



# City of Grand Island

Tuesday, March 24, 2015

Council Session

## Item G-8

**#2015-76 - Approving Nebraska H2O Construction/Post  
Construction Stormwater Management Program Development;  
Phase 2 – Felsburg, Holt & Ullevig**

Staff Contact: John Collins, P.E. - Public Works Director

# Council Agenda Memo

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** March 24, 2015

**Subject:** Approving Nebraska H<sub>2</sub>O Construction / Post Construction Stormwater Management Program Development; Phase 2 – Felsburg, Holt & Ullevig

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

**Presenter(s):** John Collins PE, Public Works Director

## Background

Ten (10) of the Nebraska H<sub>2</sub>O communities gathered, August 2013, to begin work on the Nebraska H<sub>2</sub>O Construction/Post Construction Stormwater Management Program Development – Phase I. Such phase of this program provided for finding the correct fit for each community in design, review and submittal standards for building permits and platting in connection with stormwater regulations.

The total amount for Phase I services was \$31,800.00, of which the City of Grand Island's portion of \$6,421.22 was approved by Nebraska Department of Environmental Quality (NDEQ), as well as through the City's procurement policy with a purchase order being issued to the firm of Felsburg, Holt and Ullevig. In the original scope of services the fee for individual communities was pro-rated based on Nebraska H<sub>2</sub>O community population percentages.

## Discussion

The Nebraska H<sub>2</sub>O Communities are now ready to move forward with Phase II of the Construction/Post Construction Stormwater Management Program Development, which will develop post construction stormwater standards and procedures that meet the minimum Environmental Protection Agency (EPA)/Nebraska Department of Environmental Quality (NDEQ) MS4 Permit requirements and can easily be adopted. The total amount for Phase II services is \$46,700.00, with the City's portion of Phase II at \$9,465.12. Fees for the participating communities have again been pro-rated based on Nebraska H<sub>2</sub>O community population percentages.

## **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 Phase II of the Construction/Post Construction Stormwater Mangement Program Development with Felsburg, Holt and Ullevig in the amount of \$9,465.12.

## **Sample Motion**

Move to approve the resolution.



February 4, 2015

City of Grand Island  
Public Works Department  
c/o Mr. Terry Brown  
100 East First Street  
Grand Island, Nebraska 68801

RE: Nebraska H2O Construction/Post-Construction Stormwater Management Program Development  
Proposal for Phase 2 – Standards Development

Dear Mr. Brown,

On October 31<sup>st</sup> in Kearney, Nebraska Felsburg Holt & Ullevig (FHU) convened with the Nebraska H2O group to discuss recommendations that came out of the Phase I – Background Assessment report and next steps associated with the development of a sustainable post-construction stormwater management program. What we heard from the Nebraska H2O group varied in terms of wants and needs; however, as the next step, the consensus by the group was to develop post construction stormwater standards that meet the minimum MS4 Permit requirements and could be readily adopted. This proposal addresses Phase 2 services that will be provided by FHU for the development of post construction stormwater standards as follows:

**Task 1: Development of Post Construction Stormwater Standards and Procedures**

FHU will meet with Participating Nebraska H2O members on four accounts. The meetings will be held in different Nebraska H2O communities across the state with the option for those interested in participating to join the meeting live or call in. With each of the first three meetings the intent is to (1) introduce participating members to representative standards and procedures adopted by up to four communities; (2) help participating members understand how those communities arrived at adopting various standards and procedures, including the process and technical aspects behind development of those standards and procedures; (3) draft a recommendation of at least one alternative for the group to consider adopting; and (4) finalize the recommended standards and procedures selected by participating communities in a format that may be adopted for use by each community.

