

City of Scottsbluff, Nebraska

Monday, February 4, 2019

Regular Meeting

Item Reports2

Council to consider approving the Work Change Order Agreement from TriHydro Corporation for Step 1, site assessments/investigations of potential sites for a new landfill, to extend the completion date from March 1, 2019 to December 31, 2019.

Staff Contact: Nathan Johnson, City Manager



**TRIHYDRO CORPORATION – CITIES OF SCOTTSBLUFF AND GERING, NEBRASKA
ENGINEERING AND CONSULTING SERVICES – GENERAL BASIC AGREEMENT
WORK CHANGE ORDER**

Work Order No.: 18-134WO-E

Date: January 11, 2019

Job No.: 54Q-001-001

Location of Project: Gering, Nebraska

Contract No.: Engineering and Consulting Services General Basic Agreement between Trihydro Corporation and Cities of Scottsbluff and Gering, Nebraska, 18-017BA-E.

Original Specification: Trihydro will provide technical landfill services for the City of Scottsbluff and City of Gering. Work to be performed in accordance with the Statement of Qualifications and Technical Proposal dated February 06, 2018. Trihydro will receive a written Notice to Proceed from the Cities of Gering and Scottsbluff, Nebraska prior to commencing work on each step of the project. Trihydro is only authorized to commence Step 1 at this time, according to the Schedule below. The parties agree to proceed, past Step 1, by individual steps, one at a time. Proceeding to additional steps must be agreed to by the parties in writing.

Change Order No. 1: Extend the completion date to December 31, 2019.

Additional Cost (if any): None

Facsimile/Email signatures will be accepted to execute this Work Change Order.


TRIHYDRO CORPORATION

CITY OF GERING, NEBRASKA

BY: 

Jack Bedessem, P.E.

TITLE: President/CEO

BY: 

TITLE: Cory Administrator



**TRIHYDRO CORPORATION – CITIES OF SCOTTSBLUFF AND GERING, NEBRASKA
ENGINEERING AND CONSULTING SERVICES – GENERAL BASIC AGREEMENT
WORK ORDER**

Work Order No.: 18-134WO-E

Date: August 29, 2018

Job No.: 54Q-001-001

Location of Project: Gering, Nebraska

Contract No.: Engineering and Consulting Services General Basic Agreement between Trihydro Corporation and
Cities of Scottsbluff and Gering, Nebraska, 18-017BA-E.

Services to be Performed: Trihydro will provide technical landfill services for the City of Scottsbluff and City of Gering. Work to be performed in accordance with Step 1 of the Statement of Qualifications and Technical Proposal dated February 06, 2018, revised May 07, 2018 for evaluation and ranking of five (5) potential landfill sites. Trihydro shall receive a written Notice to Proceed from the Cities of Gering and Scottsbluff, Nebraska prior to commencing work on each step of the project. Trihydro is only authorized to commence Step 1 at this time, according to the Schedule below. The parties agree to proceed, past Step 1, by individual steps, one at a time. Proceeding to additional steps must be agreed to by the parties in writing.

Schedule - Commencement Date: October 01, 2018

Completion Date: March 01, 2019 (Step 1 Exhibit "C" only)

Trihydro's Project Manager: Marjorie E. Bedessem

Client's Project Manager(s): Brendan C. Lilley and Mark Bohl

Attachments: A. Appendix A Resumes of the Statement of Qualifications and Technical Proposal dated February 06, 2018, revised May 07, 2018
 B. Cost Estimate and Schedule of Charges (Step 1 only)
 C. Summary of Broad Cost Areas

Other Information: Subject work will be billed according to the Engineering and Consulting Services – General Basic Agreement between Trihydro Corporation and the Cities of Scottsbluff and Gering, Nebraska, dated September , 2018. Costs shall be on a time and materials basis not to exceed \$264,512.00, for Step 1, upon prior written authorization from the Cities of Scottsbluff and Gering, Nebraska.

This WORK ORDER is made and entered into pursuant to that certain ENGINEERING AND CONSULTING SERVICES – GENERAL BASIC AGREEMENT, by and between TRIHYDRO CORPORATION and CITIES OF SCOTTSBLUFF AND GERING, NEBRASKA, 18-017BA-E, dated September , 2018, the terms, conditions, and provisions whereof are hereby incorporated herein and made a part hereof.

Facsimile/Email signatures will be accepted to execute this Work Order.

TRIHYDRO CORPORATION

BY: 
Deby L. Forry, Esq

TITLE: Sr. Vice President of Risk Management

CITY OF SCOTTSBLUFF, NEBRASKA

BY: _____

TITLE: _____

CITY OF GERING, NEBRASKA

BY: _____

TITLE: _____

**COST SUMMARY, SITING, DEVELOPMENT, PERMITTING, & DESIGN
NEW LANDFILL FACILITY, CITIES OF SCOTTSBLUFF AND GERING, NEBRASKA**



COST ESTIMATE SUMMARY		PROJECT TOTAL
STEP 1 - SITE ASSESSMENTS/INVESTIGATION		
1	TASK 1 - Preliminary Geotechnical Investigations	\$11,500
2	TASK 2 - Site Survey	\$16,910
3	TASK 3 - Geotechnical Work	\$85,954
4	TASK 4 - Surface Drainage Analysis	\$12,046
5	TASK 5 - Archaeological Survey and Threatened and Endangered Species	\$59,735
6	TASK 6 - Seismic Impact Zones	\$6,350
7	TASK 7 - Preliminary Conceptual Design	\$32,403
8	TASK 8 - Preliminary Cost Estimate	\$5,437
9	TASK 9 - Preliminary Schedule using MS Project with Gantt Chart	\$2,898
10	TASK 10 - Meetings	\$31,280
STEP 1 - SITE ASSESSMENTS/INVESTIGATION SUBTOTAL		\$264,512



Activity		Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
1.	TASK 1 - Preliminary Geotechnical Investigations - Perform investigations and studies to determine whether the sites selected meets all Federal, State, and Local permitting requirements - Assist the City in locating a suitable site if the sites selected does not meeting permitting requirements	Technical Specialist 1 Professional Level 11 Professional Level 10 Professional Level 9 Professional Level 8 Professional Level 7 Professional Level 6 Professional Level 5 Professional Level 4 Professional Level 3 Technician Level 3 Administrative 2	\$190 \$173 \$163 \$153 \$141 \$130 \$118 \$110 \$95 \$84 \$68 \$58	4 0 0 0 0 20 10 20 0 16 0 2	\$760 \$0 \$0 \$0 \$0 \$2,600 \$1,180 \$2,200 \$0 \$1,344 \$0 \$116
Assumptions: - The proposed sites are found suitable for the landfill - Local permitting requirements will include NDEQ and Scotts Bluff County for a new Municipal Solid Waste (MSW) and Construction and Demolition (C&D) site - Reference Soil Conservation Service Soil Survey Reports, where available - Collection of soil engineering samples will be used to determine soil characteristics - Field activities will utilize local personnel (Baker) for any necessary work - Coordinate with Baker to perform necessary investigations		Labor Equipment Cost 0 Travel Cost 0 Per Diem \$0 0 Miscellaneous Cost 0 Expenses Baker Cost 1 Subcontractors Task 1. Subtotal			
		\$8,200 \$0 \$3,300 \$11,500			



Activity		Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
2. TASK 2 - Site Survey - Conduct surveys of the sites to obtain a base map and detailed topographic maps <u>Assumptions:</u> - Survey will be completed by a Nebraska Licensed Land Surveyor - Surveying work will include using GPS - The maps will meet NDEQ mapping requirements - Mapping shall include survey control with all monumentation and reference points - Contours will have an accuracy of ±0.4 feet - The survey will be tied to the Nebraska State Plane Coordination System - The survey and design information will be prepared for the City in dwg format - Surveys will be conducted by Baker - Optional: unmanned Aerial Vehicle (UAV) to collect aerial data	Technical Specialist 1	\$190	1	\$190	
	Professional Level 11	\$173	0	\$0	
	Professional Level 10	\$163	0	\$0	
	Professional Level 9	\$153	0	\$0	
	Professional Level 8	\$141	0	\$0	
	Professional Level 7	\$130	0	\$0	
	Professional Level 6	\$118	0	\$0	
	Professional Level 5	\$110	2	\$220	
	Professional Level 4	\$95	0	\$0	
	Professional Level 3	\$84	0	\$0	
	Technician Level 3	\$68	0	\$0	
	Administrative 2	\$58	0	\$0	
	Labor			\$410	
	Equipment	Cost	0	\$0	
	Travel	Cost	0	\$0	
	Per Diem	\$0	0	\$0	
	Miscellaneous	Cost	0	\$0	
	Expenses			\$0	
	Baker	Cost	1	\$16,500	
	Subcontractors			\$16,500	
	Task 2. Subtotal			\$16,910	



Activity		Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
3.	TASK 3 - Geotechnical Work - Perform investigations to determine the characteristics of the sites - Determine the hydrogeological setting - Review the characterization of the vadose zone (if applicable) - Prepare documentation meeting NDEQ locational and design permitting criteria to operate the sites - Provide a liner and cover alternative analysis - Install wells and borings - Conduct quarterly groundwater monitoring - Work with Baker, Peak, and Steamboat Technical Services to perform geotechnical investigations and liner and cover alternative analysis Assumptions: - Conduct all studies to meet the NDEQ permitting requirements - Establish a complete data base for the landfill design - Geologists is Nebraska certified - Install 8 monitoring wells and 12 borings to approximately 50 feet. - One year of quarterly groundwater monitoring for 8 wells, 2 QA/QC samples/event; analysis for baseline and detection parameters	Technical Specialist 1	\$190	1	\$190
		Professional Level 11	\$173	0	\$0
		Professional Level 10	\$163	0	\$0
		Professional Level 9	\$153	0	\$0
		Professional Level 8	\$141	4	\$564
		Professional Level 7	\$130	0	\$0
		Professional Level 6	\$118	16	\$1,888
		Professional Level 5	\$110	32	\$3,520
		Professional Level 4	\$95	0	\$0
		Professional Level 3	\$84	42	\$3,528
		Technician Level 3	\$68	2	\$136
		Administrative 2	\$58	2	\$116
		Labor			\$9,942
		Equipment	Cost	4	\$1,800
		Travel	Cost	2	\$2,800
		Per Diem	\$40	4	\$160
		Miscellaneous	Cost	0	\$0
		Expenses			\$4,760
		Steamboat	Cost	1	\$12,231
		Laboratory	\$307	40	\$12,280
		Driller	Cost	1	\$46,741
		Subcontractors			\$71,252
		Task 3. Subtotal			\$85,954



