



# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item G9

**#2011-153 - Approving Energy Efficiency Agreement for Thermal Imaging Project**

Staff Contact: Joni Kuzma

# Council Agenda Memo

**From:** Joni Kuzma, Community Development

**Meeting:** June 28, 2011

**Subject:** Approving Energy Efficiency Block Agreement for Thermal Infrared Imaging Project

**Item #'s:** G-9

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

## Background

In June 2009, the City of Grand Island was awarded a \$199,000 Energy Efficiency and Conservation Block Grant (EECBG) from the Department of Energy and The American Recovery and Reinvestment Act of 2009 appropriation. The purpose of the EECBG program is to assist eligible entities in creating and implementing strategies to

- Reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practical, maximizes benefits for local and regional communities;
- Reduce the total energy use of the eligible entities; and
- Improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors.

City staff met with City Administration in selecting projects for submission to the Department of Energy and to complete an Energy Efficiency and Conservation Strategy for the City. All projects were approved by the Department of Energy and are fully funded through the grant.

## Discussion

One of the three projects selected by the City was to conduct an aerial Georeferenced Thermal Infrared Imaging Survey of the city. This aerial survey will measure building roof heat loss levels across the city which will be used to create an energy consumption map of the city. The thermal survey can be cross-referenced with the Geographic Information System (GIS) to identify either specific buildings or clusters of structures in a neighborhood. The information can be used to educate property owners, residents and business about energy consumption measures they could implement if desired, for long-

range energy efficiency improvement planning for public/private buildings, and to identify future project areas that may benefit from energy efficiency retrofits.

A Request for Proposals was published in the March 1, 2011 Grand Island Independent with a deadline of 4:00 p.m. Friday, March 11, 2011. Two RFP packets were mailed to companies that offered this or a similar service. One proposal was received and rated according to the specifications outlined in the Request for Proposals. The project award recommendation is Cornerstone Mapping in the amount of \$45,000. The grant will pay the full amount and must be expended by September 30, 2012. No matching funds are required.

### **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 energy efficiency award as recommended.

### **Sample Motion**

Move to approve the energy efficiency award for Thermal Infrared Imaging to Cornerstone Mapping.



**CONTRACT AGREEMENT – EECBG-7A-2011**

**American Recovery and Reinvestment Act of 2009  
Energy Efficiency and Conservation Block Grant  
ENERGY EFFICIENCY PROJECTS**

THIS AGREEMENT made and entered into this 28nd day of June, 2011, by and between Cornerstone Mapping, Aaron Schepers, President, 8118 S. 23<sup>rd</sup> Ct., Lincoln, Nebraska, 68512, hereinafter called the Contractor, and the City of Grand Island, 100 E. 1<sup>st</sup> St., Grand Island, Nebraska, 68801 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 and in consideration of completion of a Georeferenced Airborne Thermal Infrared imaging survey of the city.

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 proposer, 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 **Forty-Five Thousand Dollars and 00/100 \$45,000.00**, 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 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 contractor agrees to comply with the Buy American Provisions set forth in section 1605 of the American Recovery and Reinvestment Act. Buy American Recovery Act provisions apply to funds used for a project for the construction alteration, maintenance or repair of a public building or public work. The Contractor agrees to provide documented certification verifying that the product was manufactured domestically.

The Contractor agrees to supply ENERGY STAR qualified and Federal Energy Management Program designated products, as well as documentation certifying use of said qualified energy consuming products and systems.

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 a Georeferenced Airborne Thermal Infrared imaging survey of the city.

#### CONTRACT AGREEMENT (Continued)

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required insurance is approved, and that the Contractor shall complete the work by **March 31, 2012, unless otherwise agreed upon by both parties.** It is understood and agreed that time is the essence of the contract.

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. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The contractor agrees to comply with the following national policies prohibiting discrimination:

1 On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DOE regulations at 10 CFR part 1040;

2 On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042;

3 On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE regulations at 10 CFR part 1040;

4 On the basis of disability, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations at 10 CFR part 1041;

5 On the basis of race, color, national origin, religion, disability, familial status, and sex under Title VIII of the Civil Rights Act (42 U.S.C. 3601 et seq.) as implemented by the Department of Housing and Urban Development at 24 CFR part 100; and

6 On the basis of disability in the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) for the design, construction, and alteration of buildings and facilities financed with Federal funds.