---

11422 Miracle Hills Drive, Suite 115    Omaha, NE 68154    tel 402.445.4405    fax 402.445.4394  
www.fhueng.com    info@fhueng.com

For communities that desire to attend each meeting, FHU intends to provide the background behind standards adopted by representative communities so that each participating Nebraska H2O community has the opportunity to make an informed choice when adopting standards locally. This background presentation effort is part of the scope and is not broken out by community. FHU believes this effort is beneficial for equipping communities to implement the recommended program requirements sustainably. Each community may take advantage of these presentations if they choose to, but are not required. Lack of meeting attendance will not impact the project budget. At the end of this task, all participating communities will be able to make use of recommended language and standards that will be developed by FHU and the group. Nebraska H2O communities may then use these standards as a jumping off point to develop a more individualized and robust program together or separately as they see fit. Individual modifications for each community is not included as part of this project.

Four meetings have been broken up to systematically address the development of program standards and procedures as follows:

#### Rainfall, Runoff, and Minimum Treatment Standards

The first meeting will address rainfall, runoff, and minimum treatment standards. FHU will provide an overview of standards adopted by representative communities, how they arrived at those numbers, and how it relates to each of the participating communities across the state. We'll discuss the distribution of rainfall, rainfall amounts and frequency, accounting for runoff, and applicability to new development and redevelopment. We'll relate this information to water quality and minimum treatment standards. Our recommendations for minimum treatment standards and when TMDLs need to be addressed will be provided and the group will have time to discuss the topic. Notes of the meeting will be provided along with supporting documentation of any decisions. This meeting is expected to take approximately 3 hours.

#### Stormwater Treatment Hydrology

The second meeting will address stormwater treatment hydrology adopted by representative communities. Again, we'll provide background that includes the methods and criteria used to calculate the amount of rainfall or runoff that needs to be treated, discuss influencing circumstances such as stormwater runoff, and talk about the relationship between these calculations and stormwater Best Management Practice (BMP) sizing. Sizing is a critical factor in selecting BMPs. Available information will be shared that relates the sizing of BMPs to cost of a project. We'll also provide an overview of how this relates to your storm sewer systems and stormwater detention requirements. Our recommendations will be provided and the group will have time to discuss the topic. Notes of the meeting will be provided along with supporting documentation on any decisions. This meeting is expected to take approximately 3 hours.

### Treatment Design Standards

The third meeting will address stormwater BMPs and design manuals. We'll provide an overview that summarizes the various types of BMPs adopted by representative communities and talk about BMP selection and applicability to varying soil and groundwater conditions across the state. We'll also talk about retrofitting existing detention basins and regional facilities and tie that back to our discussion on hydrology. Finally, we'll share options for requiring on-going maintenance and available information about the anticipated costs to provide maintenance for various BMPs. Our recommendations will be provided and the group will have time to discuss the topic. Notes of the meeting will be provided along with supporting documentation on any decisions. This meeting is expected to take approximately 3 hours.

### Standards and Procedures Documentation

The fourth and final meeting will include discussion on a draft document that will be prepared based on feedback provided during previous meetings. This document will likely take the form of Post-Construction Stormwater Design Standards and Procedures Memorandum and include the following content:

- Minimum stormwater treatment standards and the conditions to which they apply
- Stormwater treatment hydrology calculations under varying conditions
- References to adopted BMP design manuals as accepted practices including general exceptions if warranted
- General procedures related to the platting and site plan processes
- General procedures related to inspections and maintenance
- Stormwater treatment plan submittal checklist

Again, the memorandum will be in a format that is readily adoptable by the community. A draft memorandum will be provided in advance of this meeting so that each participating community may review it beforehand. This meeting is expected to last approximately 2 hours. The document will be finalized based on feedback received at this meeting and provided to each participating community.

