

**ADVERTISEMENT  
REQUEST FOR PROPOSALS  
FOR  
2013 PAVEMENT MANAGEMENT SERVICES  
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 March 28, 2013** for **2013 PAVEMENT MANAGEMENT SERVICES, 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 Scott Griepenstroh, Project Manager, at (308) 385-5455 for further information.

Proposed services shall include, but are not limited to:

- **Firm's approach to performing the work required by this project**
- **Proposed project schedule**
- **Delineate the project team & organization**
- **Describe the ability of the firm to meet the intent of required services outlined in this RFP**
- **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 qualifications and expertise of the key personnel to be assigned to this project; understanding of the requirements of this project; relevance & suitability of the project approach and schedule to meet the needs of the City; record of past performance on similar projects; comments and opinions provided by references; background experience of the firm as it directly relates to this project; resources of the firm to conduct and complete this work in a satisfactory manner; and clarity, conciseness, and organization of proposal. 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.

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 PROPOSALS**  
**2013 Pavement Management Services**

**1. PURPOSE AND INTENT**

- 1.1 The City of Grand Island, Nebraska, hereinafter referred to as the "City" intends to retain a professional engineering firm to provide services for collecting digital data along the City of Grand Island's arterial, collector and residential roadway network and developing a budget for a Pavement Management System.
  - 1.1.1 Grand Island is located in the center of Hall County, Nebraska and has a population of approximately 48,600. Grand Island is in the process of becoming a Metropolitan Planning Organization.
  - 1.1.2 Grand Island is approximately 150 miles west of Omaha on Interstate 80.
  - 1.1.3 The climate is generally marked by cold windy winters and hot windy summers. Precipitation amounts are approximately 26 inches per year.
  - 1.1.4 The City's roadway network consists of approximately 290 centerline miles, or approximately 870 lane miles, of paved roadway.
- 1.2 The intent of this request for proposals is to select a firm based on qualifications, recommended project approach, and practical applications which best accomplishes the objectives while incorporating innovative and cost effective methods.
- 1.3 The City reserves the right to contract for additional services with another firm or utilize its own forces.
- 1.4 The City will rely on the selected firm to remain on schedule for all services rendered so as to meet the project schedule as specified.
- 1.5 All reports, information, data, etc. prepared, assembled, or reviewed by the firm are confidential and the firm agrees that they shall not be made available to any individual or organization without prior written approval of the City.

**2. DESCRIPTION**

- 2.1 The selected firm will collect digital data for the pavement network consisting of 305 centerline miles of streets identified on the "City of Grand Island Pavement Network" Map in Attachment A.
- 2.2 The selected firm will inspect and evaluate the pavement according to the AASHTO Guidelines for Pavement Management Systems, the PAVER Pavement Management System and the City's existing Pavement Management evaluation process.
  - 2.2.1 The City implemented CarteGraph electronic Pavement Management software in 1998, including inspection of arterial, collector and residential streets.
    - 2.2.1.1 Until 2011, annual inspections were undertaken on one-third of

the entire pavement network. The entire pavement network was inspected in three year cycles.

2.2.1.2 Compatibility with the existing database and management system methodology is critical.

2.2.2 Previous evaluations were based in large part on the PAVER methodology to evaluate surface distress.

2.2.2.1 Inspections consisted of measurements of pavement distress observations to determine an Overall Condition Index (OCI). Pavement roughness was not measured or applied to OCI values.

2.3 The selected firm will update the CarteGraph database to reflect the new data and evaluated information. As an optional service, the firm may be contracted to implement an image viewer system database.

2.3.1 The City is currently using CarteGraph 8.1a.

2.3.1.1 The City will purchase any necessary licenses for City use.

2.3.2 As an optional service, the selected firm shall propose an image viewer system capable of handling both historic and current images. The proposed system shall be cost effective and approved by the City prior to implementation.

