



City of Grand Island

Tuesday, April 10, 2012

Council Session

Item G15

**#2012-96 - Approving Award of Proposal for Engineering Services
Related to Environmental Monitoring Services at the Landfill**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Jeff Wattier, Solid Waste Superintendent

Meeting: April 10, 2012

Subject: Approving Award of Proposal for Engineering Services
Related to Environmental Monitoring Services at the
Solid Waste Landfill

Item #'s: G-15

Presenter(s): John Collins, P.E., Public Works Director

Background

The Solid Waste Division of the Public Works Department is responsible for the operation of the city's 330 acre solid waste landfill. The landfill is in Hall County and located seven (7) miles north of Shelton, Nebraska at 19550 West Husker Highway, just east of the Hall/Buffalo County Line.

On February 29, 2012 a Request For Proposals (RFP) for engineering services related to environmental monitoring services at the landfill was advertised in the Grand Island Independent and sent to six (6) potential proposers.

As per NDEQ Title 132-Integrated Solid Waste Management Regulations and the Grand Island Regional Landfill operating permit #NE0210658, groundwater monitoring and reporting must be performed on a semi-annual basis to ensure that landfill operations are not impacting ground water quality.

Discussion

Six (6) proposals were received on March 20, 2012. The proposals were reviewed by Solid Waste Superintendent, Jeff Wattier; Public Works Manager of Engineering Services, Terry Brown, P.E.; and Public Works Storm Water Technician, Scott Sekutera. G.N. Kuhn Engineering, LLC of Omaha, Nebraska submitted the proposal that was chosen using evaluation criteria listed in the RFP.

G.N. Kuhn Engineering, LLC will provide engineering services to collect groundwater samples, packing/shipping & handling water samples, laboratory analysis of water

samples, statistical analysis of analytical results, documentation, and quality control/quality assurance & reporting for the next five (5) years, for an amount not to exceed \$54,950.00.

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 proposal by G.N. Kuhn Engineering, LLC of Omaha, Nebraska for an amount not to exceed \$54,950.00.

Sample Motion

Move to approve the proposal by G.N. Kuhn Engineering of Omaha, Nebraska.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ENVIRONMENTAL MONITORING SERVICES AT THE SOLID WASTE LANDFILL**

RFP DUE DATE: March 20, 2012 at 2:30 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: February 29, 2012

NO. POTENTIAL BIDDERS: 6

SUMMARY OF PROPOSALS RECEIVED

Aquaterra Env. Solutions, Inc.
Omaha, NE

Midwest Laboratories, Inc.
Omaha, NE

GSI
Grand Island, NE

SCS Engineers
Overland Park, KS

ATC Associates, Inc.
Omaha, NE

G.N. Kuhn Engineering, LLC
Omaha, NE

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Jason Eley, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Jaye Monter, Finance Director
Jeff Wattier, Solid Waste Supt.

P1541

AGREEMENT

THIS AGREEMENT made and entered into this 10th day of April, 2012, by and between GNK Engineering, LLC hereinafter called the Consultant, and the **City of Grand Island, Nebraska**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused agreement documents to be prepared and an advertisement of a **Request for Proposals for Professional Engineering Consulting Services for Environmental Monitoring Services For 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 Consultant submitted the best proposal based on the evaluation criteria listed in the Request For Proposals, a copy thereof being attached to and made a part of this agreement, and has duly awarded to the said Consultant an agreement therefore, for the sum or sums named in the **Environmental Monitoring Services Proposal Form** with terms & conditions submitted by the Consultant, a copy thereof being attached to and made a part of this agreement;

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 agreement documents as listed in the attached **Request for Proposals for Environmental Monitoring Services For The Solid Waste Landfill for the City of Grand Island** and in the attached **Environmental Monitoring Services Proposal Form** 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 adjustment as provided by the agreement) of Fifty-Four Thousand Nine Hundred Fifty 00/100 Dollars (**\$54,950.00**) 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 Consultant 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 attached **Request for Proposals for Environmental Monitoring Services For The Solid Waste Landfill for the City of Grand Island.**

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

ARTICLE V. The Consultant 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 Consultant 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 Consultant and all Sub Consultants 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 Consultant agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VII. GRATUITIES AND KICKBACKS: 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 an agreement or sub agreement, 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 Sub Consultant under an agreement to the prime Consultant or higher tier Sub Consultant or any person associated therewith, as an inducement for the award of a Sub Consultant to order.

ARTICLE VIII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE IX. LB 403: Every public consultant and his, her or its subconsultants who are awarded an agreement 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.

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

GNK ENGINEERING, LLC.

By _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

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

Jason Eley, Asst. City Attorney

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subagreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

G.N. KUHN ENGINEERING, LLC (GNK) ---
TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

1. **SCOPE OF SERVICES:** GNK will perform the services set forth in the proposal for this project, of which these terms and conditions are a part. Initiation of services by GNK will automatically incorporate these terms and conditions into this project.
2. **PAYMENTS:** GNK will submit invoices to client monthly and a final bill upon completion of services. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice and is past due 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by GNK relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by GNK.
3. **OWNERSHIP OF DOCUMENTS:** All documents prepared by GNK are considered instruments of service, and shall remain the property of GNK. Any reuse by client without written verification or adaptation by GNK for the specific purpose intended will be at client's sole risk and without legal liability or exposure to GNK.
4. **INSURANCE:** GNK will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages at all times. An insurance certificate will be provided upon request.
5. **INDEMNITY:** GNK will indemnify client for a loss, damage or injury to the extent a loss, damage or injury is caused by the negligent errors or omissions of GNK or any of its employees.
6. **LIMITATION OF LIABILITY:** GNK and client agree to allocate certain risks so that GNK's total aggregate liability to client is limited to \$50,000 or the fee for services, whichever is greater, and client hereby releases GNK from any liability above such amount. This applies to any loss and all injuries, damages, claims or expenses, including attorneys' fees and expert witness fees, arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, GNK's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort or statute.
7. **SAFETY:** GNK is not responsible or liable for injuries or damages incurred by third parties who are not employees of GNK. It is agreed that GNK is not responsible for job or site safety on this project. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
8. **THIRD PARTY RELIANCE:** All documents produced by GNK are for client's use only. At client's request, GNK may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to be bound by the terms and conditions in this Agreement between GNK and client.
9. **UTILITIES AND SUBTERRANEAN STRUCTURES:** GNK will take reasonable precautions to avoid causing damage to utilities and subterranean structures. GNK is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to GNK's attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.

