

Request for Proposals

For

Trail Design Engineering and Construction Document Services

Cowboy Trail Connection

Chadron, Nebraska

May 1, 2020

Request for Proposals for Engineering Services for the “Cowboy Trail Connection Trail”

1.0 PURPOSE

The Northwest Nebraska Trails Association (NNTA) is requesting the submission of proposals from consulting Civil Engineering and Landscape Architecture firms to provide professional design engineering services for the development of the Cowboy Trail Connection located between Mile Marker 400 of Nebraska Game and Parks’ Cowboy Recreation and Nature Trail and downtown Chadron (details in Appendix A). One firm will be selected to provide design engineering services for the project.

2.0 PROJECT DESCRIPTION

The Cowboy Trail Connection is a non-motorized, multi-use trail project approximately 6.4 miles in length that connects the existing Cowboy Trail to Chadron City Limits. The trail will be a rail-with-trail to be completed in the right-of-way of the existing Nebraska Northwestern Railroad. The Nebraska Northwestern Railroad has granted an easement and memorandum of understanding to the City of Chadron and the NNTA to design, construct, and maintain the trail connection. The non-motorized trail shall be a non-paved surface and have one start and end point. Funding for the construction of this project has yet to be determined. The NNTA has secured two grants totaling \$30,000 to be used for the engineering study.

Note: The NNTA reserves the right to award contract on any, all or none of the projects for which firms are selected under this Request For Proposals (RFP). The NNTA further reserves the right to reduce the scope of work of a consultant and re-assign projects to other selected consultants and to terminate the professional services contract of selected consultants based on consultant non-performance (i.e. schedule, responsiveness, quality of design, accuracy of documents, etc.) and on the consulting firm’s workload and availability of the staff included in the design team and as described in the firm’s submittal or proposal. The NNTA reserves the right to remove any or all work described above in this RFP and issue a new RFP for any portion of the work. The NNTA reserves the right to use any of the firms selected for any of the above work. Assignment of projects to selected consultant shall be contingent on availability of funds.

3.0 SCOPE OF SERVICES

Consultants shall provide complete design engineering services. Work will include, but not be limited to, trail design engineering and construction cost estimates. Consultants will work with the NNTA throughout all phases of project development.

Deliverables:

A. 50% Construction Document plan set

Submit two (2) sets of full size and half size plan sets at 50% contract documents to NNTA for review. The plan sets will be presented to the NNTA board for review.

Consultant will attend designated meetings and incorporate feedback as necessary into the final plan set.

B. Draft Final (90%) and Final Construction Document plan set

Submit two (2) sets of full size and half size plan sets at Draft Final and 100% completion of the contract documents to NNTA for review.

C. Opinion of Probable Construction Cost (OPCC)

D. Bid-Phase

Preparation of bid advertisement, attend pre-bid meeting, review of all bids in consultation with NNTA, and determination if low bidder is properly licensed to perform the work (if consultant will be conducting construction administration).

E. Additional Services

- a. Pedestrian bridge design
- b. Coordination with Nebraska Northwestern Railroad and neighboring property owners
- c. Meetings and workshops beyond those described above
- d. Landscape improvements
- e. Acquiring any necessary permits

4.0 SELECTION PROCESS/ SCHEDULE

The selection process and schedule will be as follows:

4.1 Advertisement: An advertisement for RFP will be published at the NNTA website: www.nwnebraskatrails.com

Also, a copy of the RFP and any addendum may be obtained by writing or sending an e-mail to Brittany Helmbrecht, NNTA chair, at nwnebraskatrails@gmail.com or bhelmbrecht@csc.edu.

All questions regarding this project should be directed to Brittany Helmbrecht, NNTA chair, in writing or by email.

