUBLICATION DATE: June 16, 2009

NO. POTENTIAL BIDDERS: 3

SUMMARY OF PROPOSALS RECEIVED

Johnson Appraisal LLC
Lincoln, NE

cc: Gary Mader, Utilities Director
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney
Travis Burdett, Phelps Control Eng.

Pat Gericke, Utilities Admin. Assist.
David Springer, Finance Director
Wes Nespor, Purchasing Agent

P1349

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between _____
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 calling for proposals to be published, for EASEMENT APPRAISAL SERVICES; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible proponent, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, 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, 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 General Specifications, 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 _____ Dollars \$
_____ 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 General Specifications.

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 EASEMENT APPRAISAL SERVICES.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall complete the work on or before August 31st, 2009. It is understood and agreed that time is the essence of the contract.

CONTRACT AGREEMENT (Continued)

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, sex, 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.

Contractor _____

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____

Mayor

Date _____

Attest: _____

City Clerk

The contract, insurance, and any required bonds are in due form according to law and are hereby approved.

Attorney for the City

Date _____

RESOLUTION 2009-163

WHEREAS, at the April 28, 2009 Council meeting, the Utilities Department was authorized to proceed with the necessary engineering, permits and other services required to construct a new 115 kV transmission line northwest of the City; and

WHEREAS, easements and landowners have been identified for the new line; and

WHEREAS; the Utility Department Budget also includes funding for the construction of a water trunk line to close a loop section on the west edge of the City Water Distribution System on Engleman Road, from Old Potash Highway to 13th Street; and

WHEREAS; the project involves three temporary construction easement appraisals and one permanent easement appraisal for that water extension on the west side of Grand Island; and

WHEREAS; appraisal services for both the water line and the transmission line were included in the scope of this Request for Proposals; and

WHEREAS; only one proposal was received from Johnson Appraisal, LLC from Lincoln Nebraska in the amount not to exceed \$13,800 for the 115 kV transmission line and \$3,000 for the water main extension.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the Mayor is hereby authorized to, on behalf of the City, to execute the Agreement between the City of Grand Island and Johnson Appraisal, LLC, for appraisal services.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
July 9, 2009 ☐ City Attorney