



*Working Together for a  
Better Tomorrow. Today.*

## REQUEST FOR PROPOSALS

**To:** Engineering Design Services

**From:** Todd McCoy, Parks & Recreation Director  
City of Grand Island, Nebraska

**Subject:** Engineering Design Services for Renovation of Island Oasis Water Park

**Date:** September 3, 2024

The City of Grand Island is seeking a consultant to provide engineering design services to develop plans and specifications to renovate Island Oasis Water Park.

The Request for Proposals are due October 1, 2024 by 4:00 p.m. (Local Time). Four (4) copies of the Request for Proposals shall be submitted to:

Jill Granere, City Clerk  
Office of the City Clerk  
P.O. Box 1968  
Grand Island, NE 68802

Any questions in responding to this RFP please contact Todd McCoy, Parks & Recreation Director (308) 389-0290 or [toddm@grand-island.com](mailto:toddm@grand-island.com). I look forward to receiving your response to this request.

**ADVERTISEMENT  
REQUEST FOR PROPOSALS  
FOR  
ENGINEERING DESIGN SERVICES  
FOR  
RENOVATION OF ISLAND OASIS WATER PARK  
CITY OF GRAND ISLAND, NEBRASKA**

The City of Grand Island is seeking Engineering Design Services to develop plans and specifications to renovate Island Oasis Water Park.

Sealed Request for Proposals will be received **at the office of the City Clerk, 100 East First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802, until 4:00 p.m. (Local Time), October 1, 2024, for Engineering Design Services for Renovation of Island Oasis Water Park.** Request for Proposals received after the specified time will be returned unopened to sender.

The award winning offeror will be required to comply with the City's Insurance requirements.

The Purchaser reserves the right to reject 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.

No bidder may withdraw their Request for Proposals for a period of ninety days (90) after date of bid opening.

Jill Granere, City Clerk

**REQUEST FOR PROPOSALS  
RENOVATION OF ISLAND OASIS WATER PARK  
GRAND ISLAND, NEBRASKA**

**PROPOSED WORK**

The Parks & Recreation Department of the City of Grand Island is seeking a consultant to provide engineering design services to develop plans and specifications to renovate Island Oasis Water Park.

The scope of work will be based on concepts, recommendations, and observations from a previous 2022 facility evaluation and master planning study that details the renovation of existing features and the addition of new amenities. The City's goal is to negotiate a contract with a qualified design firm to provide project design services.

The proposed engineering design services sought shall include:

1. All plans and specifications necessary to renovate Island Oasis Water Park, approved by the Nebraska State Health Department for construction.
2. Construction observation and testing services necessary to ensure quality control during construction.
3. Engineers estimate budget estimate.

**EVALUATION CRITERIA**

The proposals shall be evaluated with the following considerations:

- Proposed project schedule and completion date (20%)
- Consultants experience on similar swimming pool projects (30%)
- Technical approach and scope (30%)
- Successful experience working with the Nebraska Department of Health and Human Services submitting plans, securing permits, and received final approval of swimming pool projects. (20%)

**PROPOSALS SHALL INCLUDE  
(limit of 25 pages excluding resumes)**

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

- Approach to the project;
- Brief company history, including references of similar departments/cities serviced by your company;
- Resume of key staff designated for the projects and a clear identification of their roles in the projects;
- Names and addresses of references;

- Copy of proposed contract agreement;
- Any exceptions to the proposal requirements as stated herein; and
- Proposed work schedule.

### **QUALIFICATION PROTOCOL**

Todd McCoy, Parks & Recreation Director will be the City's contact person for additional information on this RFP. Interested firms shall send four (4) copies of their proposals to Jill Granere, City Clerk, P.O. Box 1968, Grand Island, NE 68802-1968. Proposals must be received **no later than 4:00 p.m. (Local Time) on October 1, 2024**. Proposals must remain firm for ninety (90) days from the due date. The City reserves the right to reject any or all proposals and to select the proposal which is deemed to be in the best interest of the City, at their sole discretion.

If any proposer shall have any questions or request clarification of any ambiguity, inconsistency or error which they may discover upon examination of the specifications in the Request for Proposal specifications, the proposer may contact Todd McCoy, City of Grand Island, 100 E 1<sup>st</sup> Street, Grand Island, NE 68801 or 308-389-0290. Interpretation, corrections and changes made to the specifications will be by written addenda. Oral interpretations or changes to the specifications made in any other manner will not be binding on the City; and any proposer shall not rely upon any such oral interpretation or changes.

### **CONTRACT NEGOTIATIONS**

The evaluation committee will rank the proposals. The City will negotiate a contract with the highest ranked proposer. If a satisfactory contract cannot be negotiated with the highest ranked proposer, then an attempt will be made to negotiate a contract with the next highest ranked proposer.

### **ANTICIPATED SCHEDULE OF PROJECT**

- Receipt of proposals no later than 4:00 (local time) October 1, 2024;
- Award negotiated contract with successful proposer at October 22, 2024 City Council meeting;
- Bid construction of project June 6, 2025;
- Begin construction August 18, 2025;
- Complete pool construction and State Health Department inspection May 1, 2026.

### **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 qualification

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**

The award winning offeror will be required to comply with the City's Insurance requirements.

#### **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.

#### **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.

#### **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.

Laura McAloon  
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.