4.2 Notification of Interest, and Inquiries/Questions

- 4.2.1 Notification of Interest/Addenda – upon receipt of this RFP Consultants interested in submitting qualifications must immediately notify Brittany Helmbrecht by mail or email in order to place the firm’s name, address and contact information (including email address) on a Notification of Interest list for distribution of possible addenda to this RFP.
- 4.2.2 Inquiries/Questions and Deadline – All inquiries/questions regarding this RFP must be directed to Brittany Helmbrecht by mail or email and must reach the office by July 15, 2020 in order to be considered for a response. Any changes or additions to the RFP information will be emailed to each Consultant who has submitted a “Notification of Interest.” Any other

contact in reference to this RFP prior to the time an award decision has been made will result in disqualification of the firm.

4.3 Proposal Submittal: Written submittals must be received by NNTA no later than 12:00PM on July 15, 2020. Submittals received after this deadline may not be considered.

4.3.1 Submittal Material: Consultants interested in providing services as described in this RFP shall submit two (2) originals of the submittal in a sealed envelope labeled on the outside “Cowboy Trail Connection” along with the firm name. Send the submittals to:

Drew Pope
c/o NNTA
201 E 3rd St.
Chadron, NE 69337

4.4 Selection: One firm will be selected with a second firm being selected as an alternate. The alternate shall be used only in the event that negotiation with the first firm is unsuccessful. Firms will be notified after selection is made.

4.5 Board Approval: The NNTA board will approve the final selection based on recommendations.

4.6 Contract Agreements: A contract agreement with the selected firm will be negotiated and executed at the time the project is started.

5.0 SELECTION CRITERIA

The selection of a firm will be based on the qualification information exhibited in both written and graphic format in the Consultant’s Submittal and reference checks. The NNTA may require interviews and reserves the right to interview or not interview firms as it determines to be necessary. Consultant firms will be evaluated on the following criteria:

5.1 Project Team: The make-up/description of the firm’s project team. The preferred team will have trail design and construction experience. A local presence is also an important consideration. Provide a description of the qualifications and experience of the specific individuals that will be involved in the work described in this RFP. Identify their experience with similar type projects. Include registration numbers of landscape architects and engineers.

5.2 Design, Ability, Design Excellence, and Similar Project Experience: While construction funding hasn’t been determined, firms must have experience in providing full design and construction engineering services for state-funded projects and their required design specifications.

5.3 Construction Cost Control and Scheduling: Consultants shall demonstrate their ability to prepare construction documents based on the construction budget set forth by the owner at the beginning of the projects. The trail will be designed and constructed so that future maintenance costs are minimized. Consultants are required to demonstrate understanding of design criteria and construction techniques that might address these concerns. Describe your firm’s approach/method for cost control and keeping design and construction projects on schedule. Briefly explain how costs might be controlled during design and construction. Describe how the design will reflect the need to reduce future maintenance costs.

5.4 Fee for Services

6.0 SUBMITTAL DOCUMENT REQUIREMENTS

Prospective consultants should submit two (2) copies of their proposals. Each submittal should follow the requested format.

6.1 Firm Information and Project Team: Briefly provide firm information including a description of the project team, listing key individuals involved and the role they will perform. Indicate how the work described in this RFP will fit into the total workload of the firm and provide hourly rates for all team members. List license and/or certification of each individual. List any sub-consultants intended to be used and the qualifications, expertise, licensing, and/or certification.

6.2 Similar project experience: List projects completed during the last five (5) years that demonstrate experience with projects of similar character and scope. Briefly describe each project, including function, size and scope, and current status. For each project, list the key individuals who were responsible for the work.

6.3 Construction cost control and scheduling: Consultants should demonstrate their ability to prepare design documents based on the construction budget set forth at the beginning of the project. Describe your firm’s approach/method for cost control and keeping design and construction projects on schedule. Briefly explain how costs might be controlled during design and construction. Describe how the design will reduce future maintenance costs.