Activity		Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
4. TASK 4 - Surface Drainage Analysis - Evaluate drainage conditions for the landfill sites and access roads <u>Assumptions:</u> - Evaluate both existing and final conditions - Meet and/or exceed all NDEQ requirements with the analysis - Steamboat Technical Services to perform the surface drainage analysis		Technical Specialist 1	\$190	1	\$190
		Professional Level 11	\$173	0	\$0
		Professional Level 10	\$163	0	\$0
		Professional Level 9	\$153	0	\$0
		Professional Level 8	\$141	0	\$0
		Professional Level 7	\$130	0	\$0
		Professional Level 6	\$118	0	\$0
		Professional Level 5	\$110	2	\$220
		Professional Level 4	\$95	0	\$0
		Professional Level 3	\$84	0	\$0
		Technician Level 3	\$68	0	\$0
		Administrative 2	\$58	0	\$0
		Labor			\$410
		Equipment	Cost	0	\$0
		Travel	Cost	0	\$0
		Per Diem	\$0	0	\$0
		Miscellaneous	Cost	0	\$0
		Expenses			\$0
		Steamboat	Cost	1	\$11,636
		Subcontractors			\$11,636
		Task 4, Subtotal			\$12,046



Activity		Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
5.	TASK 5 - Archaeological Survey and Threatened and Endangered Species - Perform an environmental review to meet permitting requirements - Conduct a Class III cultural resources inventory by Metcalf - Provide a threatened and endangered species survey of the proposed sites - Conduct an initial background search on state and federally listed species and critical habitats that may occur in Scotts Bluff County - Provide a pedestrian survey to map vegetative types - Determine the presence or absence of critical habitat suitable for listed species - Verify the presence or absence of any listed flora or fauna Assumptions: - Conduct a surface inventory of 250 acres - 6 days of fieldwork with a crew of three archaeologists from Metcalf - Ground surface visibility will be sufficient to preclude the use of subsurface probing as a discovery method - Does not include any costs to cover crop damage - 2 Trihydro biologists, 2 trips, 6 days field work - T&E species surveys to include swift fox, raptors/eagles, migratory birds, incidental species - 1 raptor nest survey event and 1 bird survey event - Swift fox surveys = remote camera trapping and habitat assessment - No T&E plants occur in the area. Vegetation survey limited to vegetation type/habitat mapping and incidental NE Tier 1 plant observations - T&E/vegetation surveys to occur in area approximately 640 acres - No impacts therefore no survey/habitat assessment for river otter	Technical Specialist 1	\$190	4	\$760
		Professional Level 11	\$173	0	\$0
		Professional Level 10	\$163	0	\$0
		Professional Level 9	\$153	0	\$0
		Professional Level 8	\$141	6	\$846
		Professional Level 7	\$130	0	\$0
		Professional Level 6	\$118	0	\$0
		Professional Level 5	\$110	150	\$16,500
		Professional Level 4	\$95	14	\$1,330
		Professional Level 3	\$84	52	\$4,368
		Technician Level 3	\$68	0	\$0
		Administrative 2	\$58	6	\$348
		Labor			\$24,152
		Equipment	Cost	1	\$1,940
		Travel	Cost	1	\$2,384
		Per Diem	\$45	10	\$450
		Miscellaneous	Cost	0	\$0
		Expenses			\$4,774
		Metcalf	Cost	1	\$30,809
		Subcontractors			\$30,809
		Task 5. Subtotal			\$59,735



Activity		Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
6. TASK 6 - Seismic Impact Zones - Perform seismic documentation per Title 132, Chapter 3, 002.09 to meet NDEQ requirements Assumptions: - Analyses will be conducted in accordance with RCRA Subtitle D (258.14) - Contour Consulting Engineering, LLC will be used for the seismic survey		Technical Specialist 1	\$190	1	\$190
		Professional Level 11	\$173	0	\$0
		Professional Level 10	\$163	0	\$0
		Professional Level 9	\$153	0	\$0
		Professional Level 8	\$141	0	\$0
		Professional Level 7	\$130	0	\$0
		Professional Level 6	\$118	0	\$0
		Professional Level 5	\$110	2	\$220
		Professional Level 4	\$95	0	\$0
		Professional Level 3	\$84	0	\$0
		Technician Level 3	\$68	0	\$0
		Administrative 2	\$58	0	\$0
		Labor			\$410
		Equipment	Cost	0	\$0
		Travel	Cost	0	\$0
		Per Diem	\$0	0	\$0
		Miscellaneous	Cost	0	\$0
		Expenses			\$0
		Contour	Cost	1	\$5,940
		Subcontractors			\$5,940
		Task 6. Subtotal			\$6,350



Activity		Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
7.	TASK 7 - Preliminary Conceptual Design - Prepare a preliminary design for the sites - Identify parameters of the sites and requirements for the facility design <u>Assumptions:</u> - Design will include identifying building locations, fence lines, cell geometry, storm water channels, borrow sources, utilities, access roads, liner requirements, and all other ancillary facilities - Develop the designs with a minimum landfill design of 75 years - Trihydro will utilize their public relations specialist and graphic designers to edit and review a pictorial design - Peak Geosolutions will be brought in to analyze liner requirements	Technical Specialist 1	\$190	16	\$3,040
		Professional Level 11	\$173	0	\$0
		Professional Level 10	\$163	0	\$0
		Professional Level 9	\$153	0	\$0
		Professional Level 8	\$141	4	\$564
		Professional Level 7	\$130	0	\$0
		Professional Level 6	\$118	0	\$0
		Professional Level 5	\$110	100	\$11,000
		Professional Level 4	\$95	0	\$0
		Professional Level 3	\$84	0	\$0
		Technician Level 3	\$68	25	\$1,700
		Administrative 2	\$58	2	\$116
		Labor			\$16,420
		Equipment	Cost	1	\$200
		Travel	Cost	0	\$0
		Per Diem	\$0	0	\$0
		Miscellaneous	Cost	0	\$0
		Expenses			\$200
		Steamboat	Cost	0	\$15,783
		Subcontractors			\$15,783
		Task 7. Subtotal			\$32,403



Activity		Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
8.	TASK 8 - Preliminary Cost Estimate - Prepare a preliminary cost estimate -Develop a takeoff sheet to identify all items necessary to perform the surveying, siting, hydrogeological studies, permitting, and design/layout of cells. - Provide the design and permitting approval process of Cell 1 from Task 7 Assumptions: - Will determine the most local subcontractors for reduced travel time for cost estimate - Steamboat Technical Services to provide preliminary cost estimate	Technical Specialist 1	\$190	1	\$190
		Professional Level 11	\$173	0	\$0
		Professional Level 10	\$163	0	\$0
		Professional Level 9	\$153	0	\$0
		Professional Level 8	\$141	0	\$0
		Professional Level 7	\$130	0	\$0
		Professional Level 6	\$118	0	\$0
		Professional Level 5	\$110	2	\$220
		Professional Level 4	\$95	0	\$0
		Professional Level 3	\$84	0	\$0
		Technician Level 3	\$68	0	\$0
		Administrative 2	\$58	0	\$0
		Labor			\$410
		Equipment	Cost	0	\$0
		Travel	Cost	0	\$0
		Per Diem	\$0	0	\$0
		Miscellaneous	Cost	0	\$0
		Expenses			\$0
		Baker	Cost	1	\$2,200
		Steamboat	Cost	1	\$2,827
		Subcontractors			\$5,027
		Task 8. Subtotal			\$5,437



Activity		Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
9.	TASK 9 - Preliminary Schedule using MS Project with Gantt Chart - Prepare a preliminary schedule using MS Project with Gantt Chart - Include all activities required to obtain approvals through initial landfill site selection, surveying, mapping, hydrogeological studies, installation of required monitoring wells, testing, reports, meetings, and other pertinent elements required for the new landfill. Assumptions: - SharePoint type system to be used to provide up-to-date schedule changes on a Gantt Chart - Schedule will include all testing activities and design timeline to obtain approval/construction acceptance for Cell 1	Technical Specialist 1	\$190	2	\$380
		Professional Level 11	\$173	0	\$0
		Professional Level 10	\$163	0	\$0
		Professional Level 9	\$153	0	\$0
		Professional Level 8	\$141	2	\$282
		Professional Level 7	\$130	0	\$0
		Professional Level 6	\$118	0	\$0
		Professional Level 5	\$110	12	\$1,320
		Professional Level 4	\$95	0	\$0
		Professional Level 3	\$84	0	\$0
		Technician Level 3	\$68	1	\$68
		Administrative 2	\$58	1	\$58
		Labor			\$2,108
		Equipment	Cost	0	\$0
		Travel	Cost	0	\$0
		Per Diem	\$0	0	\$0
		Miscellaneous	Cost	0	\$0
		Expenses			\$0
		Steamboat	Cost	1	\$790
		Subcontractors			\$790
		Task 9. Subtotal			\$2,898