The Contractor further agrees to maintain a drug-free workplace policy.

ARTICLE VI. The contractor agrees to comply with applicable provisions of 1) the Clean Air Act (42 U.S.C. 7401, et. Seq.) and Clean Water Act (33 U.S.C. 1251, et. Seq.) as implemented by Executive Order 11738 [3 CFR 1971-1975 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR part 32, Subpart J; 2) the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35, and 3) any other applicable environmental policies.

ARTICLE VII. The contractor agrees to comply with Section 1606 of the American Recovery and Reinvestment Act of 2009 with regard to **Davis-Bacon Act prevailing wage requirements for projects in excess of \$2,000 for the construction, alteration, and/or repair of public buildings or public works. Contractors and subcontractors are required to pay laborers and mechanics employed on a covered contract wages and fringe benefits determined by the Secretary of Labor to be prevailing for corresponding classes of employees engaged on similar projects in the locality.** Accordingly, contractors and subcontractors must ensure that any laborers and mechanics employed on projects funded or assisted in whole or in part by Recovery Act funds are paid prevailing wages as determined by the Secretary of Labor for construction, alteration, and/or repair (including painting and decorating).

The contractor agrees that all laborers and mechanics on this project (whether employed by the contractor or subcontractor) will be paid on a weekly basis and will submit weekly certified payroll records to Community Development. The most current DOL Wage Determination was provided in the Request for Proposal specifications and is attached to this contract.

ARTICLE VIII. 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 common 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.

CONTRACT AGREEMENT (Continued)

ARTICLE IX. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

CERTIFICATION OF ELIGIBILITY:

The eligibility of this contractor has been certified.

The Contractor has not been debarred or suspended from providing services paid for in part or in whole by federal funding.

The Contractor is a registered contractor with the Nebraska Department of Labor.

The Contractor has provided a current copy of their liability insurance to the City of Grand Island.

Please initial the following items if agreed:

The Contractor agrees to adhere to the Davis-Bacon guidelines as stated in Article VII of this contract Agreement, if applicable.

The Contractor agrees to attend a preconstruction conference prior to the agreed upon project start date.

The Contractor acknowledges receipt of HUD form-4010 "Federal Labor Standards Provisions" as a contract attachment.

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

CONTRACTOR (Printed Name): \_\_\_\_\_

COMPANY NAME: Cornerstone Mapping \_\_\_\_\_

CONTRACTOR SIGNATURE: \_\_\_\_\_ Date \_\_\_\_\_  
Aaron Schepers, GISP

CONTRACTOR TITLE: President \_\_\_\_\_

CITY OF GRAND ISLAND, NEBRASKA,

By \_\_\_\_\_ Date \_\_\_\_\_  
Jay Vavricek, MAYOR

Attest: \_\_\_\_\_  
RaNae Edwards, CITY CLERK

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

\_\_\_\_\_  
Attorney for the City

Date \_\_\_\_\_

RESOLUTION 2011-153

WHEREAS, in June 2009, the City of Grand Island was awarded a \$199,000 Energy Efficiency and Conservation Block Grant (EECBG) from the Department of Energy and The American Recovery and Reinvestment Act of 2009 appropriation; and

WHEREAS, energy efficiency projects were approved by the Department of Energy that would reduce the total energy use of the eligible entities and improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors; and

WHEREAS, an aerial Georeferenced Thermal Infrared Imaging project is an eligible grant activity; and

WHEREAS, a formal Request for Proposal process was utilized in procuring for qualified project proposals; and

WHEREAS, a qualifying proposal was received and rated according to the specifications outlined in a Request for Proposals as follows:

Cornerstone Mapping: \$45,000

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Grand Island City Council approves the energy efficiency award as recommended.

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Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form    ☐ \_\_\_\_\_  
June 23, 2011            ☐ City Attorney