2.4 The selected firm will coordinate with City staff to develop pavement models and engineering parameters.

2.5 The selected firm will assist the City in developing an annual budget for maintaining the existing Overall Condition Index for the pavement network.

2.5.1 The annual budget shall be based on (3) three different methods for determining the appropriate funding level for sustaining the amount of streets in good condition and preventing an increase in the amount of streets in poor condition.

2.5.2 The annual budget shall be based on an array of pavement preservation and maintenance activities and the associated life cycle performance for each activity.

2.6 The selected firm will assist the City in developing a method for prioritizing street segments for preservation and maintenance activities

### **3. AVAILABLE INFORMATION**

3.1 Interested firms may contact the City of Grand Island for historical and recent inspection data obtained and managed in the City's Cartegraph software

3.2 The Engineering Division of the Public Works Department is located at the City Hall offices at 100 East First Street, Grand Island, NE, 68801

3.3 All questions must be submitted in writing to Scott Griepenstroh by fax at (308) 385-5488 or by email at [scottg@grand-island.com](mailto:scottg@grand-island.com).

#### **4. REQUIRED SERVICES**

- 4.1 The selected firm shall provide normal and customary professional services for digital data collection which may include but not be limited to:
  - 4.1.1 Project Management
  - 4.1.2 Data Collection
    - 4.1.2.1 Data shall be compatible with the existing City Pavement Management System as noted above in 2.2 and 2.3.
    - 4.1.2.2 All data shall be delivered in the Nebraska State Plane XY Projection System.
    - 4.1.2.3 Data ID's shall coordinate with the existing centerline geodatabase.
    - 4.1.2.4 Two-way roads shall be collected using two passes, one pass in each direction.
    - 4.1.2.5 One-way roads shall be collected using a single pass per lane.
    - 4.1.2.6 Care of self and traveling public will be taken which may or may not require operating during "off-peak" hours.
    - 4.1.2.7 Minimum Deliverables
      - 4.1.2.7.1 Longitudinal profile data
      - 4.1.2.7.2 Transverse profile data
      - 4.1.2.7.3 Faulting data
    - 4.1.2.8 Optional Deliverables
      - 4.1.2.8.1 High-resolution, georeferenced forward-looking digital images taken every 20 feet, facing "forward" and to the "side".
      - 4.1.2.8.2 High-resolution, digital images of pavement surface taken from a downward-facing digital line-scanning, continuous image camera.
      - 4.1.2.8.3 Other services as appropriate to develop a sufficient database for Pavement Management decisions
- 4.2 The selected firm shall provide normal and customary professional services for pavement evaluation which may include but not be limited to:
  - 4.2.1 Project Management
  - 4.2.2 Calculate Pavement Roughness using the International Roughness Index (IRI)
  - 4.2.3 Determine an Overall Condition Index (OCI)
    - 4.2.3.1 Pavement surface evaluation shall be in accordance with the City's existing Pavement Management System as noted above in Section 2.2 and 2.3.
    - 4.2.3.2 Evaluations and calculations shall be conducted throughout the various segments and reported in the database as an average per segment
    - 4.2.3.3 Most segments are one city block in length. Some segments are longer in the non-residential areas.
- 4.3 The selected firm shall provide normal and customary professional services for database updates which may include but not be limited to:
  - 4.3.1 Project Management