Activity		Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
10.	TASK 10 - Meetings	Technical Specialist 1	\$190	40	\$7,600
		Professional Level 11	\$173	0	\$0
	- Meet with the Owner, Community, and others as necessary throughout the project	Professional Level 10	\$163	0	\$0
		Professional Level 9	\$153	0	\$0
	- Address any concerns and issues that may have arisen during Step 1	Professional Level 8	\$141	45	\$6,345
		Professional Level 7	\$130	0	\$0
	Assumptions:	Professional Level 6	\$118	0	\$0
		Professional Level 5	\$110	12	\$1,320
	- 2 on-site project meetings, 6 monthly conference calls, 1 public hearing with Steamboat Technical Services	Professional Level 4	\$95	0	\$0
		Professional Level 3	\$84	0	\$0
		Technician Level 3	\$68	0	\$0
		Administrative 2	\$58	0	\$0
	Labor				\$15,265
		Equipment	Cost	0	\$0
		Travel	Cost	3	\$580
		Per Diem	\$45	3	\$135
		Miscellaneous	Cost	3	\$100
	Expenses				\$815
		Baker	Cost	1	\$4,400
		Steamboat	Cost	1	\$10,800
	Subcontractors				\$15,200
	Task 10. Subtotal				\$31,280

**Siting, Development, Permitting & Design of a New Landfill Facility for the Cities of Scottsbluff
and Gering, Nebraska**

Attachment C

Summary of Broad Cost Areas (4)

<u>Cost Area</u>	<u>Budget</u>
STEP 1 - Site Assessments/Investigation	\$264,512
STEP 2 - Permit Application Development	\$186,296
STEP 3 - Final Design and Construction	\$424,996
STEP 4 - Project Schedule	\$ 2,469
Project Total	\$878,272



TRIHYDRO CORPORATION – CITIES OF SCOTTSBLUFF AND GERING, NEBRASKA GENERAL BASIC AGREEMENT- ENGINEERING AND CONSULTING SERVICES

THIS Agreement is made and entered into on _____ day of September 2018, by and between the CITY OF SCOTTSBLUFF, NEBRASKA with an address of 2525 Circle Drive, Scottsbluff, NE 69361 and the CITY OF GERING, NEBRASKA, with an address of 1025 P Street, Gering NE 69341 [jointly referred to herein as "CLIENT"] and TRIHYDRO CORPORATION, a Wyoming corporation, whose address is, 1252 Commerce Drive, Laramie, WY 82070 ["TRIHYDRO"].

WHEREAS, TRIHYDRO is engaged in the business of providing engineering, surveying, and consulting services and CLIENT may require such services from time to time;

NOW, THEREFORE, in consideration of the terms, provisions, and Agreements set forth herein, the parties agree as follows:

ARTICLE 1. SERVICES AND WORK CHANGE ORDERS.

1.01 Scope of Work. TRIHYDRO shall provide the services and perform the Work authorized by CLIENT and accepted by TRIHYDRO ["the Work"] as set forth in the Scope of Work in a Work Order [in the form attached hereto as ATTACHMENT A ("Work Order"), or equivalent form (i.e. purchase order, notice to proceed or authorization).

1.02 Work Change Orders. All services or Work, other than as specifically set forth in the Work Order, shall be mutually agreed upon and shall be set forth in a Work Change Order [in the form attached hereto as ATTACHMENT B ("Work Change Order"), signed by CLIENT and TRIHYDRO. The Work Order and each Work Change Order shall be accompanied by a Schedule of Charges and shall include the following:

- (a) Location at which the Work or Work Change Order Work is to be performed;
- (b) Specific scope and description of the Work or Work Change Order to be performed, including plans and specifications where appropriate;
- (c) Trihydro Project Manager and CLIENT's authorized representative responsible for project;
- (d) Schedule for commencement and completion of the Work or the Work Change Order; and
- (e) Identifiable health and safety considerations.

ARTICLE 2. CHARGES AND BILLING.

2.01 Schedule of Charges. CLIENT shall pay TRIHYDRO in accordance with the written Schedule of Charges accompanying the Work Order and/or each Work Change Order.

2.02 Invoices. TRIHYDRO shall invoice CLIENT monthly for Work performed under the Work Order and/or each Work Change Order. CLIENT shall timely review such invoices and shall notify TRIHYDRO within fifteen (15) days of any disputed amounts. All undisputed amounts shall be paid no later than sixty (60) days after receipt of the invoice unless otherwise authorized in a Work Order.



ARTICLE 3. TERMS OF AGREEMENT AND TERMINATION.

3.01 Severability of Terms. Every part, provision, or term of the Engineering and Consulting Services Agreement is severable from every other part, provision, or term. A finding that any part or provision is invalid, void, or unenforceable shall not affect the remaining parts and provisions.

3.02 Integrated Agreement. The terms and conditions set forth in the foregoing Engineering and Consulting Services Agreement, sometimes collectively referred to as the "Agreement", constitute the entire understanding of the parties relative to services provided by TRIHYDRO to CLIENT, and supersede and completely integrate any and all prior Agreements between the parties, whether oral or in writing.

3.03 Incorporated in Work Orders. The Agreement and these terms and conditions shall be incorporated in the Work Order and/or the Work Change Order and authorizations, and shall govern each such order unless expressly excluded in writing therefrom.

3.04 Survival of Terms. The terms and conditions of the Agreement as applied to the Work Order or a Work Change Order shall survive termination or expiration of the Agreement and shall continue to govern completion of the Work Order or any Work Change Orders signed by the parties.

3.05 Non-performance. Should TRIHYDRO fail, neglect, or refuse to perform any of the Work or any Work Change Order; or should TRIHYDRO become insolvent; or, if at any time the Work should be unreasonably delayed; or if the conditions of this Agreement or a Work Change Order should be willfully violated, or performed carelessly, or in bad faith; then CLIENT may notify TRIHYDRO in writing, and if the faults complained of are not corrected to the satisfaction of CLIENT within ten (10) days from the delivery of the notice, then TRIHYDRO shall discontinue all or part of the Work under this Agreement or discontinue the Work of its subcontractors and CLIENT shall have full right to immediately purchase and hire materials, tools, labor, and machinery or otherwise contract for completion of the Work and to recover from TRIHYDRO damages therefore.

3.06 Termination. Either party may terminate this Agreement at any time and without cause upon thirty (30) days prior written notice to the other.

ARTICLE 4. RECORDS.

4.01 Retention. TRIHYDRO shall maintain true and correct records in connection with each material cost and each cost reimbursable service performed and all transactions related thereto, and shall retain all such records for three years after the end of the calendar year in which the last service was performed. CLIENT at its expense, from time to time up to three (3) years after the last services were performed, may inspect and audit all records of TRIHYDRO in connection with all costs and expenses invoiced for material cost and cost reimbursable services. Client may obtain any records needed from Trihydro within this three year period. Trihydro shall not unreasonably withhold its consent. No inspection or audit shall delay or defer the obligation of



CLIENT to make payment on undisputed invoices. At the end of three (3) years, CLIENT and TRIHYDRO shall make arrangements for the transfer of said records to CLIENT. TRIHYDRO shall have the right to copy such portions of said records as it shall deem necessary to retain and shall have the right thereafter to request copies of such transferred records. TRIHYDRO is an environmentally conscious firm that maintains and stores its documents electronically, rather than in hard copy.

4.02 Ownership of Work Product. Work Product shall not include customizations of, derivatives of, or enhancements to TRIHYDRO-owned or TRIHYDRO-provided software, such as but not limited to Project Direct, that may be provided as an application for CLIENT's use. Any pre-existing software, previously belonging to TRIHYDRO or lawfully acquired by TRIHYDRO in a manner independent of this Agreement, which is used by TRIHYDRO in the course of the Work hereunder, or which may be provided by TRIHYDRO to CLIENT and which is indicated to be the property of TRIHYDRO by copyright notice or otherwise shall remain the property of TRIHYDRO. Except as provided above with regard to TRIHYDRO-owned software, CLIENT shall own all work product and other deliverables provided to CLIENT pursuant to any Work Order, unless otherwise mutually agreed in a specific Work Order.

ARTICLE 5. TIME FOR PERFORMANCE, EXTENSIONS, AND DELAYS.

5.01 Timely Performance. TRIHYDRO shall commence and complete the Work and/or the Work Order and/or the Work Change Order in accordance with the schedule set forth in the Work Order or any Work Change Order and shall, at all times, proceed diligently with said Work to completion.

5.02 Suspension of Work. CLIENT reserves the right to suspend the whole or any part of the Work under any Work Order or any Work Change Order at any time. If all of the projected Work contemplated in a Work Order or a Work Change Order is terminated or abandoned by CLIENT, CLIENT shall pay TRIHYDRO for the Work performed in conformity with specifications, and in accordance with the Schedule of Charges.

5.03 Delays. If TRIHYDRO is obstructed or delayed in the prosecution or completion of the Work by reason of the unusual action of the elements, or by reason of the abandonment of the Work by the employees in a general strike, or by reason of war, civil disorder, fire or other casualty, strikes or embargoes, or shortage of transportation facilities, or by reason of any cause beyond the reasonable control of TRIHYDRO or CLIENT, TRIHYDRO and its agents, representatives, and subcontractors shall have no claim for damages for any such cause or delay and CLIENT, its agents, CLIENT's, representatives, and subcontractors shall have no claim for damages. In any such event, TRIHYDRO shall be entitled to such extension of time for the completion of the Work as CLIENT may approve as being just and proper; provided, however, that such claim for extension of time shall be made by TRIHYDRO to CLIENT within one (1) week from the time when cause for delay occurs, on a Work Order or a Work Change Order.

ARTICLE 6. PERFORMANCE OF SERVICES AND COMMUNICATION OF RESULTS.

6.01 Standard. TRIHYDRO shall perform the Work in a professional manner consistent with that level of care and skill ordinarily exercised by members of the profession currently



practicing in the same locality under similar conditions and information. No other representation, express or implied, and no warranty or guarantee is included or intended herein, or in any report, document or otherwise.