10. CHANGED CONDITIONS: If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, GNK will notify client and the parties will renegotiate the scope and price. GNK and client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to, GNK will have the right to terminate this Agreement without penalty.
11. DISPUTES: If a dispute arises, GNK and client agree that they will make a reasonable, good faith effort to resolve the dispute prior to either commencing legal action. The parties agree to meet, on multiple occasions if necessary, with senior management who are authorized to act on their behalf participating.
12. TESTING AND OBSERVATION SERVICES: This section will apply if GNK is hired by client to provide a site representative for the purpose of testing or observing specific portions of the work. This work will not include supervision or direction of the actual work of any contractors, their employees or agents. We will observe the portion of the work we have been hired for and perform tests, the results being delivered to client, or others if directed by client. Even with very careful field testing and observation, client understands that field testing and observation is conducted to reduce, not eliminate, the risk of problems arising and that providing these services does not create a warranty or guarantee of any type.
13. SOIL BORING AND TEST LOCATIONS: The accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates. Client must hire a professional surveyor if greater accuracy is required or desired. GNK reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.
14. ON SITE SERVICES: Project site visits by GNK, or the furnishing of employees to work on the project, will not make GNK responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.
15. TERMINATION: Services may be terminated by GNK or client by providing 7 days written notice in the event of substantial failure to perform in accordance with the terms herein. Client shall pay GNK all amounts due for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by GNK in terminating the services.
16. SEVERABILITY: If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.
17. GENERAL RESPONSIBILITIES OF CLIENT: Client will, within a reasonable period of time, so as not to delay the services of GNK: place at GNK's disposal all available information pertinent to the project; GNK may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to GNK whenever client observes or otherwise becomes aware of any defect in GNK's services; and client will arrange for access to public and private property as required for GNK to provide its services.
18. ENTIRE AGREEMENT—PRECEDENCE: These terms and conditions and GNK proposal/report contain the entire agreement between GNK and client relative to the scope of services. All previous or contemporaneous agreements, representations, promises and conditions relating to GNK services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to GNK a purchase order, no preprinted terms thereon will become part of this Agreement. Said purchase order document, whether or not signed by GNK, shall be considered a document for client's internal management of its operations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/19/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER All American Insurance, Inc. 4951 S 155th St Omaha NE 68137		CONTACT NAME: Linda Leapley PHONE (A/C No. Ext): (402) 467-5355 FAX (A/C No.): (402) 467-5422 E-MAIL ADDRESS: leapley@allamericanins.com															
INSURED Gary N Kuhn, P.E. 5718 S 166th St Omaha NE 68135		<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: The Hartford</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Hartford		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: The Hartford																	
INSURER B:																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: CL1231916081

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		Pending	3/19/2012	3/19/2013	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		Pending	3/19/2012	3/9/2013	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CITY OF GRAND ISLAND
CITY HALL 100 EAST FIRST ST
GRAND ISLAND, NE 68802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ben Struyk/WES2

ACORD 25 (2010/05)

INS025 (201005).01

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ENVIRONMENTAL MONITORING PROPOSAL FORM

A. BASIC SERVICES

Item	Description	Unit Price (Per Event)
1	Groundwater Sampling Event for Indicator Parameters: water levels (12 monitoring wells), groundwater sampling (9 monitoring wells), laboratory testing (Table 4, Indicator Parameters), data statistical analysis and reporting.	<u>\$4,590⁰⁰</u>
	<u>Four Thousand, Five Hundred Ninety Dollars ⁰⁰/₁₀₀</u> (State unit price in words)	
2	Groundwater Sampling Event for Appendix I and Indicator Parameters: water levels (12 monitoring wells), groundwater sampling (9 monitoring wells), laboratory testing (Table 3, Appendix I Parameters and Table 4, Indicator Parameters), data statistical analysis and reporting.	<u>\$6,400⁰⁰</u>
	<u>Six Thousand, Four Hundred Dollars and ⁰⁰/₁₀₀</u> (State unit price in words)	

B. ADDITIONAL SERVICES

Attach the following (for service not covered by Scope of Services):

- Rate Sheet for Laboratory Analytical Services
- Rate Sheet for Field Services

RESOLUTION 2012-96

WHEREAS, the City Of Grand Island invited proposals for engineering services related to Environmental Monitoring Services at the Solid Waste Landfill, according to the Request Proposals on file with the Solid Waste Division of the Public Works Department; and

WHEREAS, on March 20, 2012 proposals were received, reviewed, and evaluated in accordance with established criteria; and

WHEREAS, G.N. Kuhn Engineering, LLC, 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 \$54,950.00 over a five-year period.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of G.N. Kuhn Engineering, LLC, of Omaha, Nebraska for engineering services for Environmental Monitoring Services at the Solid Waste Landfill 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, April 10, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk