

# GRAND ISLAND WATER SYSTEM MASTER PLAN

CITY OF GRAND ISLAND UTILITIES DEPARTMENT PLATTE GENERATING STATION GRAND ISLAND, NEBRASKA

Specification 124-13

Bid Issue October 15, 2013

## ADVERTISEMENT FOR PROPOSALS GRAND ISLAND WATER SYSTEM MASTER PLAN FOR CITY OF GRAND ISLAND, NEBRASKA

Proposals will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until Thursday, November 7, 2013 at 3:30 p.m. local time for the Proposal for the Grand Island Water System Master Plan, FOB the City of Grand Island. Site inspections can be arranged by contacting Lynn Mayhew (308) 385-5494 for an appointment.

Proposals received after the specified time will be returned unopened to sender. Proposals shall include the following on the <u>outside</u> of the envelope: "Proposal for Grand Island Water System Master Plan". All proposals must be signed and dated in order to be accepted. Four complete copies with the **original** proposal shall be submitted for evaluation purposes.

Proposal package is also available on-line at www.grand-island.com under Business – Bid Calendar.

Proposals will be evaluated by the Purchaser based on Contractor's response to the proposal, experience of the company and project personnel, commercial terms, and pricing to perform the project required.

The Purchaser reserves the right to reject any or all proposals, to waive irregularities therein, and to accept whichever proposal that may be in the best interest of the City, at its sole discretion.

RaNae Edwards, City Clerk



Working Together for a Better Tomorrow, Today.

## REQUEST FOR PROPOSALS

## **GENERAL SPECIFICATIONS**

The Proposal shall be in accordance with the following and with the attached DETAILED SPECIFICATIONS.

All prices are to be F.O.B. Grand Island, Nebraska. All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.

Proposals shall include the following on the **outside** of the mailing envelope: "**Proposal for Grand Island Water System Master Plan**". All sealed Proposals are due no later than **Thursday, November 7, 2013 at 3:30 p.m. local time**. All proposals must be signed and dated to be accepted. **Four complete copies with the original proposal** shall be submitted for evaluation purposes to the following:

Mailing Address: RaNae Edwards, City Clerk Street Address: RaNae Edwards, City Clerk

City Hall City Hall

P. O. Box 1968 100 E. First Street

Grand Island, NE 68802-1968 Grand Island, NE 68801

Any Proposal received after the specified date will not be considered. No verbal Proposal will be considered.

Proposals will be evaluated by the Purchaser based on Contractor's response to the proposal, experience of the company and project personnel, commercial terms, and pricing to perform the project required.

The successful contractor will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. 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.

The invoice for Contractor's services will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of City Council date to allow evaluation and processing time.

The City 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.

All Proposals shall be valid for at least thirty (30) working days after the Proposal deadline for evaluation purposes.

**All Proposals must be signed and dated to be accepted**. Please contact Lynn Mayhew at 308-385-5494, for questions concerning this specification.

## GRAND ISLAND WATER SYSTEM MASTER PLAN DETAILED SPECIFICATIONS

<u>SCOPE.</u> The Grand Island Utilities Department is soliciting proposals for a twenty (20) year master plan for its water system.

<u>DESCRIPTION.</u> The City's water system consists of twenty-one (21) low pressure wells, located on a 1,200 acre island in the Platte River, which supply water to an onsite collection and pumping station. This pumping station transfers water through two (2) 30-inch transmission mains to three (3) reservoir/pumping stations in the City. These high pressure pumping stations provide water as required for residential and industrial use and fire protection through a distribution grid, comprised of approximately 235 miles of cast and ductile iron mains. Five (5) high pressure wells connected directly to the distribution system provide additional capacity. System operation is monitored at the Burdick Station control room by use of a computer based SCADA system. The peak municipal system demand is approximately 26 MGD. In 2012, a Uranium removal treatment plant was added at the well field to remove uranium from three (3) of the twenty-one (21) wells.

<u>PROJECT REQUIREMENTS.</u> The Scope shall include reviewing the current system to determine future needs for capital improvements, and water quality, to meet the reliability that the Utilities Department has provided the City of Grand Island.

<u>PROPOSAL EVALUATION.</u> The proposals will be evaluated on the following criteria. Also indicated are the weighting factors which will be used in tabulating the evaluation scores.

- 1. Proposal Responsiveness (x 1)
- 2. Company Experience (x 2)
- 3. Personnel Experience (x 2)
- 4. Commercial Terms (x 1)
- 5. Engineering Fees (x 1)

SITE INSPECTION. The Engineering firm shall visit the City facilities prior to submittal of the Proposal to become familiar with the project scope. Site inspections can be arranged by contacting Lynn Mayhew, 308-385-5494, for an appointment.