- 4.3.2 CarteGraph Database Updates
  - 4.3.2.1 Inspection Records
  - 4.3.2.2 Assist to identify needed inventory update (as necessary for missing data or data corrections)
- 4.3.3 Optional Service: Image Viewer Database Implementation
  - 4.3.3.1 Assist in Software Implementation
- 4.4 The selected firm shall provide normal and customary professional services for developing pavement performance models, engineering parameters, and development of the annual pavement preservation and maintenance program which may include but not be limited to:
  - 4.4.1 Project Management
  - 4.4.2 Update the engineering parameters within CarteGraph's PAVEMENTview Plus pavement performance models.
  - 4.4.3 Verify other PAVEMENTview Plus engineering parameters comply with the City's current policies and procedures.
  - 4.4.4 Develop deterioration calculations based upon data collected.
  - 4.4.5 Final Report with a summary including but not limited to the following:
    - 4.4.5.1 Data collected and entered
    - 4.4.5.2 Overall system condition in terms of existing OCI and anticipated decline under current funding
    - 4.4.5.3 Short-term and long-term funding versus OCI comparison and discussion
    - 4.4.5.4 Funding recommendations as per Section 2.5
    - 4.4.5.5 Recommended future plans or goals for the Pavement Management System
- 4.5 Other tasks for which the selected firm will be responsible may include, but not be limited to:
  - 4.5.1 Meetings will be held with the Project Team at appropriate times to discuss progress and issues.
  - 4.5.2 Successful transfer and implementation of data to City.
  - 4.5.3 Consider future City needs and provide recommendations for Pavement Management procedures and strategies
- 4.6 All of the above shall be in conformance with City, State and Federal requirements
- 4.7 All reports, information, data, etc., prepared, assembled, or reviewed by the selected firm are confidential and the selected firm agrees that they shall not be made available to any individual or organization without prior written approval of the City

## **5. TENTATIVE PROJECT SCHEDULE**

5.1	Open RFPs	March 28, 2013
5.2	Review of RFP (Short List):	April 5, 2013
5.3	Notification for Interviews:	April 8, 2013
5.4	Interviews (on site or conference call):	April 18, 2013
5.5	Negotiate Scope of Work and Fee Schedule:	April 25, 2013
5.6	Second Negotiation Meeting (if needed):	May 2, 2013
5.7	Contract Signed by Selected Firm	May 9, 2013
5.8	City Council Action	May 14, 2013
5.9	Anticipated Notice to Proceed:	May 15, 2013
5.10	Final Project Report	December 1, 2013

## **6. ADDITIONAL PHASES AND OTHER SERVICES**

- 6.1 Based on the firm's performance and at the discretion of the City, additional services may be requested by the City which will be reviewed and negotiated at a later time, as necessary.
- 6.2 The City reserves the right to contract for additional services with another firm or utilize its own forces.

## **7. CITY'S RESPONSIBILITIES**

- 7.1 Designate City Project Team to coordinate work activities of affected parties.
- 7.2 Make all policy and budgetary decisions so as to allow timely completion of the work.
- 7.3 Make known pertinent existing drawings, records, database files, City segment files, and available information.
- 7.4 Assist in coordinating, arranging, and conducting meetings with representatives of affected City Departments and other agencies as required for completing the work.

## **8. PROPOSAL CONTENTS**

- 8.1 Describe and outline the Firm's approach to performing the work required by this project.
- 8.2 Outline of the Proposed Project Schedule
- 8.3 Delineate the Project Team and Organization.
  - 8.3.1 Include names of key individual(s) to be assigned to, and work directly with City
  - 8.3.2 Describe specific areas and limits of responsibilities for each of the team members
  - 8.3.3 Include a project team organizational chart showing lines of responsibility and extent of involvement.
  - 8.3.4 Include resumes for key individuals
- 8.4 Describe the Ability of the Firm to Meet the Intent of Required Services outlined in

this RFP, including:

- 8.4.1 Firm's approach to cost estimating and Firm's history of accuracy of cost estimates for similar projects
- 8.4.2 Time availability of Key Individual(s)
- 8.4.3 Qualifications and Expertise of Key individual(s) for this type of work
  - 8.4.3.1 Relevant Data Collection Experience
  - 8.4.3.2 Relevant Data Evaluation Experience
  - 8.4.3.3 Relevant Software Experience
- 8.4.4 Listing of types of anticipated assistance that may be required from the City Project Team or other City Departments
- 8.4.5 Listing of any and all concerns for the firm, individual, other firms, city, or others.
- 8.4.6 List four contacts of former clients (to include contact person, title, and telephone number) for which key individual(s) was engaged within the past three (3) years
- 8.4.7 Desire for your firm to interview on-site or conference call if chosen for a personal interview.