6.02 Plans and Specifications. The specifications and plans in the Work Order, or attached to a Work Change Order, are intended to be explanatory of each other, but should any discrepancies appear or any misunderstanding arise as to the meaning of anything contained in either, the plans and specifications shall be construed to require and include all labor and material and equipment necessary and proper for the Work contemplated, so that Work may be completed according to the true intent and purpose of the plans and specifications.

6.03 Results. Results of TRIHYDRO Work and analyses shall be communicated to CLIENT in writing as required in the Work Order, except that TRIHYDRO may give results orally or in electronic form in advance of any written results unless otherwise directed by CLIENT. Such oral or electronic communications of results in advance of the final written results are tentative only and are subject to change by TRIHYDRO before the final completion report is sent to and accepted by CLIENT.

ARTICLE 7. MATERIAL, EQUIPMENT, PREMISES AND WORK.

7.01 Material, Equipment, Utilities. TRIHYDRO shall, unless otherwise agreed, provide and pay for all materials, labor, tools, equipment, light, power, transportation, water and other facilities necessary for the execution and completion of the Work.

7.02 Payments to Suppliers. TRIHYDRO shall pay all materials suppliers and subcontractors for Work performed under the Work Order and any Work Change Order within seven (7) days from receipt of payment from CLIENT. TRIHYDRO agrees to furnish CLIENT with names of any and all suppliers or contractors used by TRIHYDRO in performing the Work, and shall furnish CLIENT satisfactory evidence of settlement including lien waivers for any and all materials supplied to TRIHYDRO under the Work Order or any Work Change Order when all outstanding invoices have been paid by CLIENT.

7.03 Permits, Licenses, and Certificates. Unless otherwise agreed, TRIHYDRO shall secure applicable permits, licenses, and certificates in connection with the performance of the Work, and pay all municipal inspection or other fees pertaining thereto.

ARTICLE 8. TRIHYDRO'S EMPLOYEES.

8.01 Compliance with Laws and Regulations. TRIHYDRO agrees to comply with applicable federal and state enactments with reference to employer's liability, unemployment security, Worker's compensation, Worker's insurance, environmental laws and regulations, and occupational safety and health laws in effect in the jurisdiction in which the Work is performed. All Work performed pursuant to this Agreement or any Work Order or Work Change Order shall be performed by TRIHYDRO as an independent contractor and under no circumstances will TRIHYDRO or its employees be considered employees or agents of CLIENT.

8.02 Unemployment Compensation. TRIHYDRO will register as an employer wherever required under applicable state Unemployment Compensation Laws, and, in the performance of the



Work, TRIHYDRO will comply with the requirements of such laws and will pay and save and hold CLIENT harmless from and on account of all taxes under such unemployment compensation laws applicable to performance of the Work, whether with reference to employees of TRIHYDRO or to others, and that it will furnish CLIENT evidence of its registration under such unemployment compensation laws and will promptly report to CLIENT from time to time the number of employees employed by TRIHYDRO or by its subcontractors in the performance of the Work.

ARTICLE 9. INSURANCE AND INDEMNIFICATION.

9.01 Insurance. TRIHYDRO agrees to carry adequate insurance protection against loss, damage, injury and liability, including claims for personal injury or death, property damage, and damage to the Work resulting from operations under this Agreement and any Work Order or any Work Change Order; coverage shall be not less than \$2,000,000.00. In addition, TRIHYDRO shall carry professional liability (errors and omissions) insurance coverage with minimum limits of \$5,000,000.00 per claim and \$5,000,000.00 aggregate; and an umbrella liability of \$10,000,000. CLIENT shall be an additional insured under the insurance policies carried by TRIHYDRO hereunder, and shall upon request by CLIENT, be given copies of said insurance policies naming CLIENT as additional insured.

9.02 Limitation of Liability. Notwithstanding any other provisions hereof, TRIHYDRO's liability for damages arising from or related to the Work shall be limited to the amount of applicable insurance provided in this Article.

9.03 Certificates. Documentary evidence of insurance, showing CLIENT as additional insured, required by this Agreement shall be furnished to CLIENT by TRIHYDRO before commencing Work hereunder. The insurance policies hereunder shall provide that notices by the insurer to the insured be given simultaneously to CLIENT.

9.04 Indemnification.

a. TRIHYDRO agrees, to the extent permitted by law, to indemnify, defend, and hold CLIENT harmless from damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by TRIHYDRO, its employees, agents or subcontractors' negligent acts, errors or omissions in the performance of professional services arising from a Work Order or Work Change Order subject to this Agreement.

b. CLIENT agrees, to the extent permitted by law, to indemnify, defend, and hold TRIHYDRO harmless from damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by CLIENT, its employees, CLIENT's, agents, or subcontractors' negligent acts, errors or omissions in the performance of professional services arising from a Work Order or Work Change Order subject to this Agreement.

c. Neither party to this Agreement is obligated to indemnify the other party in any manner whatsoever for the other parties' negligence.



ARTICLE 10. GENERAL PROVISIONS.

10.01 Successors and Assigns. This Agreement shall inure to and be binding upon the legal representatives and successors and assigns of the parties hereto. Neither party shall assign, transfer or convey this Agreement or the Work Order or any Work Change Order, or any right, title, or interest, therein or any power to execute the same, to any person, company or corporation without the prior written consent of the other.

10.02 Confidentiality. TRIHYDRO agrees not to use confidential information disclosed to it by CLIENT for its own use, or for any purpose except to carry out services outlined in this Agreement. TRIHYDRO will not disclose the confidential information to third parties or to its employees, agents or representatives, except those who need the information to carry out the services provided in the Agreement, or unless required by law or such information becomes publicly available by a party other than TRIHYDRO, its employees, agents or representatives. TRIHYDRO agrees to notify CLIENT in writing of any misuse or misappropriation of confidential information that may come to its attention.

10.03 Independent Contractor. All Work performed pursuant to this Agreement or any Work Order or any Work Change Order shall be performed by TRIHYDRO as an independent contractor and under no circumstances will TRIHYDRO or its employees be considered employees or agents of CLIENT. CLIENT shall have no voice in the selection, discharge, supervision, or control of TRIHYDRO's employees, representatives, or subcontractors. Except to the extent that a particular method is specified in any plans or specifications hereunder or in the Work Order or any Work Change Order, CLIENT shall not have the right to direct or control TRIHYDRO in the method of performance or the means of accomplishing the desired result.

10.04 Modification. All amendments, changes, and modifications to this Agreement shall be made in writing by Work Change Order, and approved and executed with the same formality as this Agreement

10.05 Governing Law. This Agreement and all Work shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

10.06 No Solicitation of Personnel. During the term of this Agreement and for a period of six (6) months after its termination, neither party will solicit any employee of the other without the prior written consent of the other party. However, neither party will be restricted from employing employees who make unsolicited applications in response to a general advertisement.

{THIS SPACE INTENTIONALLY LEFT BLANK}



ARTICLE 11. PROJECT MANAGER / AUTHORIZED REPRESENTATIVE

11.01 Project Manager. TRIHYDRO shall designate a Project Manager. The Project Manager shall be the primary contact between TRIHYDRO and CLIENT, although TRIHYDRO's Project Manager may designate an acting Project Manager in his/her absence, as well as field coordinators and inspectors. The Trihydro Project Manager will be designated in the respective Work Orders for each request.

11.02 Authorized Representatives. The parties hereby designate the following Authorized Representatives, who may be changed only by written notice to the other party:

TRIHYDRO CORPORATION

Jack Bedessem or Deby L. Forry, Esq.
Trihydro Corporation
1252 Commerce Drive
Laramie, WY 82070

CITY OF SCOTTSBLUFF, NEBRASKA

Randy Meininger
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE

CITY OF GERING, NEBRASKA

Tony Kaufman
City of Gering
1025 P Street
Gering, NE 69341

IN WITNESS WHEREOF, the parties hereto have signed this Basic Agreement as of the day and year first above written. Facsimile/email signatures will be accepted to execute this Agreement.

TRIHYDRO CORPORATION

By: 

Its: Sr. Vice President of Risk Management

CITY OF SCOTTSBLUFF, NEBRASKA

By: _____

Its: _____

CITY OF GERING, NEBRASKA

By: _____

Its: _____

ATTACHMENT A
TRIHYDRO CORPORATION – CITIES OF SCOTTSBLUFF AND GERING, NEBRASKA
GENERAL BASIC AGREEMENT- ENGINEERING AND CONSULTING SERVICES
EXAMPLE WORK ORDER

Work Order No.: _____ Date: _____

_Job No.: _____

Location of Project:

Owner and Contract No.: _____

Services to be Performed: _____

Schedule -- Commencement Date: _____

Completion Date: _____

Attachments: _____ Schedule of Charges: _____

Plans and Specifications: _____

Health and Safety Considerations: _____

Other Information:

__This WORK ORDER is made and entered into pursuant to that certain Basic Agreement by and between the undersigned dated _____, the terms, conditions and provisions whereof are hereby incorporated herein and made a part hereof.

Facsimile signatures will be accepted to execute this Work Order.

Facsimile signatures will be accepted to execute this Work Order.

TRIHYDRO CORPORATION

CITY OF SCOTTSBLUFF, NEBRASKA

By: _____

By: _____

Its: Sr. Vice President of Risk Management

Its: _____

CITY OF GERING, NEBRASKA

By: _____

Its: _____

ATTACHMENT B
TRIHYDRO CORPORATION – CITIES OF SCOTTSBLUFF AND GERING, NEBRASKA
GENERAL BASIC AGREEMENT- ENGINEERING AND CONSULTING SERVICES
EXAMPLE WORK CHANGE ORDER

Work Order No.: _____ Date: _____

Job No.: _____

Change Order No.: _____

Location of Project: _____

Insured Name: _____

Owner and Contract No.:

Original Specification:

Change Order:

Attachments (if any): _____

Estimated Additional Cost (if any): _____

Facsimile signatures will be accepted to execute this Work Change Order.

