

**ADVERTISEMENT  
REQUEST FOR PROPOSALS**

**FOR CONSULTING SERVICES FOR THE RE-PERMITTING OF THE  
SOLID WASTE LANDFILL  
CITY OF GRAND ISLAND, NEBRASKA**

Sealed proposals will be received by the **City Clerk's Office**, 100 E. First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802 until **4:00P.M. (local time) on May 6th, 2010** for **PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE RE-PERMITTING OF THE SOLID WASTE LANDFILL, City of Grand Island, NE**. Proposals received after the specified time will be returned unopened to sender. Proposals must be based on the City's Request for Proposals. Contact Jeff Wattier, Solid Waste Superintendent, at (308) 385-5433, extension 4 for further information.

Proposed services shall include, but are not limited to:

- **Brief firm profile**
- **Resume of key staff designated for the work**
- **Names and addresses of references on similar type of work**
- **Special conditions to agreement**
- **Brief summary of no more than five similar projects the firm has completed**
- **Approach to project**
- **Proposed schedule and fees**
- **Any exception(s) to the proposal requirements**

The award winning offer will be required to comply with the City's insurance requirements.

Proposals will be evaluated based upon firm & team experience on similar work, understanding of the project, experience & knowledge of the City and County where the work is being performed, Approach, and Proposed schedule and fees. Proposals shall remain firm for a period of ninety (90) days after proposal due date. The City of Grand Island reserves the right to refuse any or all proposals, to waive technicalities, and to accept whichever proposal that may be in the best interest of the City, at its sole discretion.

**TITLE VI**

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

**SECTION 504/ADA NOTICE TO THE PUBLIC**

The City of Grand Island does not discriminate on the basis of disability in admission of its

programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

Jeff Pederson  
308-385-5444, extension 140  
100 East First Street, Grand Island, NE 68801  
Monday through Friday; 8:00 a.m. to 5:00 p.m.

RaNae Edwards, City Clerk

# **REQUEST FOR PROPOSALS FOR CONSULTING SERVICES FOR THE RE-PERMITTING OF THE SOLID WASTE LANDFILL CITY OF GRAND ISLAND, NEBRASKA**

## **PROPOSED WORK**

The Solid Waste Division of the Public Works Department for the City of Grand Island, Nebraska is seeking a consultant to provide professional engineering services relative to the operation and re-permitting of the Grand Island Regional Landfill. This Subtitle D solid waste disposal facility is located approximately three miles North of Shelton, Nebraska in Hall County and receives approximately 325 tons per day of municipal solid waste.

The current landfill permit, NE 0210658, expires April 15<sup>th</sup>, 2011. Generally, the requested consulting services will involve the re-permitting of the Grand Island Regional Landfill as described in the Nebraska Department of Environmental Quality Title 132 – Integrated Solid Waste Management Regulations, dated December 28<sup>th</sup>, 2009.

More specifically, the proposed services shall include, but are not limited to:

1. Meetings with the City and the NDEQ to determine the requirements and scope of the re-permitting process.
2. Representing the City in meetings and public hearings required during the re-permitting process.
3. Revising the site master plan pertaining to future landfill phases after the current Phase 1 is filled.
4. Reviewing and revising all permit drawings.
5. Incorporating recently completed minor permit modification and engineering work into the revised permit application. Generally, this work relates to the following:
  - \*Steepening current permitted 6:1 final cover side slopes to 4:1.
  - \*Increasing maximum final grade elevation.
  - \*Revise Phase 1 to reflect the planned future expansions into cells 3 and 4.
  - \*Various other permit changes such as phase site development plan, leachate management plan, site life analysis, permit drawings, site drainage calculations, soil loss calculations, slope stability, settlement along leachate collection system, HELP Model Runs, and leachate collection system calculations.
6. Providing all engineering and consulting services necessary for re-permitting the current landfill.

## **EVALUATION CRITERIA**

Proposals will be evaluated with the following considerations, along with the weight percentages assigned to each element which will be used to rank and evaluate the proposals:

1. Firm & Team experience on similar work. (20%)
2. Understanding of the project. (20%)
3. Experience and knowledge of the City and County where the work is being performed. (15%)
4. Approach. (25%)
5. Proposed schedule and fees. (20%)

## **PROPOSAL SHALL INCLUDE**

(Limit 15 pages excluding staff resumes)

In order to be carefully evaluated, the proposal shall include:

1. Brief firm profile.
2. Resume of key staff designated for the work.
3. Names and addresses of references on similar type of work.
4. Special conditions to agreement.
5. Brief summary of no more than five similar projects the firm has completed.
6. Approach to project.
7. Proposed schedule and fees.
8. Any exception(s) to the proposal requirements.