## **9. PROPOSAL FORMAT**

- 9.1 Proposals shall be plain white paper, black ink, five (5) single sided pages, stapled in the upper left corner.
  - 9.1.1 This does not include cover letter and resumes
- 9.2 The following is a list of attachments which are not part of the five (5) page limit:
  - 9.2.1 A 1 to 2 page summary description of the firm's history, structure, size and philosophy.
  - 9.2.2 A summary resume/dossier of the key staff to be assigned to the project
  - 9.2.3 A 1 page list of four contacts of former clients (to include contact person, title, and telephone number) for which key individual(s) was engaged within the past three (3) years

## **10. PROPOSAL EVALUATION CRITERIA**

- 10.1 Qualifications and expertise of the key personnel to be assigned to this project
- 10.2 Understanding of the requirements of this project.
- 10.3 Relevance and suitability of the project approach and schedule to meet the needs of the City.
- 10.4 Record of past performance on similar projects
- 10.5 Comments and opinions provided by references.
- 10.6 Background experience of the firm as it directly relates to this project
- 10.7 Resources of the firm to conduct and complete this work in a satisfactory manner:
  - 10.7.1 Factors to be considered include: current work load (including current work with the City), proposed schedule for completion, history of past estimating, and ability and willingness to commit the key personnel
- 10.8 Clarity, conciseness, and organization of proposal.



NOTE: Proposals will be reviewed, evaluated and ranked (e.g.: 1, 2, 3) with even weighting given to each of the above criteria.

**11. SUBMITTAL REQUIREMENTS**

11.1 Submit four (4) copies of your proposal on or before the date and time established for receiving proposals to:

City Clerk's Office  
100 East First Street  
Grand Island, NE 68801

11.1.1 The proposal must be submitted in an envelope clearly marked on the exterior as containing "**Proposal for Pavement Management Services.**"

11.1.2 Submission Date and Time is **March 28, 2013, 4:00 P.M.** Proposals received after the established date and time will be rejected.

11.1.3 All fees submitted as part of your proposal may be further negotiated during the negotiation process.

**12. CONTACTS**

12.1 Contacts regarding the development of a proposal shall be made in writing only to Scott Griepenstroh, Project Manager, fax (308) 385-5488 or email at [scottg@grand-island.com](mailto:scottg@grand-island.com).

12.2 Any addenda answering questions or providing clarifications will be posted on the Bid Calendar on the City of Grand Island website at [www.grand-island.com](http://www.grand-island.com).

12.3 Verbal responses and/or representations shall not be binding to the City.

**13. PROCESS**

13.1 The City will rank the proposals based on the criteria outlined in the RFP and determine a short list.

13.2 The firms selected for oral presentations will be notified.

13.3 If the city is unable to arrive at a mutual agreement with the top ranked firm, the city retains the sole right to move on to negotiations with the second (then, third, etc.) ranked firm.

**AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, **2013**, 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 2013 Pavement Management Services 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 **2013 Pavement Management Services 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 2013 Pavement Management Services for the City of Grand Island** and in the attached **2013 Pavement Management Services 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 2013 Pavement Management Services 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.

\_\_\_\_\_  
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.

**EXHIBIT 2 - EXISTING  
FUNCTIONAL CLASSIFICATION**

**Legend**

Local Streets

**Functional Class**

-  State Fed Highway-4 lane
-  State Fed Highway-2 lane
-  Other Arterial
-  Major Arterial
-  Expressway
-  County Highway-Paved
-  County Highway-Gravelled
-  Collector



City of Grand Island



**COMPREHENSIVE PLAN  
GRAND ISLAND, NEBRASKA**

Source: City of Grand Island GIS Database  
(City of Grand Island)



March 2004

