#### ADVERTISEMENT REQUEST FOR QUALIFICATIONS FOR

## ENGINEERING CONSULTING SERVICES FOR THE CITY OF GRAND ISLAND, NEBRASKA AND CENTRAL PLATTE NRD

Sealed qualifications 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 August 25, 2011 for engineering consulting services related to a Groundwater Study Update for the City of Grand Island, NE and Central Platte NRD. Qualifications received after the specified time will be returned unopened to sender. Qualifications must be based on the City's Request for Qualifications. Contact John Collins, Public Works Director, at (308) 385-5444, extension 260 for further information.

The chosen consultant will be required to comply with the City's insurance requirements, fair labor standards and the NDOR Conflict of Interest polices.

Qualifications will be evaluated based upon professional qualifications necessary for satisfactory performance, specialized experience and technical competence in the type of work required, past performance on contracts with government agencies and private industry, the capacity to accomplish the work in the required time, and location of the project and knowledge of the area. Qualifications shall remain firm for a period of ninety (90) days after due date. The City of Grand Island reserves the right to refuse any or all qualifications and to waive technicalities in order to accept qualifications that may be in the best interest of the City of Grand Island, 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.

Mary Lou Brown 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 QUALIFICATIONS FOR ENGINEERING CONSULTING SERVICES FOR CITY OF GRAND ISLAND AND CENTRAL PLATTE NRD

#### PROPOSED WORK

The Public Works Department of the City of Grand Island and the Natural Resources District are seeking a consultant to provide engineering services to update the dewatering study for those parts of the City of Grand Island where groundwater tables can rise to a level that allow water to enter basements.

The City and NRD have previously conducted a groundwater study utilizing locations within the City, each consisting of a dewatering well and groundwater monitoring wells spaced at intervals to several hundred feet to determine size and magnitude of cones and depressions. This RFQ is requesting an update to the model for the last 10 years.

The proposed engineering services sought shall include an update to the model for the location of wells or other dewatering works (tile drains, etc.) and alternatives available for the accumulation, transport and disposal of the excess groundwater.

More specifically, the updated plan shall include, but not be limited to:

- 1. Brief outline of dewatering methods available;
- 2. Outline of dewatering method(s) considered most viable and recommended method, including cost estimates;
- 3. Updated plan for the location of dewatering works;
- 4. Outline of alternatives available for het accumulation, transport, and disposal of the excess groundwater;
- 5. Updated plan on the recommended disposal system(s) including size, route and cost estimate;
- 6. Update and recommendations on water quality issues;
- 7. Possible assessment or payment methods for original construction as well as long term operation and maintenance; and
- 8. Long term effects, if any, from the dewatering, such as settlement or subsidence.

It is anticipated that consultant will present the updated groundwater study at a City Council meeting and CPNRD Board meeting. These meetings shall consist of a pre-study meeting, interim meetings, review of drafts and final report. One or two public meetings may be scheduled if deemed necessary.

#### **EVALUATION CRITERIA**

The qualifications shall be evaluated with the following considerations:

- Proposed project schedule and completion date (30%)
- Consultants experience on similar groundwater projects (30%)
- Technical approach and scope (40%)

### QUALIFICATIONS SHALL INCLUDE (limit of 25 pages excluding resumes)

In order to be carefully evaluated, the qualification 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 qualification requirements as stated herein; and
- Proposed work schedule.

#### QUALIFICATION PROTOCOL

John Collins, Public Works Director, will be the City's contact person for additional information on this RFQ (308-385-5444, ext. 260). Interested firms shall send six (6) copies of their qualifications to RaNae Edwards, City Clerk, PO Box 1968, Grand Island, NE 68802-1968. Qualifications must be received **no later than 4:00 p.m. on August 25, 2011**. Qualifications must remain firm for ninety (90) days from the due date. The City and NRD reserve the right to reject any or all qualifications and to select the qualification which is deemed to be in the best interest of the City and NRD, at their sole discretion.

If any proposer shall have any questions or request clarification of the Request for Qualification specifications, the proposer may contact John Collins, City of Grand Island, 100 E 1<sup>st</sup> Street, Grand Island, NE 68801 OR 308-385-5444, ext. 260 of any ambiguity, inconsistency or error which they may discover upon examination of the specifications. 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 or NRD; and any proposer shall not rely upon any such oral interpretation or changes.

#### **CONTRACT NEGOTIATIONS**

The evaluation committee will rank the qualifications. John Collins, Public Works Director, will then try to 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 qualifications no later than 4:00 p.m. on August 25, 2011; and
- The qualifications shall include a schedule of the anticipated completion date for the project, meetings, etc.

#### **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**

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 Employer's Liability Statutory Limits \$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.

#### **QUALIFICATION TERMS AND CONDITIONS**

The City will not pay any costs incurred by the firm in preparing or submitting the qualification. 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 qualifications, 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.

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