



# City of Grand Island

Tuesday, April 24, 2012

Council Session

## Item G13

**#2012-112 - Approving Award of Proposal for Engineering Services Related to Emission Rate Testing at the Solid Waste Landfill**

Staff Contact: John Collins, Public Works Director

# **Council Agenda Memo**

**From:** Jeff Wattier, Solid Waste Superintendent

**Meeting:** April 24, 2012

**Subject:** Approving Award of Proposal for Engineering Services  
Related to Emission Rate Testing at the Solid Waste  
Landfill

**Item #'s:** G-13

**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 March 14, 2012 a Request For Proposals (RFP) for engineering services related to emission rate testing at the landfill was advertised in the Grand Island Independent and sent to six (4) potential proposers.

As per NDEQ Title 132-Integrated Solid Waste Management Regulations and the Grand Island Regional Landfill operating permit #NE0210658, Tier II emission rate sampling, analysis, and reporting must be completed every five years.

## **Discussion**

Four (4) proposals were received on April 10, 2012. The proposals were reviewed by Solid Waste Superintendent, Jeff Wattier; Public Works Engineer, Keith Kurz, 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 all engineering services to perform the Tier II emission rate testing, sampling, and analysis for submittal to the NDEQ for an amount not to exceed \$15,950.00.

## **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 \$15,950.00.

## **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  
ENGINEERING SERVICES FOR EMISSION RATE TESTING AT LANDFILL**

**RFP DUE DATE:** April 10, 2012 at 4:00 p.m.

**DEPARTMENT:** Public Works

**PUBLICATION DATE:** March 14, 2012

**NO. POTENTIAL BIDDERS:** 6

**SUMMARY OF PROPOSALS RECEIVED**

**American Environmental Consulting, LLC**  
Littleton, CO

**SCS Engineers**  
Overland Park, KS

**Aquaterra Environmental Solutions, 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, Interim Finance Director  
Jeff Waiter, Solid Waste Supt.

**P1548**

## AGREEMENT

THIS AGREEMENT made and entered into this 24th day of April, 2012, by and between G.N. Kuhn 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 Emission Rate Testing 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 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 proposal 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 Emission Rate Testing at The Solid Waste Landfill for the City of Grand Island** and in the attached proposal 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 **Fifteen Thousand Nine Hundred Fifty 00/100** Dollars (**\$15,950.00**) 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 Emission Rate Testing at 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.

**G.N. KUHN 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**

The following sections present the Project Team's approach which includes the proposed Scope of Services and key project personnel. The project team does not anticipate significant deviations from the 2007 study. As such, the following sections are intended to demonstrate our understanding of the overall project effort.

**Scope of Services**

**Task 100 – Sampling and Analysis Work Plan**

GNK will prepare a Tier II NMOC Sampling and Analysis Plan for review by the City and the NDEQ. The work plan will include a detailed discussion of the proposed approach to the project including field methods, sampling procedures and protocols, landfill gas sample composite schemes, and sample handling and chain-of custody procedures.

In preparing the work plan, GNK will coordinate with the landfill personnel to obtain information regarding the actual surface area of the Old landfill and the current Subtitle D landfill in which the waste is older than two (2) years. GNK understands that during the previous Tier II NMOC testing, performed in 2007, samples were collected from approximately 30 acres of the old landfill and 26 acres of the existing Subtitle D facility. Therefore, this proposal and the work plan will be based on a minimum of 56 acres of landfill surface in addition to the landfill surface area that has become applicable to the Tier II testing requirements since 2007. A minimum of 2 sample probes per hectare (4 probes per every 5 acres) as required by 40 CFR 60.754(a)(3) will be installed as part of the sampling plan.

**Task 200 – Landfill Gas Sampling Services**

GNK will utilize the EPS direct-push, track-mounted Geoprobe® rig to hydraulically advance a regulatory required minimum of 45 monitoring probes (assuming samples collected over 56 acres) to a depth of approximately three (3) feet below the bottom of the landfill cover into the deposited waste. We understand that this is consistent with the 45 probes that were previously advanced in 2007.

Probes will be located in a grid pattern over the active and old landfills in a relatively uniform manner in order to collect a statistically representative composite sample. In general accordance with the field sampling protocol outlined in EPA Method 25C- Determination of NMOC in Landfill Gases, re-useable stainless steel probes will be driven approximately three (3) feet into the waste. The probe is sealed from the surface and a landfill gas sample is extracted through the probe for analytical laboratory testing. Following sample collection, the probe rod will be extracted and a bentonite clay seal will be placed in the probe penetration. An alternative to this is to use a 14-inch long stainless steel probe inserted through a probe rod and attached to Teflon tubing. The probe and tubing is then sealed in

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place from the surface with hydrated bentonite. The Teflon tubing will extend beyond the ground surface for sampling.