TRIHYDRO CORPORATION

By: _____

Its: Sr. Vice President of Risk Management

CITY OF SCOTTSBLUFF, NEBRASKA

By: _____

Its: _____

CITY OF GERING, NEBRASKA

By: _____

Its: _____

From: [Mark Bohl](#)
To: [Nathan Johnson](#)
Subject: FW: Update/info for Council
Date: Monday, January 28, 2019 1:12:55 PM
Attachments: [image001.png](#)
Importance: High

Nathan, This is the update from Marge with Trihydro

From: Marge Bedessem [mailto:mbedessem@trihydro.com]
Sent: Monday, January 28, 2019 1:00 PM
To: Mark Bohl
Cc: Brendan Lilley
Subject: Update/info for Council
Importance: High

Hello Mark –Yes, your summary covers the general gist – we have defined 5 potential project areas that meet the screening criteria (consideration of distance from dwellings, highways, airports, fault areas, surface waters, floodplains, wetlands, unstable areas, water supply wells, seismic impact zones, land-use and zoning, soils and bedrock depth). The next step is identifying property owners of candidate parcels within those 5 areas to reach out to.

This phase of the project also includes site-specific field investigations (drilling, archeological and threatened and endangered species considerations). These would be conducted in the spring/summer but is dependent on the Cities negotiating land access agreements with willing landowners. Bear in mind that negotiating with the land owners is always a wild card. If that end goes well, you are correct that the intent is for the site to be selected by the end of the time period proposed for Step 1 so we can then move forward with the permitting process.

The original timeframe for Step 1 that was in our proposal was an estimate assuming that candidate sites were already identified and that field work could be done last summer. Given that we started a siting analysis from the beginning to identify the best site and began our work in October, the time frame in the original work order was somewhat of a mismatch, hence the need for a no-cost change order. When are the Council meetings and do you need support at any of these meetings? Please let me know...Thanks, Marge

From: Mark Bohl <MBohl@scottsbuff.org>
Sent: Friday, January 25, 2019 1:22 PM
To: Marge Bedessem <mbedessem@trihydro.com>
Subject: RE: new methane FAQ

Hi Marge, Gering has the change order on for there next meeting and I have ours on for our next meeting. Our council wants an update on progress and I don't want to speak out of turn. I plan to let them know that we have 5 sites we think have potential and that the next step is to locate property owners and review who owns the parcels and then reach out to see if there is any interest. I believe this is where we are at this point and that this change order extends the date to which this study would be totally complete with a site located and ready to move forward? If this is not correct could you let me know so I don't give any false information. Thank You

From: Marge Bedessem [<mailto:mbedessem@trihydro.com>]
Sent: Friday, January 25, 2019 9:26 AM
To: Brendan Lilley; Mark Bohl
Subject: new methane FAQ

Hi guys – Take a look at the new language altered to address some of the concerns expressed on the citizen website and let me know what you think....Thanks! M

Marge Bedessem, Ph.D., P.E.
Senior Environmental Engineer



1252 Commerce Dr.
Laramie, WY 82070
307/745-7474 (phone)
307/745-7729 (fax)
mbedessem@trihydro.com
www.trihydro.com

CONFIDENTIAL INFORMATION: This electronic message is intended only for the use of the person or entity to which it is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this information is STRICTLY PROHIBITED. If you have received this message in error, please immediately notify the sender by either email or telephone. Please destroy the related message. Thank you for your cooperation.

**REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR**

***SITING, DEVELOPMENT, PERMITTING, &
DESIGN OF A NEW LANDFILL FACILITY
FOR***

THE CITIES OF SCOTTSBLUFF AND GERING, NEBRASKA



Prepared by:
City of Gering, Nebraska
1025 P Street
Gering, Nebraska 69341

PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS AND PROPOSALS

The Cities of Scottsbluff and Gering, Nebraska are seeking submission of proposals from qualified Professional Engineering firms for assistance with the following project: “Siting, Development, Permitting, and Design of a New Landfill Facility”. Professional Services for the RFQ/RFP will include working with City Staff, Community, NDEQ, and other jurisdictions to prepare for a new alternate site for the Municipal Solid Waste (MSW) Landfill and con-current C&D Site.

Detailed information for this request for qualifications/proposals may be obtained from the Office of the City Clerk, 1025 P Street Gering, Nebraska 69341, or by contacting the City Clerk at 308-436-6812 or e-mail: kwelfl@gering.org. Questions regarding the RFQ/RFP can be directed to Annie Folck, City Planner, City of Gering at (308) 436-5096.

One (1) signed original and six (6) copies of the proposal must be received **no later than 1:00 P.M., Tuesday, January 23, 2018,** at the Office of the City Clerk, 1025 P Street Gering, Nebraska 69341. Mailed proposals should be addressed to the City Clerk, P.O. Box 687, Gering, NE 69341. Packets should be submitted in a sealed envelope addressed to the City of Gering and clearly marked “Proposal for The Cities of Scottsbluff and Gering –Siting, Development, Permitting, and Design of a New Landfill Facility.”

Proposals shall remain firm for a period of sixty (60) days after proposal due date. The City of Gering reserves the right to refuse any or all proposals and to select the proposal deemed to be in the City’s best interest, at its sole discretion.

Kathleen J. Welfl, City Clerk

City of Gering, Nebraska

Publish 3T: January 6, 2018
 January 13, 2018
 January 20, 2018

REQUEST FOR QUALIFICATIONS/PROPOSALS

The Cities of Scottsbluff and Gering, Nebraska are requesting Qualifications/Proposals to be set forth in written format for the following:

Professional Services for the Siting, Development, Permitting and Design of a New Landfill Facility

A closed committee will evaluate the qualifications. The Cities of Scottsbluff and Gering reserve the right to reject any or all qualifications and to waive any informalities or technicalities.

1. QUALIFICATION STATEMENT

Firms are invited to submit a Qualification Statement that presents its experience, personnel, and references related to the siting, development, permitting, and design of landfill facilities. Qualification Statements shall include:

- A. A Letter of Interest to display a clear understanding of this RFQ/RFP including the project parameters. Include a positive commitment to complete the work with an estimated time period to meet permitting approval with NDEQ, and explain why the respondent should be selected in no more than three pages. Address and contact information for each party in a proposed joint venture should be included.
- B. The firm's specialized landfill development and design experience and technical competence along with at least five (5) landfill development and/or design projects that have been completed within the past ten (10) years.
- C. The firm's key personnel it would propose to undertake the technical and management duties for siting, developing, permitting, and designing a new landfill facility, keeping in mind that the Cities expect the key personnel listed in the Qualification Statement would remain responsible throughout the period of the project. No diversion or replacement would be acceptable without the written approval of the Cities.
- D. At least five (5) relevant previously completed or ongoing projects where the firm has provided siting, development, permitting, and/or design services for a landfill facility. These project descriptions must include the client name and designated contact along with the contact's title, telephone number, and email address. The Cities reserve the right to contact any and all clients as listed in these project descriptions.
- E. Qualification Statements shall be limited to no more than 25 pages total, which excludes the front cover, back cover, table of contents, and dividers. Longer resumes of proposed staff may be included in an appendix to the Qualification Statement.
- F. In a separate, sealed envelope, respondents must provide costs for the project listed under the Request for Proposal Data below.

2. ORGANIZATION OF MATERIALS

Submitted Qualification Statements must be organized in the following manner:

- A. General Information
- B. Key Personnel
- C. Firm's Experience

3. GENERAL INFORMATION

The following general information shall be included:

- A. The firm's name, address, telephone number, website address.
- B. Date firm was established and type of entity (i.e., corporation, sole proprietorship, Limited Liability Company, etc.).
- C. Firm's Certificate of Authority number as issued by the State of Nebraska Board of Engineers and Architects along with the certificate's expiration date.
- D. The technical discipline, certifications, and certification numbers for the firm's proposed Project Manager.

4. KEY PERSONNEL

The firm shall identify key personnel and any sub-consultants it would use to assist with the siting, developing, permitting, and designing a new landfill facility. Proposed sub-consultant's name, address, telephone number, and specialty shall be indicated.

In addition, firms shall include:

- A. A list of its key personnel and their titles along with a listing of directly relevant projects for each key member that includes the client name, a brief project description, key member's role in project, and project completion date.
- B. Brief resumes for each key member as listed in (A) above that include the key member's educational background, technical discipline, applicable Nebraska certifications and numbers, years of professional experience, and any unique knowledge relevant to a landfill development project.

5. FIRM'S EXPERIENCE

Qualification Statements shall include at least five (5) project descriptions for landfill development projects the firm has completed within the past ten (10) years.

Each project description shall include the client's name and designated contact along with the contact's title, telephone number, and email address along with the year(s) services provided, construction costs (if applicable), and a narrative description of project. The City reserves the right to contact any and/or all of the clients the firm includes for these project descriptions.

Provide examples of the Project Manager's government agency experience within the past ten (10) years that serve to demonstrate firm's knowledge of and performance on contracts with local government agencies. Also provide experience with State and Federal Regulatory Agencies on permitting and approvals.

6. **SELECTION/EVALUATION CRITERIA**

The above requirements will be evaluated and scored based upon the following criteria and relative importance as applied by the Evaluation Committee to the material submitted in the firm's Qualification Statement:

	<u>Evaluation Criteria</u>	<u>Maximum Points</u>
1.	Overall Quality/Qualification Statement/Firms understanding of the RFQ/RFP	15
2.	Qualifications of Key Personnel	30
3.	Experience and Competence of Firm(s)	30
4.	Qualifications as Demonstrated in Past Projects	25
	Maximum Total Points	100

The Evaluation Committee's objective is to select the highest qualified firm for the services to be rendered, at a compensation determined as fair and reasonable to the Cities. To accomplish this objective, respondents will be evaluated on the following basis:

CAPACITY AND CAPABILITY

Selected firm must be capable and proficient in providing the following technical services:

- Complete Facility Siting Capabilities
- Facility Permitting Services
- Facility Development Design Services
- Construction Oversight Services
- Documented Experience in Solid Waste Services
- Preparing work schedule in MS Project
- Organizational Chart with key personnel

Before assigning final scores the Cities may, at its discretion, schedule face-to-face interviews or video conferences with each respondent. Each member of the Committee will then assign up to the maximum points noted above to each criterion based on the respondent's submittals and any

other information obtained through interviews and/or telephone conferences. Respondents will be ranked according to their total cumulative points.