The anticipated schedule for deliverables and meetings (including meeting locations) is as follows:

Description	Planned Date
<b>Meeting 1 (Lincoln)*</b>	March 24, 2015
<b>Meeting 2 (Kearney)</b>	April 15, 2015
<b>Meeting 3 (Scottsbluff)**</b>	May 6, 2015
<b>Meeting 4 (Kearney)</b>	June 10, 2015
<b>Final Report</b>	July 1, 2015

\* Date and Location Coincides with NeFSMA/IECA Spring Conference

\*\* Date and Location Coincides with NeFSMA Annual Conference

The following assumptions or exclusions have been made in preparing this scope of work:

- This phase does not include the development of new material other than documentation of meetings and decisions made by the group on material referenced, discussed, and recommended during the meetings; and the development of the memorandum. The development of new material such as specific rainfall values for each community, new or modified BMP design guides, and specific maintenance procedures and forms, for example, are outside of this scope.
- The process and meetings scoped herein are not intended to include public involvement or involvement of a larger targeted stakeholder group. If this is desired in a manner that will benefit all participating communities, the scope may be amended to account for additional meetings and other tasks associated with expanded involvement. Individual community meetings with community leaders or public stakeholders may be contracted with FHU separately.

Each Nebraska H2O community is given the opportunity to participate. It is strongly recommended that all communities participate in the project to share the project cost, provide meaningful feedback, and improve the opportunity for successful local implementation. As with the Phase I project, FHU will issue a lump sum contract to each of those participating communities representing their share of this work.

The total amount for Task 1 services is \$46,700.00. Fees for the participating communities have been pro-rated based on Nebraska H2O community population percentages. The breakout of fees for Nebraska H2O communities is as follows:

Phase II Community	Population *	Population Percentage *	Pro-Rated Fee
<b>Beatrice</b>	12,459	5.20%	\$ 2,430.46
<b>Columbus</b>	22,111	9.24%	\$ 4,313.34
<b>Fremont</b>	26,397	11.03%	\$ 5,149.44
<b>Grand Island</b>	48,520	20.27%	\$ 9,465.12
<b>Hastings</b>	24,907	10.40%	\$ 4,858.78
<b>Kearney</b>	30,787	12.86%	\$ 6,005.83
<b>Lexington</b>	10,230	4.27%	\$ 1,995.63
<b>Norfolk</b>	24,210	10.11%	\$ 4,722.81
<b>North Platte</b>	24,733	10.33%	\$ 4,824.83
<b>Scottsbluff</b>	15,039	6.28%	\$ 2,933.76
<b>TOTAL</b>	<b>252,746</b>	<b>100.00%</b>	<b>\$ 46,700.00</b>

\* 2010 Census Numbers

FHU proposes to conduct this scope of services for the City of Grand Island for the lump sum amount of \$9,465.12.

This amount would be established as a “not to exceed” limit beyond which no charges could be made without your prior approval.

Additional services that are required outside the Scope of Work, such as additional meetings or documents, would be performed on a time and materials basis using the attached hourly rates. Additional work would not be performed without written authorization from the client.



If the conditions of this proposal and attached standard contract provisions are acceptable to you, please print and sign two copies of this letter, and mail or fax one copy to us for our files. If you have any questions about this proposal, please give Project Manager, Dave Lampe, or me a call at (402) 445-4405.

Sincerely,

**FELSBURG HOLT & ULLEVIG**



David G. Lampe, PE, CFM  
Senior Water Resources Engineer

and



Kyle A. Anderson, PE, PTOE  
Executive Vice President

O:\Projects\12-221-00 Nebraska H2O\Project Management\Task 2 Contracts\Nebraska H2O Construction Post Construction Proposal - Phase 2 Letter - Grand Island.doc

\_\_\_\_\_  
Accepted By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

---

## LETTER AGREEMENT STANDARD PROVISIONS

### A. SERVICES BY THE CONSULTANT

The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services in connection with this project.

The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in Scope of Work in the letter proposal or Letter Agreement.

### B. RESPONSIBILITIES OF THE CLIENT

The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services.

The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

### C. EXTRA WORK

The **CLIENT** may desire to have the **CONSULTANT** perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the **CLIENT**. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached rate schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

### D. TIME OF BEGINNING AND COMPLETION

Signing this form is authorization by the **CLIENT** for the **CONSULTANT** to proceed with the work. Completion is as noted in the letter agreement.

### E. PAYMENT

Unless otherwise provided herein, **CONSULTANT** shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work actually performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. In the event any portion of or all of an account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.

### F. DELAYS

If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **CLIENT** or its agents, employees or contractors, or by changes in the work, or by extended reviews by the **CLIENT**, fire, unavoidable casualties,

or by any causes beyond the **CONSULTANT'S** control, the time schedule shall be extended for a reasonable length of time, and **CONSULTANT'S** compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, relocation of other expenses incidental to such delays.

### G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** in connection with this project are instruments of service for this project only and shall remain the property of the **CONSULTANT** whether the project is completed or not. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project without the written permission of the **CONSULTANT** shall be at the **CLIENT'S** risk and the **CLIENT** agrees to defend, indemnify and hold harmless the **CONSULTANT** from all claims, damages, and expenses including attorneys fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**. Any reuse or adaptation of the **CONSULTANT'S** work product shall entitle the **CONSULTANT** to equitable compensation.

### H. INSURANCE

During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Nebraska, Professional Liability Insurance in the amount sufficient to cover **CONSULTANT'S** liability under paragraph O. below, Automobile Liability of \$150,000 per person, \$600,000 per occurrence, and Comprehensive General Liability of \$150,000 per person, \$600,000 per occurrence. The **CONSULTANT** shall provide certificates of insurance to the **CLIENT** indicating compliance with this paragraph, if requested.

### I. TERMINATION

Either the **CLIENT** or the **CONSULTANT** may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. The **CLIENT** shall within sixty (60) calendar days of termination pay the **CONSULTANT** for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

### J. DISPUTES

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the **CLIENT** and the **CONSULTANT** agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.



**K. GOVERNING LAW**

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Nebraska.

**L. SUCCESSORS AND ASSIGNS**

The CLIENT and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

**M. EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the CONSULTANT and any other CONSULTANT or contractor or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

**N. NOTICES**

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address shown below. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

**O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY**

The CONSULTANT shall use reasonable professional skill and judgment in connection with services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the CONSULTANT, an error or omission is discovered within a reasonable time, the CONSULTANT shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the CONSULTANT is given a reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The CONSULTANT will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the CONSULTANT'S qualifications, and experience. The CONSULTANT makes no warranty,

expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CONSULTANT'S negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the CONSULTANT is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT'S officers, directors, partners, employees, agents and subconsultants, and any of them, to the CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the CONSULTANT or the CONSULTANT'S officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by the Design Professional under this Agreement, or the total amount of \$50,000, whichever is less.

IN WITNESS WHEREOF, the CLIENT agrees to the terms of these Special Provisions in conjunction with the attached Letter Agreement:

CLIENT: \_\_\_\_\_

By: \_\_\_\_\_

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

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



RESOLUTION 2015-76

WHEREAS, in August 2013 ten (10) of the Nebraska H<sub>2</sub>O communities gathered to begin work on the Nebraska H<sub>2</sub>O Construction/Post Construction Stormwater Management Program Development – Phase I; and

WHEREAS, through Purchase Order No. 30109, in the amount of \$6,421.22, the City of Grand Island paid their portion of such work, which provided for finding the correct fit for each community in design, review and submittal standards for building permits and platting in connection with stormwater regulations; and

WHEREAS, the Nebraska H<sub>2</sub>O Communities are now ready to move forward with Phase II of the Construction/Post Construction Stormwater Management Program Development, which will develop post construction stormwater standards and procedures that meet the minimum MS4 Permit requirements and can easily be adopted; and

WHEREAS, the total amount for Phase II services is \$46,700.00, with the City's portion being \$9,465.12; and

WHEREAS, fees for the participating communities have again been pro-rated based on Nebraska H<sub>2</sub>O community population percentages.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the approval to proceed with Phase II of the Construction/Post Construction Stormwater Management Program Development with Felsburg, Holt and Ullevig is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form	☐ _____
March 20, 2015	☐ City Attorney