6.4 Experience with State/Federal Funding: It is preferred the selected firm have experience in full-service design of state and/or federally-funded projects. Submit a list of the most recent projects in the last five (5) years and provide a client contact for each project.

6.5 Line Item Costs – Provide line item amounts:

Geotechnical Services \$ _____

Topographic Surveying and Mapping Services \$ _____

Public Input and Coordination	\$ _____
Design Development Phase Services	\$ _____
Construction Document Phase Services	\$ _____
Bidding and Award Phase Services	\$ _____
Total Not to Exceed Design Services Costs	\$ _____

6.6 **Timeline:** Provide an estimated timeline for design and construction phases.

7.0 GENERAL PROVISIONS

7.1 **Submittal Ownership/Costs:** Upon submission, all information becomes the property of the NNTA which has the right to use any or all ideas presented in any submission in response to this RFP, whether the submittal results in a contract with the submitting consultant. All costs for development of the written submittal and oral presentation are entirely the obligation of the Consultant and shall not be remunerated in any manner by the NNTA.

7.2 **Non-Warranty of Request for Qualifications:** Due care and diligence has been used in preparing this RFP. However, the NNTA shall not be responsible for any error of omission in this RFP, nor for the failure on the part of the Consultants to ensure they have all information necessary to affect their submittals.

7.3 **Request for Clarification:** The NNTA reserves the right to request clarification of information submitted and to request additional information of one or more Consultants, either orally or in writing.

7.4 **Acceptance/Rejection of Submittals:** The NNTA reserves the right to accept or reject any or all submittals in whole or in part, with or without cause, to waive technicalities, or to accept submittals or portions thereof which, in the NNTA's judgement, best serve the interest of the community.

The NNTA reserves the right to allow alterations, modifications, or revisions to individual elements of the Scope of Services any time during the period of contract which results from this RFP.

7.5 **Collusion:** The Consultant, by submitting a proposal, declares that the submission is made without any previous understanding, agreement, or connections with any persons, Consultants, or corporations making a competing submission on the same project, and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

- 7.6 Consideration of Proposals:** Proposals will be considered by firms/consultants normally engaged in providing and performing services as specified in this RFP. The firm must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to this project.
- 7.7 Americans with Disabilities Act (ADA) Compliance:** The NNTA will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of a disabilities. The NNTA will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. If any accommodations are necessary, participants are encouraged to notify the NNTA.
- 7.8 Minority/Women/Small Business Enterprise:** The NNTA does not discriminate against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran's status.
- 7.9 Insurance and Indemnity Requirements:** The Consultant shall indemnify, defend, and hold harmless the NNTA, its officers, members, and volunteers from and against all claims, losses, costs, damages, expense, and liability for bodily injury, sickness, disease, or death, or injury to or destruction of property, real or personal, arising from any work including for all negligent or intentional acts, errors, or omissions of the Consultant, or any subcontractor, supplier, employee, agent, etc. in the performance of professional services provided to the NNTA.

End of Request for Proposals

APPENDIX A

AGREEMENT AND GRANT OF TRAIL EASEMENT

THIS EASEMENT is made and entered into this _____ day of, 2020, FOR A VALUABLE CONSIDERATION, a receipt of which is hereby acknowledged, the NEBRASKA NORTHWESTERN RAILROAD, INC., a Nebraska Corporation, and NEBKOTA RAILWAY, INC., a wholly owned subsidiary of NEBRASKA NORTHWESTERN RAILROAD, INC., a Nebraska Corporation, hereinafter referred to as “Grantor” (whether one or more) hereby grants to the CITY OF CHADRON, a Nebraska Municipal Corporation, hereinafter referred to as “Grantee” (whether one or more), an easement across, over and through that certain real property located in the County of Dawes, State of Nebraska described in Exhibit “A”, attached hereto and by this reference incorporated herein (hereinafter the “Property”), for the purposes of constructing, maintaining and operating a public pedestrian and bicycling trail.