One (1) landfill gas sample will be collected from each of the monitoring probes in general accordance with EPA Method 25C referenced above. Field readings will be recorded at the time of sample collection. These readings will include gas composition using a Landtec GEM 2000 and/or Landtec GEM 500 gas meter (oxygen and nitrogen or balance gas), pressure, and flow rate. Following purging and field screening activities, a minimum of 1 liter of landfill gas will be collected.

The presence of elevated nitrogen and oxygen indicate infiltration of ambient air into the landfill gas sample. If the "balance gases" are below 20 percent, the landfill gas will be considered representative of the site and a sample will be collected. If the "balance gases" are at or above 20 percent, but the oxygen content is below 5 percent the landfill gas will still be considered representative of the landfill gas and a sample will be collected. However, if the concentration of nitrogen and oxygen are greater than 20 percent and 5 percent, respectively, the sample is unacceptable. For this reason, GNK will assure that additional samples are collected at the time of the field activities to avoid the potential need to return to the site should any samples be deemed unacceptable during Task 300.

GNK anticipates that the landfill gas samples will be composited in the field utilizing a 3-to-1 ratio of equal volumes depending on the total number of probes. The composite samples will be collected in 6-liter Summa canisters and transported via express delivery to AAC laboratory. Samples will be submitted to the laboratory following standard GNK chain-of-custody procedures.

**Task 300 – Laboratory Analysis**

Similar to the 2007 Tier II study, landfill gas samples collected during Task 200 will be transported to AAC under a Chain-of-Custody document. Composite landfill gas samples will be analyzed for Total Gaseous NMOC using EPA Method 25C (triplicate injection) and the percent oxygen, nitrogen, carbon dioxide and methane will be determined using EPA Method 3C (duplicate injection).

**Task 400 – Sampling Analysis Report**

Following receipt of the laboratory analytical results, an average NMOC concentration reported, as NMOC (as hexane), will be calculated and the NMOC emission rate recalculated using the site specific NMOC concentration data. GNK will use the USEPA Landfill Gas Emissions Model Version 3.02 (LandGEM Model) to model landfill emissions over time and will prepare a Tier II NMOC Emission Sampling and Analysis report for the City's submittal to the NDEQ. The Tier II NMOC Emission Sampling and Analysis Report will include a summary of the testing activities, field observations, QA/QC, analytical results, conclusions and recommendations.

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**PROPOSED SCHEDULE**

GNK understands that the proposed Scope of Services must be completed no later than July 18, 2012 which includes the submittal of the final report to the NDEQ. Assuming receipt of an Authorization-to-Proceed by the RFP anticipated date of April 25, 2012, GNK is confident that we can complete the above Scope of Services on or before the desired deadline.

**PROPOSED FEES AND AGREEMENT**

GNK proposes to complete the above scope of services for the lump sum amount of Fifteen Thousand, Nine Hundred and Fifty Dollars and No Cents (\$15,950.00). Further, invoices will be submitted monthly based on the percentage of work completed for each event.

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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



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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

**G.N. KUHN ENGINEERING, LLC (GNK) ---  
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Respectfully Submitted,  
G.N. Kuhn Engineering, LLC



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Gary N. Kuhn, P.E.

Authorization-to-Proceed,  
City of Grand Island, Nebraska

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Designated Official



# 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).

<b>PRODUCER</b> All American Insurance, Inc. 4951 S 155th St  Omaha NE 68137		<b>CONTACT NAME:</b> Linda Leapley <b>PHONE (A/C No. Ext):</b> (402) 467-5355 <b>FAX (A/C No.):</b> (402) 467-5422 <b>E-MAIL ADDRESS:</b> lleapley@allamericanins.com	
<b>INSURED</b> Gary N Kuhn, P.E. 5718 S 166th St Omaha NE 68135		<b>INSURER(S) AFFORDING COVERAGE</b> 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 - COMPROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	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 \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
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)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

<b>CERTIFICATE HOLDER</b>  CITY OF GRAND ISLAND CITY HALL 100 EAST FIRST ST GRAND ISLAND, NE 68802	<b>CANCELLATION</b>  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
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RESOLUTION 2012-112

WHEREAS, the City Of Grand Island invited proposals for engineering services related to Emission Rate Testing 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 April 10, 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 \$15,950.00.

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 Emission Rate Testing 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 24, 2012.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk