

**AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES**

CLIENT: Grand Island Parks and Rec DATE: May 20, 2014  
CLIENT CONTACT: Todd McCoy PROJECT #: 13127

**PROJECT NAME AND LOCATION:**

Cemetery Site Selection and Master Plan – Grand Island, Nebraska

**BASIC SCOPE OF SERVICES:**

1. See Attached Scope of Services that was also provided as part of the proposal.

**FEE ARRANGEMENT:**

Basic services shall be on an hourly basis, not to exceed the following, described as follows:

1. Task 1 - Project Kickoff – Information Gathering	\$7,800.00
2. Task 2 – Site Selection and Overall Master Planning	\$8,500.00
3. Cemetery Services Master Plan	\$9,500.00
<b>Total</b>	<b>\$25,800.00*</b>

\*Fee does not include reimbursable expenses which will not exceed 15% of the total listed above.

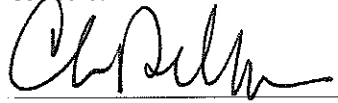
**PREPARED BY:**

Reimbursable expenses are in addition to the fee.

The attached hourly rate schedule and general conditions are a part of this agreement.

**OFFERED BY:**

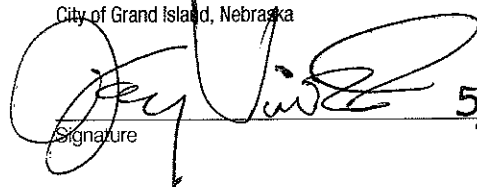
Confluence

  
Signature 5.20.14  
Date

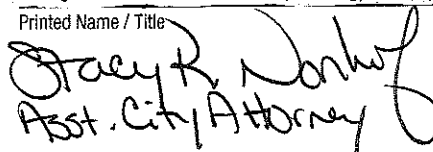
Chris Della Vedova, Principal  
Printed Name / Title

**ACCEPTED BY:**

City of Grand Island, Nebraska

  
Signature 5/27/2014  
Date

Jay Vavritek, Mayor  
Printed Name / Title

  
Tracy R. Donhof  
Asst. City Attorney

**REQUEST FOR PROPOSALS  
FOR  
CEMETERY EXPANSION SITE OPTIONS EVALUATION & MASTER PLAN  
FOR CITY OF GRAND ISLAND**

**PROPOSED WORK**

The City of Grand Island Parks & Recreation Department is seeking a consultant to provide site options evaluation and master planning services to expand the Grand Island City Cemetery.

The proposed services sought shall include:

1. **Expansion site options evaluation.** A minimum of three sites should be studied for the feasibility of future cemetery expansion. A development and operation cost analysis should be provided comparing each expansion option. The consultant will present to Grand Island City Council site option findings including their professional recommendations.
2. **Cemetery Services Master Plan.** A phased master plan should provide detailed construction and operational recommendations for current and proposed expansion of City cemetery properties. Conceptual designs and budget estimates for the development and operation of each phase of the master plan should be included.

**EVALUATION CRITERIA**

The qualifications shall be evaluated with the following considerations:

- Consultants experience on similar cemetery projects
- Technical approach and scope
- Overall value to the City of Grand Island

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

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

- Approach to the project;
- Brief company history, including references of similar departments/cities serviced by your company;
- Resume of key staff designated for the projects and a clear identification of their roles in the projects;
- Names and addresses of references;
- Copy of proposed contract agreement;
- Any exceptions to the proposal requirements as stated herein; and
- Proposed work schedule.
- Pricing for proposed work listed above.

**PROPOSAL PROTOCOL**

Todd McCoy, Parks & Recreation Director, will be the City's contact person for additional information on this RFP (308-385-5444, ext. 290). Interested firms shall send three (3) copies of their proposal to RaNae Edwards, City Clerk, PO Box 1968, Grand Island, NE 68802-1968.

Proposals must be received **no later than 4:00 p.m. on May 6, 2014**. Proposals must remain firm for ninety (90) days from the due date. The City reserves the right to reject any or all proposals and to select the proposal which is deemed to be in the best interest of the City, at their sole discretion.

If any proposer shall have any questions or request clarification of the Request for Proposal specifications, the proposer may contact Todd McCoy, City of Grand Island, 100 E 1<sup>st</sup> Street, Grand Island, NE 68801 or 308-385-5444, ext. 290.

### **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 firms (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
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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 proposal. The City reserves the right to modify or cancel, in part or in its entirety, this RFP. The City reserves the right to reject any or all proposals, to waive defects or informalities, and to offer to contract with any firm in response to any RFP. This RFP does not constitute any form of offer to contract.

### **TITLE VI**

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

### **SECTION 504/ADA NOTICE TO THE PUBLIC**

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

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.