Following the completion of the evaluation and the determination of a top-ranked firm, the Cities will open the project costs from all proposals. If the project costs are deemed acceptable, the Cities will enter into contract with the top-ranked firm. If the project costs are significantly higher than the anticipated project costs and/or significantly higher than other proposals, the Cities may negotiate with the top-ranked firm. If a mutually satisfactory agreement cannot be negotiated with the top-ranked firm, said firm will be asked to document a final offer in writing before terminating negotiations. Negotiations will then be initiated with the second-ranked firm, and so forth, until a contract has been negotiated with a qualified consultant, or halted at the discretion of the Cities.

The Cities reserve the right to reject any and all applicants if the requirements as set forth herein are not met or if the Cities deem a respondent unqualified on the basis of the overall analysis of the criteria outlined above.

7. GENERAL PROVISIONS

The procurement process is subject to applicable provisions of federal, state and local laws and ordinances.

- A. The Cities will not be liable for any costs incurred in preparing, submitting or presenting a respondent's submittals or any associated travel costs.
- B. Discussions may be conducted with respondents submitting acceptable proposals; consultant selection may be made without any discussion.
- C. The Cities reserve the right to postpone the opening and/or review of respondent submittals for cause or convenience. The Cities also reserve the right to reject any and all proposals, in whole or in part, and to waive any informality therein.
- D. If only one qualified firm responds by the due date, the Cities, at their own discretion, may enter into contract negotiations with that firm.

8. CONSULTANT AGREEMENT

The selected consultant will enter into an agreement with the Cities to provide services for siting and 'Master Planning' a new facility for MSW and C&D (minimum 50 year landfill and C&D life) including but not limited to site investigations, design of waste cells and containment systems, site access and final permitting for the initial cell development meeting NDEQ requirements and all other state and local standards.

9. TIME FRAME

Work is scheduled to begin within 30 days of selection with completion dates for successful permitting and final construction design of the first cell per the schedule supplied by the selected firm not to exceed January 31, 2023.

10. CLARIFICATION OF SPECIFICATIONS

Requests for clarification of any items, requirements or specifications contained in this RFQ/RFP must be received in writing at the City offices **no later than January 18, 2018. Please fax, email or deliver all RFQ/RFP clarification requests to:**

City of Gering
C/o Annie Folck, Planner
1025 P Street
Gering, NE 69341
Phone: (308)-436-5096
Fax: (308) 436-6899
Email: afolck@gering.org

11. RESPONDENT SUBMITTALS

To be considered, one (1) original (not bound) and six (6) copies of the required submittals must be received at the City of Gering Administrative Office, 1025 'P' Street Gering, NE 69341 by **1:00 P.M., Tuesday, January 23, 2018**. The Cities shall review the documents that include each respondent's letter of interest, qualifications and required certifications and assurances.

Respondent submittals should be securely sealed in one or more parcels and clearly marked "Siting, Development, Permitting, and Design of a New Landfill Facility for the Cities of Scottsbluff and Gering NE."

Respondent submissions not in compliance with the instructions contained in this section and/or not containing the information requested may be declared "non-responsive" and disqualified from consideration.

12. MISCELLANEOUS PROVISIONS

Proposals received after the due date and time will not be considered. Modifications received after the due date will not be considered. No responsibility will be attached to the City for the premature opening of a package not properly addressed and identified, and/or delivered to the wrong office. The Cities may reject any and all proposals and reserves the right to waive any technicalities, irregularities, or informalities in any proposals or in the proposed procedure.

Owner's Representative. It is understood that the Cities will designate an Owner's Representative to provide oversight and administration during the performance of the professional services covered by any contract that is awarded.

RFP – REQUEST FOR PROPOSAL DATA

Project Proposal: Respondents must provide a project proposal, which is in accordance with the information provided in this RFQ/RFP. Respondent proposals must include the following elements:

Siting, Development, Permitting, and Design of a New Landfill

Step 1: Site Assessment/Investigation

Step 2: Permit Development

Step 3: Final Design and Construction

1. STEP 1: SITE ASSESSMENT/INVESTIGATION

Step 1 involves landfill site assessment. There are ten (10) tasks involved which include surveying, geotechnical investigations, and specific studies that are pertinent and required to meet NDEQ regulations.

Task 1 – Preliminary Geotechnical Investigations: Investigations and studies shall be performed to determine whether the site selected by the City meets all Federal, State, and Local permitting requirements specifically NDEQ and Scotts Bluff County for a new Municipal Solid Waste (MSW) Landfill and Construction and Demolition (C&D) site. In the event the site does not meet said requirements the firm would assist the City to locate a suitable site meeting NDEQ and County permitting requirements.

Task 2 - Site Survey: The surveying work will include detailed topography using GPS of the entire site to obtain a base map and topographic maps to be utilized for the project meeting NDEQ mapping requirements. Mapping shall include survey control with all monumentation and reference points with Northing and Easting labeled and shown on the maps. The contours of the map will have an accuracy of ± 0.4 feet. The topographical survey will be tied to the Nebraska State Plane Coordinate System and the survey and design information will be prepared for the City in dwg format for use with AutoCAD Civil 3D.

Task 3 - Geotechnical Work: Investigations will be performed to determine: (1) the hydrogeological setting and characteristics of the site; (2) a review of the characterization of the vadose zone (if applicable) and documentation meeting NDEQ locational and design permitting criteria to operate a MSW landfill and C&D site; and (3) a liner and cover alternative analysis. These studies will be conducted to meet the NDEQ permitting requirements and to establish a complete data base for the landfill design.

Task 4 - Surface Drainage Analysis: This analysis will evaluate both existing and final drainage conditions for the landfill site and access road(s) and will meet and/or exceed all NDEQ requirements.

Task 5 - Archaeological Survey and Threatened and Endangered Species: Perform an environmental review per NDEQ requirements to meet permitting requirements for a MSW landfill and C&D site. This will include a threatened and endangered species survey of the proposed landfill site. Conduct an initial background search on information on state and federally listed species and critical habitats that may occur in Scotts Bluff County. A pedestrian survey to map vegetative types, determine the presence or absence of critical habitat suitable for listed species, and to verify - as accurately as possible - the presence or absence of any listed flora or fauna will be performed to address the regulatory concerns of NDEQ.

Task 6 - Seismic Impact Zones: Seismic documentation per Title 132, Chapter 3, 002.09 at the site will be performed to meet NDEQ requirements.

Task 7 - Preliminary Conceptual Design: Engineer will prepare a preliminary design for the site. This design will identify the parameters of the site and the requirements for the facility design. The preliminary design will identify building locations, fence lines, cell geometry, storm water channels, borrow sources, utilities, access roads, liner requirements, and all other ancillary facilities necessary for the development of the landfill for a minimum landfill design life of 75 years.

Task 8 - Preliminary Cost Estimate: Engineer will prepare a preliminary cost estimate. This estimate, based on the preliminary conceptual design, will involve developing a takeoff sheet to identify all items necessary to perform the surveying, siting, hydrogeological studies, permitting, and design/layout of cells. This estimate shall also include the design and permitting approval process of Cell 1 as shown on the Preliminary Conceptual Design (Task 7). This cost estimate will be utilized to identify potential problems, further refine the potential level of funding required, further refine specific requirements for the site, establish if funds are available, and identify additional items that may be added to the project.

Task 9 – Preliminary Schedule using MS Project with Gantt Chart: Preliminary siting and permitting schedule showing all activities required to obtain approvals through initial landfill site selection, surveying, mapping, hydrogeological studies, installation of required monitoring wells, testing, reports, meetings including public informational meetings, and other pertinent elements required for a new MSWL. This schedule shall also include testing activities and design timeline necessary to obtain design approval/construction acceptance for Cell 1. This schedule will be utilized to identify critical paths during the siting and permitting phase and identify additional items that may be added to enable permitting.

Task 10 - Meetings: Meetings with the Owner, Community, and others will be critical throughout the project. These meetings will be both formal and informal and will involve transmitting information and, most importantly, addressing concerns and issues that may have arisen during the step/tasks associated with the project.

2. STEP 2: PERMIT APPLICATION DEVELOPMENT

This step involves developing the permit application for the Municipal Solid Waste Landfill including con-current C&D Permitting (all tasks). There are eight (8) tasks in this step. At the completion of this step, the landfill permit application will be submitted to NDEQ and the public hearing process completed.

Task 1 - Permit Drawings: Engineer will prepare permit design drawings for the landfill to be used in the permit application and for the final design. This design will be based on the results established and a minimum 50-year landfill permit life.

Task 2 – Modeling and Analysis: Engineer will perform the modeling and analyses necessary to meet the requirements of NDEQ as related to groundwater protection and landfill liner design.

Task 3 – Groundwater and Gas Monitoring Plans: Engineer will develop groundwater and gas monitoring plans per NDEQ requirements.

Task 4 - Closure Plan: Engineer will prepare a Closure/Post-Closure Plan for the landfill area in accordance with the latest NDEQ Solid Waste Management Regulations. Engineer will prepare financial assurance estimates for closure and post-closure assessments. Engineer will assist in determining funding mechanisms to be used for financial assurance.

Task 5 - Operations Plan: The operations plan will be developed to address specific requirements of NDEQ and it will be organized and prepared to be included in the NDEQ permit application.

