

ADVERTISEMENT

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR DESIGN SERVICES FOR EXTENSION OF GRAND ISLAND'S PUBLIC SANITARY SEWER SYSTEM FROM WILDWOOD SUBDIVISION TO INTERSTATE 80 (DISTRICT NO. 530T)

City of Grand Island, NE

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 July 6, 2012** for **engineering consulting services for design services for extension of Grand Island's Public Sanitary Sewer System from Wildwood Subdivision to Interstate 80 (District No. 530T) for the City of Grand Island, NE**. Qualifications received after the specified time will be returned unopened to sender. Qualifications must be based on the City's Request for Qualifications. Contact Terry Brown, Manager of Engineering Services, at (308) 385-5444, extension 268 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 PROFESSIONAL ENGINEERING CONSULTING SERVICES
FOR DESIGN SERVICES FOR EXTENSION OF GRAND ISLAND'S PUBLIC SANITARY SEWER SYSTEM FROM WILDWOOD SUBDIVISION TO INTERSTATE 80 (DISTRICT NO. 530T)**

City of Grand Island, NE

PROJECT DESCRIPTION

The City of Grand Island is seeking the professional services of an engineering consultant to perform design of and creation of construction plans and specifications and right-of-way (R.O.W.) services for the extension of the Grand Island's public sanitary sewer system from Wildwood Subdivision (southwest intersection of U.S. Highway 281 and Wildwood Drive) to Interstate 80 (north of the north channel of the Platte River).

PROPOSED WORK

1. PURPOSE AND SCOPE OF THE PROJECT:

The purpose of this project is to extend a main sanitary sewer line from the south end of the Wildwood Division on the west side of U.S. Highway 281 (to be constructed in 2012-13) to the north side of the North Channel of the Platte River near Interstate 80. The proposed area in which the proposed main shall be located is shown on the attached Exhibit A. The project will connect to a 24" PVC sanitary sewer on the north end of the project and run along the west side of U.S. Highway 281 and end at a manhole on the south side. One sanitary sewer service shall be included in the plans to connect the existing Diamond Truck Wash to the proposed main line, which will need to be bored under U.S. Highway 281 and not interfere with traffic. This project is to be funded with a SRF loan and needs to meet the requirements of such.

The engineer shall design the mainline according to sizing data supplied by the City. Designs shall be in accordance with the Ten State Standards and the City of Grand Island Specifications.

The engineer shall utilize the existing survey data which will be provided by the City of Grand Island in Nebraska State Plan (NAD83) and vertical datum of NAVD88. It will be provided in AutoCAD Civil 3D 2010 format only. The engineer can verify as much or as little of the survey as they wish to confirm the data.

2. RECIEVABLES:

The consultant shall provide the following:

- Pre-Design Services
 - Environmental clearance necessary for SRF loan requirements
- Construction documents, stamped and sealed by a Professional Engineer licensed in the State of Nebraska. Documents shall be provided as:
 - Electronic AutoCAD Civil 3D files
 - Full sized prints on mylar
 - Electronic PDF files
- Permitting
 - NDEQ permitting
 - NDOR permits to occupy ROW and/or work in ROW as needed
 - Environmental clearance necessary
- Right-of-way services
 - Easement exhibits and legal descriptions for, at most, 10 individual parcels for both permanent and temporary construction easements.

- Appraisals for all affected properties.
- Specifications
 - Any special provisions that are not part of the Grand Island City Specifications that the engineer deems needed for this job for the City to incorporate in the bidding documents.
- Construction Services
 - Construction observation
 - Construction testing per G.I. City Specifications
 - Construction staking as needed to construct project

3. PRICE:

The City will negotiate fees required to complete this project with the consultant whose qualifications best meet the project based on the criteria that follows.

PREPARATION & SUBMISSION OF QUALIFICATIONS

The proposer agrees that the preparation of all responses to this RFQ shall be at the sole cost and expense of proposer and any and all claims to reimbursement for the cost and expense of preparation shall be waived.

Questions concerning the technical aspects of this request should be directed to Terry Brown, Manager Engineering Services for the City Of Grand Island Public Works Department at (308) 385-5444 ext 268.

Respondents to this RFQ must deliver five (5) copies of their proposal to:

City of Grand Island
 City Hall, 100 East First Street
 P.O. Box 1968
 Grand Island, NE 68801-1968
 Attn: City Clerk

Submittals should be marked **“EXTENSION OF GRAND ISLAND’S PUBLIC SANITARY SEWER SYSTEM FROM WILDWOOD SUBDIVISION TO INTERSTATE 80”** and shall be delivered to the Office of the City Clerk no later than **4:00 p.m. on July 6, 2012.**

Documents provided shall remain firm for a period of ninety (90) days after the proposal due date. Submittals received after the designated time will not be considered in the selection process and will be retained unopened until after award. The City reserves the right to accept or reject any or all submittals and to waive informalities or irregularities in the selection process.

EVALUATION CRITERIA

Submittals 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:

- Firm experience on similar work. (25%)
- Team experience. (25%)
- Past experience working with the City of Grand Island Public Works Department. (25%)
- Proposed schedule (25%)

SUBMITALS SHALL INCLUDE:

(Limit 15 pages excluding staff resumes)

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

- Brief Firm Profile.
- Resume of key staff designated for the work.
- Brief summary of no more than three (3) similar projects the firm has completed.
- Brief approach to the project.
- Proposed schedule.
- Any exception(s) to the proposal requirements.

PROPOSED AGREEMENT

A draft of the proposed agreement is included as part of this RFQ. Any special terms and/or conditions to the agreement should be noted.

CONSULTANT SELECTION

The evaluation committee will rank the proposals. Interviews may be necessary.

ANTICIPATED SCHEDULE

The following timetable is anticipated:

<u>July 6, 2012</u>	Proposal Due
<u>July 24, 2012</u>	City Council Approve Agreement
<u>July 25, 2012</u>	Issue Notice to Proceed

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.

TERMS AND CONDITIONS

The City will not pay any costs incurred by the firm in preparing or submitting the requested documents. The City reserves the right to modify or cancel, in part or in its entirety, this RFQ. 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 RFQ. This RFQ 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.

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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.

End of Proposal Information

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2012, 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 Qualifications for Professional Engineering Consulting Services for Design Services for Extension of Grand Island's Public Sanitary Sewer System from Wildwood Subdivision to Interstate 80 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 **Extension of Grand Island's Public Sanitary Sewer System from Wildwood Subdivision to Interstate 80 Qualifications 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 Qualifications for Professional Engineering Consulting Services for Design Services for Extension of Grand Island's Public Sanitary Sewer System from Wildwood Subdivision to Interstate 80 for the City of Grand Island** and in the attached **Extension of Grand Island's Public Sanitary Sewer System from Wildwood Subdivision to Interstate 80 Qualifications 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 Qualifications for Professional Engineering Consulting Services for Design Services for Extension of Grand Island's Public Sanitary Sewer System from Wildwood Subdivision to Interstate 80 for the City of Grand Island.**

ARTICLE IV. That the Consultant shall start work as soon as possible after the agreement is signed.

ARTICLE V. The Consultant agrees to comply with all applicable State fair labor standards in the execution of this agreement as required by Section 73-102, R.R.S. 1943. The Consultant further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this agreement, the Consultant and all Sub Consultants agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, national origin, age or disability. The Consultant agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VII. GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or an agreement or sub agreement, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub Consultant under an agreement to the prime Consultant or higher tier Sub Consultant or any person associated therewith, as an inducement for the award of a Sub Consultant to order.

ARTICLE VIII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE IX. LB 403: Every public consultant and his, her or its subconsultants who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CONSULTANT

By _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

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

Jason Eley, Asst. City Attorney

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subagreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.