## **PROPOSAL PROTOCOL**

Jeff Wattier of the Solid Waste Division will be the City's contact person for additional information on this proposal (phone number 308-385-5433, ext. 4). Interested firms shall send three (3) copies of their proposal to the City Clerk, Grand Island City Hall, 100 East 1<sup>st</sup> St., P.O. Box 1968, Grand Island, NE 68802-1968. Proposals must be received by 4:00 p.m. (local time), Thursday, May 6th, 2010. Proposals must remain firm for ninety (90) days from the proposal due date. The City of Grand Island reserves the right to reject any or all proposals and to select the proposal which is deemed to be in the City's best interest, at its sole discretion.

## **CONTRACT NEGOTIATIONS**

The evaluation committee will rank the proposals. It is anticipated that no interviews will be necessary. The City will then try to negotiate an agreement with the highest ranked proposer. If a satisfactory agreement cannot be negotiated with the highest ranked proposer, then an attempt will be made to negotiate an agreement with the next highest ranked proposer.

## **ANTICIPATED SCHEDULE**

The following timetable is anticipated:

May 6 <sup>th</sup> , 2010	Proposal Due
May 12 <sup>th</sup> , 2010	Begin Negotiations
May 25 <sup>th</sup> , 2010	City Council Approval of Agreement
May 26 <sup>th</sup> , 2010	Issue Notice to Proceed
April 1 <sup>st</sup> , 2011	Complete Work (Re-Permitting)

## **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 a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a consultant under a contract to the prime consultant or higher tier consultant or any person associated therewith, as an inducement for the award of an agreement or order.

## **INSURANCE**

Provide a summary of the firm's (and sub-consultant's) insurance coverage. Minimum limits and types of insurance that are required to be maintained throughout the term of the project are identified in this section.

## **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

1. "Worker's Compensation and Employer's Liability." This insurance shall protect the Contractor against all claims under applicable State worker's compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement. The liability limits shall be not less than the following:

Worker's Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. "Business Automobile Liability." This insurance shall be written in comprehensive form and shall protect the Contractor, Contractor's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$500,000 Combined Single Limit
---------------------------------	---------------------------------

3. "Comprehensive General Liability." The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

4. "Umbrella Liability Insurance." This insurance shall protect the Contractor against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. Additional Requirements. The City may require insurance covering a Contractor or Subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Contractor or Subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Contractor of all obligations under the contract.

The Contractor shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. Certificate of Insurance. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this contract. The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Contractor cannot have the "endeavor to" language stricken, the Contractor may elect to provide a new certificate of insurance every thirty (30) days during the contract. The Contractor shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.

**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.

**LB 403**

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

**FISCAL YEARS**

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.

## **TITLE VI**

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

## **SECTION 504/ADA NOTICE TO THE PUBLIC**

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

Jeff Pederson  
308-385-5444, extension 140  
100 East First Street, Grand Island, NE 68801  
Monday through Friday; 8:00 a.m. to 5:00 p.m.

## **PROPOSAL TERMS AND CONDITIONS**

The City will not pay any costs incurred by the firm in preparing or submitting the proposal. The City reserves the right to modify or cancel, in part or in its entirety, this RFP. The City reserves the right to reject any or all proposals, to waive defects or informalities, and to offer to contract with any firm in response to any RFP. This RFP does not constitute any form of offer to contract.

**AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between \_\_\_\_\_ 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 Consulting Services for the Re-Permitting of 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 **Re-Permitting of the Solid Waste Landfill Proposal Form** with terms & conditions submitted by the Consultant, a copy thereof being attached to and made a part of this agreement;

NOW, THEREFORE, in consideration of the compensation to be paid to the Consultant and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Consultant for itself, himself, or themselves, and its, his (hers), or their successors, as follows:

ARTICLE I. That the Consultant shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the agreement documents as listed in the attached **Request for Proposals for Consulting Services for the Re-Permitting of the Solid Waste Landfill for the City of Grand Island** and in the attached **Re-Permitting of the Solid Waste Landfill Proposal Form** as Submitted by the Consultant; said documents forming the agreement and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this agreement to the said Consultant, such award being based on the acceptance by the City of the Consultant's proposal;

ARTICLE II. That the City shall pay to the Consultant for the performance of the work embraced in this agreement and the Consultant will accept as full compensation therefore the sum (subject to adjustment as provided by the agreement) of \_\_\_\_\_ Dollars \$ \_\_\_\_\_ 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 Consulting Services for the Re-Permitting of 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 VII. 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 VIII. 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 IX. 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 X. 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.

**CONSULTANT**

By \_\_\_\_\_

Title \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA,**

By \_\_\_\_\_

Margaret Hornady, Mayor

Attest: \_\_\_\_\_

RaNae Edwards, City Clerk

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

\_\_\_\_\_  
Dale Shotkoski, 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.

DRAFT