<u>PROPOSAL QUALIFICATIONS.</u> The Engineering firm shall be a consulting engineering firm with experience in the planning of municipal water systems as described in these specifications. All work is to be performed by or under the direct supervision of experienced engineers registered in the State of Nebraska.

<u>PROPOSAL INFORMATION.</u> The Proposal shall be addressed to the attention of Lynn Mayhew, Assistant Utilities Director. The Proposal shall provide hourly fees by personnel classification, fee multiplier, a schedule of applicable expenses, and proposed contract. Proposed primary personnel with their qualifications and anticipated involvement in the project shall be included with the Proposal. **Client** 

contacts for a minimum of five (5) projects for the Water Master Plan Study, which have been completed during the last five years or are currently in progress, must be submitted in order for the proposal to be considered.

<u>INSURANCE REQUIREMENTS.</u> The Contractor shall comply with the attached "Insurance Requirements".

<u>GENERAL INFORMATION:</u> The following instructions outline the procedure for preparing and submitting Proposals. Engineers must fulfill all requirements as specified in these documents.

All Proposals must be submitted intact with the correct number of copies no later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Each Proposal must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the Advertisement for Bids.

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 therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

<u>FISCAL YEAR</u>. 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.

<u>PAYMENT.</u> Payment for the engineering services will be determined by hours worked plus miscellaneous expenses, up to a predetermined "not to exceed" amount on a project phase basis. Time estimates for various portions of projects, man-hours by classification, and miscellaneous expense details may be requested.

<u>PRICING.</u> The Engineer shall provide in the Proposal a not-to-exceed price for the specified work, including standard rates for services and expenses and all other terms and policies to be in effect during this project.

## **ENGINEERING SERVICES - CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into by and between [SUCCESSFUL BIDDER], hereinafter called the Engineer, and the CITY OF GRAND ISLAND, NEBRASKA, hereinafter called the City.

#### WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has an advertisement calling for proposals to be published for *GRAND ISLAND WATER SYSTEM MASTER PLAN*; and

WHEREAS, the City, in the manner prescribed by law, has evaluated the proposals submitted, and has determined the aforesaid Engineer to be the responsible bidder, and has duly awarded to the said Engineer a contract therefore, for the sum or sums named in the Engineer's proposal, portions thereof being attached to and made a part of this contract.

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

<u>ARTICLE I</u>. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

- 1. This Contract Agreement.
- 2. Additional Terms and Conditions for Professional Services.
- 3. Minimum Insurance Requirements.
- 4. [NAME OF SUCCESSFUL BIDDER] Proposal dated [DATE OF BID].

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Engineer shall provide the services set forth in this agreement and the attachments thereto in accordance with the normal degree of care and skill of other reputable professionals providing similar services on similar projects of like size and nature for this area;

ARTICLE III. That the City shall pay to the Engineer for the performance of the work embraced in this contract and the Engineer will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **[DOLLAR AMOUNT]** (\$00.00) for all services and work covered by and included in the Contract award and designated in the foregoing Article II;

payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid:

 Labor Cost
 \$ .00

 Expenses
 \$ .00

 Total
 \$ .00

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.

<u>ARTICLE IV</u>. The Engineer hereby agrees to act as agent for the City. The invoice for Engineer's services will be paid after approval at the next regularly scheduled Council meeting and occurring after departmental approval of invoice. The City council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

ARTICLE V. The Engineer agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Engineer 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 contract, the Engineer and all sub-Engineers agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Engineer agrees to comply with all applicable Local, State and Federal rules and regulations. The Engineer agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public Engineer and his, her or its sub-Engineers 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.

ARTICLE VI. 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 therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

[SUCCESSFUL BIDDER]	
Ву	Date
Title	
CITY OF GRAND ISLAND, NEBRASKA	
By Mayor	_ Date
Attest:City Clerk	
The Contract is in due form according to law and	
Attorney for the City	ΔFT

## MINIMUM INSURANCE REQUIREMENTS CITY OF GRAND ISLAND, NEBRASKA

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

## 1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation Employers 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 Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be 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 not be 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 Bidder 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 Bidder 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 Bidder or subcontractor.

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

The Bidder 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 Bidder cannot have the "endeavor to" language stricken, the Bidder may elect to provide a new certificate of insurance every thirty (30) days during the contract. Bidder 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.