Task 6 - Assemble Permit Application Documents: All of the pertinent documents will be assembled into the permit application. The permit application will be prepared in accordance with the latest Nebraska Solid Waste Management Regulatory requirements.

Task 7 - Public Hearings: Engineer will prepare for and conduct public hearings for the landfill permit. Engineer will include the Owner in all activities relating to required public hearings. Engineer will interact with NDEQ to identify the level of effort as related to the public hearings meeting NDEQ 13-1706 Public Hearing Processes.

Task 8 - Meetings: Meetings with the Owner, Community, and others will be critical throughout the project. These meetings will be both formal and informal and will involve transmitting information and, most importantly, addressing concerns and issues that may have arisen during this step in the project.

3. STEP 3 FINAL DESIGN AND CONSTRUCTION

Step 3 will involve four (4) tasks. These tasks address the final design and construction of the municipal solid waste landfill. These tasks are prepared to be completed in series and will be implemented at the direction of the Owner.

Task 1- Final Design: Once the permit application is accepted by NDEQ and the Owner gives its Notice to Proceed, Engineer will commence the final design process. Based on all previous work completed, Engineer will prepare final bidding documents, final drawings, and technical specifications. The drawings will include the complete MSWL and C&D site including structures and access' and all other work related to the construction of the first cell of the landfill.

Task 2 - Final Cost Estimate: Engineer will prepare a final cost estimate. This estimate will be based on the final design.

Task 3 - Construction Bidding Services: Engineer will provide complete bidding services. These services include preparing the bid advertisement, chairing the pre-bid conference, responding to contractor questions, preparing addenda, evaluating the bid submittal, and providing a recommendation of award.

Task 4 - Construction Inspection Services: Engineer will provide construction inspection services the Owner may require for the construction of the first landfill cell meeting the CQA Plan. At a minimum, Engineer will be involved with the oversight of the installation including but not limited to: (1) the subgrade for the liner; (2) the liner; (3) the liner protection system; (4) inspection of the construction of the road work; (5) drainage system; (6) buildings; (7) and other ancillary facilities. Engineer shall establish an inspection procedure program to assist in the inspection process. All NDEQ requirements will be satisfied and the facility will meet all necessary regulations. Engineer shall provide all inspection services including testing, monitoring, and installation review.

4. STEP 4 PROJECT SCHEDULE

The project schedule shall be completed using MS Project with Gantt Chart Layout and reflect the steps and tasks presented in the Scope of Work.

AGREEMENT FOR SERVICE AND CONSTRUCTION OF NEW LANDFILL

This Agreement is made on the 2nd day of July, 2007, by and between the City of Gering, a Municipal Corporation, (hereinafter referred to as "GERING") and the City of Scottsbluff, a Municipal Corporation, (hereinafter referred to as "SCOTTSBLUFF") under the Interlocal Cooperation Act.

WHEREAS, GERING agree to cooperate and contract with the City of Scottsbluff for the disposal of solid waste under the terms of the Integrated Solid Waste Management Act (Neb. Rev. Stat. § 13-2001 to 13-2043); and

WHEREAS, this Agreement is entered into pursuant to Neb. Rev. Stat. §§ 13-801 to 13-827, the Interlocal Cooperation Act, to enable the parties herein to comply with the mandates of the act and to provide for disposal of solid waste at the existing GERING Solid Waste Disposal site; and

WHEREAS, SCOTTSBLUFF desires to dispose of its waste at the existing GERING Municipal Solid Waste Disposal Site, GERING agrees to provide a site for municipal solid waste disposal for SCOTTSBLUFF; and

WHEREAS, GERING operates a waste disposal site known as the GERING Solid Waste Disposal Site hereinafter referred as the "Landfill" which is situated in GERING, Scotts Bluff County, Nebraska, and which has been designated by the State of Nebraska as a long-term Landfill for the City of GERING.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between GERING and SCOTTSBLUFF as follows:

1. Approved Municipal Solid Waste. The GERING Landfill is available for the disposal of all approved solid waste. Approved solid waste shall mean all "municipal solid waste" as defined in the Integrated Solid Waste Management Act (Title 132) which is collected by SCOTTSBLUFF for the disposal of waste exclusively produced by SCOTTSBLUFF within their city limits and two mile jurisdictional boundary, subject to the following exclusions:

- (a) Any solid waste prohibited from Landfill disposal under State or Federal laws or regulations;
 - (b) Regulated hazardous waste and polychlorinated biphenyl waste (hereinafter referred to as PCB waste);
 - (c) Such other solid waste as GERING determines to be inappropriate for disposal at the Landfill; and
 - (d) A list of unacceptable waste will be posted at the facility.
2. Operation of Landfill and Duration. GERING agrees that the Landfill should be constructed, maintained and operated in accordance with all requirements of Federal and State law by GERING. GERING agrees that the Landfill shall accept approved municipal solid waste for disposal at its Landfill for the remaining life of the Landfill at its location near the west city limits of the City of GERING, more particularly described as follows:
- Part of the S½SE¼, Section 34, Township 22 North, Range 55 West of the 6th p.m., Scotts Bluff County, Nebraska, said site containing 38.52 acres more or less as described by Jensen survey of July 29, 1993 and recorded in landfill permit for Gering, Nebraska.
- Cells 4, 5, 6, 7 and 8 remain unfilled at that Landfill. GERING shall start accepting waste pursuant to this Agreement on or about the 1st day of November, 2007. GERING shall be the designated owner of the Landfill, including all equipment, buildings and supplies.
3. Fees for Disposal. GERING will charge a fee for municipal solid waste disposal from SCOTTSBLUFF as follows:
- (a) Fees will be collected from Scottsbluff at the rate of \$37.50 per ton payable monthly based on scaled weight delivered to GERING plus CPI adjustments (see paragraph 3(d)). GERING will submit a statement to SCOTTSBLUFF which shall be paid within 28 days from the date of submission. In the event that the payment is not made within 28 days from the date of billing, interest on the unpaid balance will be due in the amount of 10%. From that \$37.50 per ton plus CPI (paragraph 3(d)), \$7.50 per ton is to be payable to the Reserve Account for the new landfill at that rate for the life of the landfill (see paragraph no. 10). These figures are based on the solid waste feasibility study:

Table 3-1: Annualized Per Ton Costs Estimated for Solid Waste Disposal for GERING and SCOTTSBLUFF Combined

DESCRIPTION	\$ / Ton
Operating Cost	17.30
NDEQ Compliance	5.05
Cost to Build New Landfill	7.50
Cost for New Equipment	3.31
Closure / Post-Closure	1.39
Contingencies - Legal Engineering Administration	2.91
Landfill Cost / Ton	\$37.50

- (b) GERING agrees that it will charge no less than \$37.50 per ton plus CPI adjustments (as defined in 3(d)) to any third party landfill users.
- (c) GERING agrees to operate its facility for the purpose of accommodating additional waste into GERING's existing Landfill.
- (d) Every year after the effective date of this Contract, for the contract term, the parties agree that the per ton charges to Scottsbluff in Paragraph 3(a) will be adjusted based upon the U.S. Department of Labor Consumer Price Index - Midwest Rural on that date. (i.e. on November 1st every year from November 1, 2007).
- (e) The fees collected by the City of GERING for the disposal of approved municipal solid waste shall include the following:
 - (1) All costs of operation of the Landfill and baler facility.
 - (2) All amounts payable for debt service, if any, in connection with financing to operate the facility;
 - (3) All amounts necessary to provide reserves for costs of closure and post-closure of facilities.
 - (4) All amounts necessary to provide for payment of Title 132 State Permit fees - Chapter 9, Annual Operating Fees - Chapter 10, and Municipal Solid Waste Disposal Fees - Chapter 11 (currently \$1.25 per ton); provided however that if these fees are increased by the State, SCOTTSBLUFF and GERING will share on a cumulative annual tonnage basis any increase in fees above current charges by the State of Nebraska, as of the effective date of the contract. Payments should be made 28 days from date of submission.

- (f) Roll off and Compactors: GERING will provide SCOTTSBLUFF customers with roll offs and compactors exclusively within the SCOTTSBLUFF zoning jurisdiction subject to existing contract rights with others. SCOTTSBLUFF agrees to give notice to Waste Connection of termination of its contract for roll off and compactors, dated April 18, 2005. GERING and SCOTTSBLUFF will provide notice to Waste Connection of GERING's intent to serve SCOTTSBLUFF by resolution in July, 2007. Waste Connection will be provided the option to serve SCOTTSBLUFF for one additional year from the date of GERING's resolution to provide service to SCOTTSBLUFF for roll off waste collection pursuant to Neb. Rev. Stat. § 18-1752.02. In the event Waste Connection agrees to provide roll off and compactor service for one additional year pursuant to Neb. Rev. Stat. § 18-1752.02, the final date of service by Waste Connection shall be twelve (12) months from the date of the resolution by GERING. Thereafter, GERING will exclusively provide SCOTTSBLUFF with roll off and compactor service for the term of GERING's contract with SCOTTSBLUFF (life of the GERING landfill).

GERING will charge a landfill fee and a collection fee. Landfill fees will be charged at the rate of \$37.50 per ton subject to CPI (3(d) above). Collection fees will be set annually by GERING and include operations and capital costs. GERING will charge sales tax in addition to these fees.

- (g) White goods, Tires and Other Prohibited Materials: GERING will receive all white goods, tires and other prohibited materials from SCOTTSBLUFF (including GERING'S) at the landfill. All white goods, tires, and prohibited waste/materials received at GERING'S landfill will be disposed of by GERING. GERING will send a bill to SCOTTSBLUFF for the cost of disposal of all white goods, tires and other prohibited materials received in the landfill from SCOTTSBLUFF.

