



City of Grand Island

Tuesday, July 28, 2009

Council Session

Item G18

**#2009-187 -Approval of Engineering Services for the Veterans
Home Complex**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: July 28, 2009

Subject: Approval of Engineering Services for the Veterans Home Complex

Item #'s: G-18

Presenter(s): Steve Paustian, Parks and Recreation Director

Background

At the direction of the State Fair Board, Olsson Associates was instructed to provide up to \$20,000.00 worth of engineering services for the Athletic Complex. Olsson Associates developed the master plan and some preliminary engineering for the Veterans Athletic Complex under their agreement with the State Fair.

The Parks and Recreation Department has solicited proposals for final engineering design services for the Veterans Home Athletic Complex. Two proposals were received.

Discussion

The two proposals received met all of the requirements as they related to the proposal request. Olsson Associates of Grand Island submitted a proposal in the amount of \$29,800.00. JEO Engineering also of Grand Island submitted a proposal for \$30,500.00.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

Because of their involvement with the development of the Veterans Athletic Complex Master Plan and because of the lower fee, City Administration recommends that Council award an engineering contract to Olsson Associates for engineering services related to the development of the Veterans Athletic Complex in the amount of \$29,800.00.

Sample Motion

Motion to approve the contract to Olsson Associates for engineering services for the development of the Veterans Athletic Complex.



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ENGINEERING SERVICES FOR
PHASE ONE – SPORTS COMPLEX**

RFP DUE DATE: July 21, 2009 at 4:00 p.m.

DEPARTMENT: Parks & Recreation

PUBLICATION DATE: July 2, 2009

NO. POTENTIAL BIDDERS: 7

SUMMARY OF PROPOSALS RECEIVED

Olsson Associates
Grand Island

JEO
Grand Island

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2009, by and between **Olsson Associates.**, hereinafter called the Contractor, and the **City of Grand Island, Nebraska**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement of a **Request for Proposals for Engineering Services for Phase 1 – Sports Complex 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 the aforesaid Contractor submitted the best proposal based on the evaluation criteria listed in the Request for Proposals, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the **Engineering Services Proposal Form** submitted by the Contractor, a copy thereof being attached to and made a part of this contract;

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

ARTICLE I. That the Contractor 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 contract documents as listed in the attached **Request for Proposals for Engineering Services for Phase 1 – Sports Complex for the City of Grand Island** and in the attached **Description of Basic Professional Services and Related Matters** as submitted by the Contractor; said documents forming the contract 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 contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's proposal;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **Twenty nine thousand eight hundred dollars and 00/100 (\$29,800.00)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications. 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 III. The contractor 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 contractor 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 contractor. 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 contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor'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 **Engineering Services for Phase 1 – Sports Complex for the City of Grand Island, Nebraska.**

CONTRACT AGREEMENT (Continued)

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed.

ARTICLE V. The Contractor 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 Contractor 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 contractor and all subcontractors 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 Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. 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.

ARTICLE VI. 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 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.

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

Contractor : **Olsson Associates**

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____

Mayor

Date _____

Attest: _____

City Clerk

The contract and bond are in due form according to law and are hereby approved.

Attorney for the City

Date _____

EXHIBIT "A" to GENERAL PROVISIONS ATTACHED TO
LETTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND OLSSON, DATED July 21, 2009

DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of the General Provisions attached to the Proposed Letter Agreement for Professional Services dated July 21, 2009 between the City of Grand Island Parks and Recreation Department (CLIENT) and Olsson Associates (OLSSON) providing for professional services. The Basic Services of OLSSON are as indicated below.

GENERAL

OLSSON shall perform for CLIENT professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as CLIENT's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

PROJECT

The development of the Grand Island Sports Complex, for relocating the existing Fonner Park Softball Fields and Soccer fields to a new location south of Eagle Scout Lake, providing needed athletic fields in the community. Phase One of the new Sports Complex is as follows:

Task I. PHASE ONE DESIGN PHASE

- Provide overall grading and drainage design for the nearly 80 acre complex. Detailed grading and drainage construction drawings shall be prepared for Phase 1 indentifying cut/fill quantities and erosion control for SWPPP.
- Provide design and construction documents for water main to be extended to the property and a distribution system for Phase 1 domestic and irrigation needs for approval by City Utilities.
- Provide design and construction documents for sanitary system for restroom and required plumbing for Phase 1 that would be extended to future phases for approval by City Public Works and Nebraska DEQ.
- Provide design and construction documents for paving of the parking lot, entrance drives, and sidewalks necessary for Phase 1 including spot elevations, plan and profile, and details for construction.
- Coordination with Grand Island City staff in plan development for the irrigation, fencing, power for the site, lighting, and playground.
- Provide construction estimates with approximate quantities and value engineering alternatives to help keep Phase 1 under budget.
- Coordinate with Grand Island Parks and Recreation staff to locate buildings and necessary services for the complex.
- Provide review sets of construction documents and obtain approval of City and State review for City bid process.
- Provide required assistance to City Staff during bidding and construction.

Assumptions:

- Irrigation design and supply will be supplied by the City
- Lighting design will be completed by the City
- Restroom/concession stands design and building footprint will be completed by the City
- Fencing will be completed by the City
- Electrical Power design will be completed by the City
- Construction Engineering fees will be negotiated after the design is completed.

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RESOLUTION 2009 - 187

WHEREAS, the City of Grand Island is in the process of developing a new athletic complex; and

WHEREAS, such project will require an engineering consultant to prepare plans and specifications for the construction of the athletic complex; and

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) for engineering services for such project; and

WHEREAS, two proposals were received and the proposal from Olsson Associates ranked the highest; and

WHEREAS, Olsson Associates of Grand Island, Nebraska, submitted a proposal for such project in accordance with the Request for Proposals in the amount of \$29,800.00; and

WHEREAS, a Consultant Agreement with Olsson Associates to perform engineering work for such project has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Consultant Agreement with Olsson Associates of Grand Island and Lincoln, Nebraska for engineering consulting work for the design of an athletic complex is hereby approved at a cost of \$29,800.00.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island

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Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 24, 2009	☐ City Attorney