

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS
SPECIFICATION 07-257**

The City of Lincoln, Nebraska intends to contract for and invites you to submit a sealed proposal for professional engineering services related to the project listed and described below:

**CONSTRUCTION OBSERVATION SERVICES
Storm Water Project
'X' Street, from 19th to 26th
City Project 702201**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon, Wednesday, August 22, 2007** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Bids may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid. Prospective submitters must monitor the bid listing for any addendums.

Submitter should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division prior to the time and date specified above. Late proposals will not be considered.

INSTRUCTIONS TO PROPOSERS
CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

5. SPECIFICATION CLARIFICATION

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.

- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt, unless otherwise noted in RFP.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

6. ADDENDA

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Changes made to the specification documents will be made by written addenda to all known prospective bidders and posted on the City-County website at lincoln.ne.gov Keyword - Bid.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent and on the City's website.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

8. EVALUATION AND AWARD

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.

8.5 A committee will be assigned the task of reviewing the proposals received.

8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.

8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.

8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

9. INDEMNIFICATION

9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

10. LAWS

10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential

information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

11. AWARD

11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.

11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.

11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.

11.3.1 The committee may request documentation from

Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.

11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.

11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.

11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.

11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

12. LIVING WAGE

12.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

REQUEST FOR PROPOSALS

CONSTRUCTION OBSERVATION SERVICES

Storm Water Improvements, 'X' Street from 19th to 26th streets

1. PURPOSE AND INTENT

- 1.1 The City intends to retain a professional engineering firm or firm(s) to provide normal and customary construction observation and construction project management services during construction for the Storm Water improvements along 'X' Street from 19th to 26th streets.
- 1.2 It is the intent to select a firm based on qualifications, recommended project approach, and practical applications which best accomplishes the objectives of the project while incorporating innovative and cost effective methods.
- 1.3 The City will rely on the firm to remain on schedule for all services rendered so as to meet the construction schedule specified for this project.
- 1.4 The City reserves the right to contract for additional services on this project with another firm or utilize its own forces.

2. PROJECT DESCRIPTION

- 2.1 The firm selected will perform construction management and observation services for this project, which will consist of constructing storm water improvements along 'X' Street from approximately 19th to 26th streets.
 - 2.1.1 RCP pipe sizes vary from 15" to 54".
 - 2.1.2 The pipes will be laid parallel to the railroad track along the 'X' Street corridor and a portion of Lincoln Lumber's siding track will need to be removed and replaced.
 - 2.1.3 The project will also require minor reconstruction of 6" and 12" water mains as well as pavement patching and seeding.
 - 2.1.4 The firm selected will work with a designated City construction project manager, tentatively Warren Wondercheck.
- 2.2 The limits of the project are from the end section approximately 200 feet north of Antelope Creek southwest of the intersection of 19th & 'X' streets to the intersection of 26th & 'X' streets.
- 2.3 This project will require coordination with Watershed Management, Lincoln Water System, Engineering Services, adjacent owners, and utility companies with facilities and services along the project.
- 2.4 All easements have been acquired.
- 2.5 EA Engineering, Science and Technology designed the project.
- 2.6 The project is scheduled to be bid August 22, 2007.

3. AVAILABLE INFORMATION

- 3.1 The plan set and contractor contract documents are available for review at the City of Lincoln Engineers office located at 531 Westgate Blvd., Suite 100, Lincoln, Nebraska.

4. REQUIRED SERVICES

- 4.1 The Consultant selected shall provide normal and customary professional services for this project that may include but not be limited to:
 - 4.1.1 Pre-Construction/Construction Progress Meetings
 - 4.1.2 Construction Observation
 - 4.1.3 Documentation and Record Keeping
 - 4.1.4 Public involvement/coordination with public and adjacent owners during construction
 - 4.1.5 Coordination with utilities during construction
 - 4.1.6 Final Project Inspection
- 4.2 All the above shall be in conformance to/with City requirements.

- 4.3 Pre-construction and progress meetings will be held with representatives from the City of Lincoln and the contractor to discuss construction progress and details.
- 4.4 The Consultant shall provide construction observation to check for adherence to the contract documents and overall quality control.
 - 4.4.1 The Consultant shall measure all pay items by taking field measurements and verify pressure tests and chlorination results on the water main.
 - 4.4.2 Full-time observation will be provided during major operations such as pipe laying, paving, boring, utility work, railroad track work, etc. During minor operations, observation may consist of a brief site visit.
 - 4.4.3 The Consultant shall take daily observation notes and keep records of daily activities, including detailed quantities, testing results, and certifications.
- 4.5 The Consultant shall prepare monthly pay estimates using Aurigo Field Manager software.
- 4.6 The Consultant shall prepare a record set of as-constructed drawings for submittal to the City of Lincoln upon project completion.
 - 4.6.1 These drawings should be based on the Consultants measurements and quantities.
- 4.7 The Consultant shall perform final inspection of the construction of the improvements with the City's construction project manager.
 - 4.7.1 The Consultant shall prepare a punch list of items remaining to be complete by the contractor and it shall include items identified to be corrected by the City of Lincoln's operating divisions (Water, Storm Water and Street Maintenance).
- 4.8 The Consultant on-site representative must have passed the City's Site Supervisor test.
- 4.9 The Consultant must work with the Contractor's schedule, which may involve weekend work.
 - 4.9.1 Work may be suspended during the winter depending on weather conditions and the Contractor's schedule. The tentative project schedule assumes a winter suspension of work.
- 4.10 The Consultant shall identify a project manager who will be responsible for coordination of the above tasks and communicating with the City's project manager.

5. DELIVERABLES

- 5.1 The Consultant shall provide one set of as-constructed drawings to the City of Lincoln.
- 5.2 The Consultant shall provide a copy of all field correspondence and project documentation to the City of Lincoln.