4. Delivery of Waste to the Landfill. SCOTTSBLUFF is responsible for delivery of all of its municipal solid waste to the GERING Landfill site, except rolloff and compactors which SCOTTSBLUFF grants an exclusive right to the City of Gering to serve, subject to provisions of 3(f) above.
5. Unanticipated State and Federal Mandates. In the event that there are any State or Federal Mandates requiring additional expenditure for fees, equipment, real estate and other Landfill requirements, which do not exist on the date of execution of this contract, the parties agree to share any additional cost on a cumulative annual tonnage basis as of November 1st each year, or each year and the date of said expenditure, whichever first occurs. Payments should be made 28 days from date of submission.
6. Regulation of Waste Received. GERING will regulate all solid waste to be received by the Landfill. It shall be the responsibility of SCOTTSBLUFF to insure that City of

Scottsbluff personnel have sufficient training and knowledge to recognize unacceptable wastes, including hazardous and PCB waste, and to insure that such materials are not delivered to the Landfill. SCOTTSBLUFF shall use its best efforts consistent with current levels of training and monitoring by its collection staff to recognize unacceptable wastes, including hazardous and PCB waste. All loads delivered to the Landfill will be subject to inspection for waste content; any unauthorized items will be rejected, and for the first 6 months inventoried so the parties may negotiate a cost or other consideration for GERING to handle these items. This contract does not cover individual citizen's disposal of solid waste. GERING reserves the right to accept or not accept waste delivered by individuals delivered to the GERING landfill in cars, pickups, or other vehicles at rates to be set by GERING.

7. Hours of operation: Hours of operation are subject to change in GERING's discretion. Landfill and baler hours of operation are currently:

LANDFILL

6:30 a.m. to 2:00 p.m. for the purpose of receiving loads.

BALER

6:30 a.m. to 1:30 p.m.

Days of operation: Monday through Friday.

8. Compost: SCOTTSBLUFF shall provide grass and leaves collection for all SCOTTSBLUFF customers and compost its own material. GERING composts grass and other compost type materials through a separate collection system. GERING will be allowed to use SCOTTSBLUFF's composting facility in GERING's discretion at no fee. GERING residents and Gering municipal services will be able to use this composted waste.
9. Spring Clean Up: The parties agree that SCOTTSBLUFF and GERING residents will be allowed a minimum of 5 days free landfill for residential customers only (not commercial) in the sole discretion of Gering. Residents will be required to show proof of residence within the city of SCOTTSBLUFF by driver's license and a City of Scottsbluff utility bill. The dates and times for these clean-ups will be determined by GERING. In addition, the parties will agree on a date certain for the Southeast Scottsbluff cleanup program under the same terms and conditions.
10. Reserve Account for New Landfill Site: SCOTTSBLUFF and GERING agree that for the term of this agreement (life of the GERING landfill), each community shall contribute \$7.50 per ton into a separate reserve interest bearing account which shall be non-refundable to each city. Gering agrees to make Scottsbluff's contribution from the \$37.50 fee provided at 3(a). The intent of this agreement is for Gering and Scottsbluff to partner in a new landfill at a different location, and accumulate and invest money to site

and construct the same. If either of the parties of this agreement do not participate in the joint effort to site and build a new landfill, all Reserve Account money through the life of the current GERING landfill will remain in the new landfill Reserve Account, and the non-participating city shall forfeit all money contributed into that Reserve Account through the end of the term of this agreement (life of current landfill). In the event neither City goes forward with the landfill, the funds accumulated from third party cities or third party independent haulers will be Gering's funds. The funds contributed by Gering and Scottsbluff will be divided by them based on each City's contribution per ton. The purpose of this account will be to locate and construct a new Landfill which shall meet State and Federal requirements for a municipal solid waste facility. These funds shall be audited annually. The operation of the new joint Landfill will be the subject of an Interlocal Cooperation Agreement between GERING, SCOTTSBLUFF or any other community or entity specifically allowed only by the agreement of SCOTTSBLUFF and GERING to participate. In the event GERING chooses to permit third party cities or third party independent haulers to use the existing Landfill, those third party cities / haulers will be charged no less than \$7.50 per ton, all final charges of which will be determined by GERING. Third party Reserve Account fees will be deposited into the new landfill Reserve Account. GERING and SCOTTSBLUFF agree to invest such public funds in this Reserve Account consistent and in accordance with Nebraska law.

If GERING and SCOTTSBLUFF both agree, in writing, to not jointly build a new landfill, both communities shall be entitled to their respective capital contributions based upon fees paid and interest accrued on an agreed final date of distribution.

11. City of Mitchell: The City of Gering currently has a contract for hauling and disposal of Mitchell's municipal waste. The GERING-SCOTTSBLUFF contract herein is subject to the terms and conditions of the Gering - Mitchell contract for the existing term of the Gering-Mitchell contract. (Gering - Mitchell contract term is 02/01/2005 to 01/31/2010) The City of Mitchell tonnage received by GERING through the term of the existing contract with Mitchell shall be itemized and excluded from the \$7.50 / ton Reserve Account fee until midnight on January 31, 2010. Upon renewal, GERING will insure that Mitchell's fee includes at a minimum the \$7.50 per ton charge as set forth in paragraph 10.
12. Default: In the event that either GERING or SCOTTSBLUFF defaults in any of the provisions of this agreement, either party may resort to any remedy available under Nebraska law.
13. Assignability: Neither party may assign its interest in this Agreement to any other entity without the express written consent of the other.
14. Notices: Any notices or other communications between the parties shall be personally delivered, sent by regular mail, or by facsimile transmission, electronic mail, or by facsimile transmission combined with any of the above methods of service, to the addresses set out below, or to such other address as a party may designate, from time-to-time, by written notice to the other. A notice shall be deemed effective upon receipt.

- (a) If to GERING:

City of Gering
1025 P Street; P.O. Box 687
Gering, NE 69341
Fax: (308) 436-6899
Attention: City Administrator

- (b) If to SCOTTSBLUFF:

City of Scottsbluff
1818 Avenue A
Scottsbluff, NE 69361
Fax: (308) 630-6294
Attention: City Manager

15. Miscellaneous:

- (a) This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and may only be modified in writing signed by both of the parties.
- (b) Either City's waiver of any one default shall not be a waiver of the same or any other default in the future. In addition, either City's failure to exercise any right given to it by this Agreement shall not be a waiver of any later exercise of that right.
- (c) The provisions of this Agreement are severable and if any provision is held to be invalid, the remainder of the Agreement shall remain in effect.
- (d) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.
- (e) This Agreement shall be governed by the laws of Nebraska.
- (f) This Agreement shall be binding on the successors and assigns of the parties.
- (g) SCOTTSBLUFF may not assign or transfer their interest in this Agreement without the consent of GERING.
- (h) In the event of disagreement or dispute concerning any of the terms of this contract, GERING and SCOTTSBLUFF agree to negotiate and work toward resolving any such disputes or disagreements in good faith.

CITY OF GERING, NEBRASKA,

By: Susan Wiedeman
Susan Wiedeman, Mayor



Deborah D. Russell
City Clerk

CITY OF SCOTTSBLUFF, NEBRASKA,

By: Randy Meininger
Randy Meininger, Mayor

Attest: Gretchen A. Huch
City Clerk



MEMORANDUM OF UNDERSTANDING FOR SOLID WASTE

Joint City Council Meeting
4-30-07

The City of Gering and the City of Scottsbluff mutually agree to negotiate to cooperatively pursue the disposal of solid waste at the existing Gering Solid Waste Disposal Site for its useful life estimated at a minimum of 13 years.

In accordance with the Nebraska Legislature's stated policy to encourage the development of integrated solid waste management programs, the cities further agree that part of their negotiation will include setting aside monies for the siting and development of a new replacement landfill to serve the cities' long-term needs.

FOR THE CITY OF GERING



Susan K. Wiedeman, Mayor





Rosemarie D. Russell, City Clerk

FOR THE CITY OF SCOTTSBLUFF



Randy Meininger, Mayor




Cindy Dickinson, City Clerk

ADDENDUM

Comes now the City of Scottsbluff and the City of Gering, parties to the contract dated July 7, 2007 wherein the parties agreed that the City of Gering would dispose of City of Scottsbluff's solid waste.

A need for clarification has arisen with regard to paragraph 3f that provides for the City of Gering to take over the roll-off and compactor business from the City of Scottsbluff.

Notwithstanding any interpretation of the above described clause or any other provision of the contract with regard to what was meant by the parties in the roll-off and compactor language, the parties agree to the following:

- (1) The City of Gering will take over and provide service to businesses and/or citizens in the City of Scottsbluff for the purpose of providing them roll-offs and compactors. Scottsbluff agrees that it will not during the term of this contract provide such service.
- (2) In the above described service agreement, the City of Gering will set the rates for the services provided the businesses and/or citizens in Scottsbluff.
- (3) The City of Gering will deliver and pick-up the roll-offs and compactors as requested by such customers.
- (4) The City of Gering will process and send billings to City of Scottsbluff businesses and/or other citizens who use City of Gering services for roll-offs and compactors.

Parties agree that all other provisions of the above described contract are confirmed and ratified.

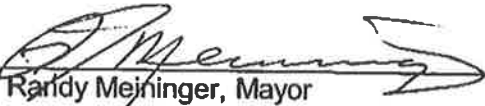
This agreement shall be considered effective July 7, 2008 and will continue for the duration of the contract described above between the parties.

This addendum shall be binding upon the parties, their successors and assignees. Parties agree that this addendum shall be attached to the above described contract and considered a part thereof.

Witness whereof, parties set their hands here to the first above written.

CITY OF SCOTTSBLUFF

By


Randy Meininger, Mayor

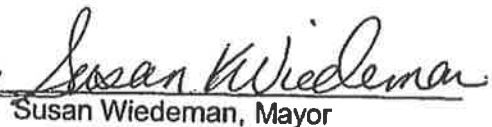
Attest


City Clerk



CITY OF GERING

By


Susan Wiedeman, Mayor

Attest


City Clerk