6. TENTATIVE PROJECT SCHEDULE

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| 6.1 | Open RFP's: | August 22, 2007 |
| 6.2 | Review of RFP's (Shortlist) | August 24, 2007 |
| 6.3 | Notification of Interview | August 28, 2007 |
| 6.4 | Interviews | August 30, 2007 |
| 6.5 | Negotiate Scope of Work & Fee | September 4, 2007 |
| 6.6 | Negotiate Scope of Work & Fee | September 11, 2007 (if needed) |
| 6.7 | Contract Signed by Firm: | September 14, 2007 |
| 6.8 | Anticipated Notice to Proceed | September 24, 2007 |
| 6.9 | Anticipated Construction Start | September 24, 2007 |
| 6.10 | Project Completion: | June 2008 |

7. CITY'S RESPONSIBILITIES

- 7.1 Designate project representative and City project team to coordinate work activities of City project team, Consultant, and other affected parties.
- 7.2 Make all policy and budgetary decisions so as to allow timely completion of the work.
- 7.3 Supply pertinent existing drawings, records, and available information.

8. SPECIFIC PROJECT INTENTS AND SERVICES REQUIREMENTS

- 8.1 The observation for the project shall be in conformance with design standards and regulations imposed by federal, state and local agencies.

9. PROPOSAL CONTENTS

- 9.1 Describe and outline the Firm's Approach to performing the work required by this project.
- 9.2 Delineate the Project Team and Organization.
- 9.2.1 Include names of key individuals, including project managers and observers, to be assigned to, and work directly on, the project.
- 9.2.2 Describe specific areas and limits of responsibilities for each of the team members and proposed sub-consultants, if any, to be utilized.
- 9.2.3 Include a project team organizational chart showing lines of responsibility and extent of involvement for sub-consultants.
- 9.2.4 Include resumes for project team members, key individuals, and sub-consultants.
- 9.3 Describe the Ability of the Firm to Meet the Intent of Required Services outlined in this RFP, including:
- 9.3.1 Time availability of team members to meet the tentative project schedule.
- 9.3.2 A statement of general qualifications and background experience of the firm and project team members, including sub-consultants in this type of project and work.
- 9.3.3 Listing of types of anticipated assistance that may be required from the City project team or other City agencies.
- 9.3.4 List four contacts of former clients (to include contact person, title, and telephone number) for which your firm was engaged within the past five (5) years to perform projects of similar size, capacity and dollar amount.

10. PROPOSAL FORMAT

- 10.1 Proposals shall be plain white paper, black ink, 3 (maximum) single sided pages, stapled in the upper left corner.
- 10.1.1 This does not include cover letter and resumes.
- 10.2 The following is a list of attachments which are not part of the three (3) page limit.
- 10.2.1 A summary description of the firm's history, structure, size and philosophy. (1-2 pages)
- 10.2.2 A summary resume/dossier of the key staff to be assigned to the project.
- 10.2.3 A list of similar projects the firm has completed and the names, telephone numbers of the contract administrator/s.

11. PROPOSAL EVALUATION CRITERIA

- 11.1 Qualifications and expertise of the key personnel to be assigned to this project.
- 11.2 Relevance and suitability of the project approach and schedule to meet the needs of the City.
- 11.3 Understanding of the requirements of this project.
- 11.4 Background experience of the firm and the project team as it directly relates to this project.
- 11.5 Record of past performance on similar projects.
- 11.6 Comments and opinions provided by references.
- 11.7 Quality and cost control procedures to be used on this project.
- 11.7.1 Identify personnel responsible for these controls.
- 11.8 Resources of the firm to conduct and complete this project in a satisfactory manner.
- 11.8.1 Factors to be considered include:
- 11.8.1.1 current work load (including current work with the City),
- 11.8.1.2 proposed schedule for completion, and
- 11.8.1.3 ability and willingness to commit the key personnel.
- 11.9 Clarity, conciseness, and organization of proposal.

NOTE: Proposals will be reviewed, evaluated and ranked (e.g.: 1, 2, 3) in accordance with the City's selection process and procedure.

12. SUBMITTAL PROCEDURES

12.1 Submit five (5) copies of your proposal to the office of the Purchasing Agent, located at Suite 200, K Street Complex, 440 South 8th Street, Lincoln, Nebraska 68508 **no later than the date stated in the Notice for Request for Proposals.**

13. CONTACTS

- 13.1 Contact regarding the development of a proposal shall be made in writing only to Vince Mejer in the Purchasing Office.
- 13.2 Any follow-up conversations with City staff will be directed by Vince Mejer.
- 13.3 Any addenda answering questions or providing clarifications will be sent out by the Purchasing Department and be available on the City of Lincoln's website at Lincoln.ne.gov
Keyword: bids
- 13.4 Verbal responses and/or representations shall not be binding to the City.

14. ESTIMATED FEES

- 14.1 The City will rank the proposals based on the criteria outlined in the RFP and short-list Consultants based on proposals and award based on interviews.
- 14.2 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.
- 14.3 The method of payment for this project will be cost plus fixed fee plus reimbursement of actual expenses with an agreed maximum amount.

15. INSURANCE

- 15.1 The successful firm shall obtain all insurance required and approved by the City Attorney for the City of Lincoln.
 - 15.1.1 Standard Certificate of Insurance requirements can be found on the City website at <http://www.lincoln.ne.gov/city/finance/purch/index.htm>
- 15.2 All certificates of insurance shall be filed with the City of Lincoln on the standard Accord Certificate Of Insurance form showing the specific limits of insurance coverage required in Sections A,B,C,D, and showing the City of Lincoln as named additional insured.
 - 15.2.1 Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.