TO HAVE AND TO HOLD the Property from the date hereof, provided that the Grantee complies with, keeps and carries out the following stipulations and conditions which run with and are attached to all rights and interests herein and hereby granted.

CONDITIONS:

1. That said Easement shall be limited to the southernmost 20 feet of Grantor’s Right of Way.
2. That said Easement shall be used for no other purposes than constructing, maintaining and operating a public pedestrian and bicycling trail for the specific activities of walking, jogging, running, bicycling and like activities, but specifically excluding all motorized vehicles except the following:
 - a. The operation of motorized vehicles by handicapped persons so long as such operation is not inconsistent with the purpose of the trail;
 - b. The operation of motor vehicles by Grantee for maintenance, management, police and emergency purposes; and
 - c. The operation of low-speed electric assist bikes, limited to electrical assistance up to 20 mph, as defined in 15 U.S.C. Section 2085 as adopted and amended so long as such operation is not inconsistent with the purpose of the trail.
3. That if the Property, or any portion thereof, shall cease to be used for the purposes above stated, then and in that event the Easement hereby given shall, as to such portion or portions cease and terminate, and Grantor, its successors and assigns, may re-enter thereon and resume possession thereof the same as though this Easement had not been executed.
4. That Grantor, and its successors and assigns, reserve the right to use the land for any purpose not inconsistent with the granting of this Easement.
5. That the Grantee, at its expense will:

At all times indemnify and hold harmless Grantor against all claims, demands, actions or causes of action arising or growing out of any loss of or damage to property or injury to or death of persons which may be due in any manner to the construction, use, state of repair,

maintenance or presence of said bike path on Grantor's property and to pay Grantor the full amount of any loss or damage which Grantor may sustain, incur or become liable for on account thereof

Each of the foregoing conditions shall also be deemed to be covenants which Grantee by its acceptance hereof agrees to perform, and shall be binding upon and shall inure to the benefit of the parties hereto.

This instrument and all of the rights and privileges of the Grantee given hereunder are subject to all taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions obligations and liabilities, whether or not of record, or any state of facts an accurate survey or physical inspection of Property would show and is given without covenant of warranty of any kind, and none shall be implied from the use of words herein.

EXHIBIT "A"

Lands comprising the Nebkota Railway, Inc. railroad, as now constructed and operated, previously owned by the Chicago and North Western Railway Company, commencing at a point that is distant 3,819.9 feet Westerly from the East line of Section 15, Township 33 North, Range 48 West 6th P.M., Dawes County, Nebraska; thence running in an easterly direction through S1/2 of Section 15, SW1/4 of Section 14, N1/2 of Section 23, NW1/4 and E1/2 of Section 24, Township 33 North, Range 48 West 6th P.M.; and continuing easterly through Section 19, SW1/4 of Section 20, and NW1/4 of Section 29 to a point that is distant 3,398 feet westerly from the East line of Section 29, Township 33 North, Range 47 West 6th P.M., Dawes County, Nebraska. 4

MEMORANDUM OF UNDERSTANDING FOR THE TRAIL EASEMENT FOR THE
COWBOY TRAIL CONNECTION BETWEEN THE NORTHWEST NEBRASKA TRAILS
ASSOCIATION, INC. AND THE CITY OF CHADRON, A NEBRASKA MUNICIPAL
CORPORATION

This Memorandum of Understanding (MOU) is an agreement between the City of Chadron, a Nebraska Municipal Corporation (hereinafter “City of Chadron”), and the Northwest Nebraska Trails Association, Inc. (hereinafter “NNTA”).

I. **Purpose.** The purpose of this MOU is to set forth the understanding and mutual agreement of the Parties regarding the relationship between them for activities that affect or involve the Trail Easement for the Cowboy Trail Connection. Through this signed agreement the City of Chadron confirms, and the NNTA acknowledges, the NNTA’s authority and responsibility for the management of the Trail Easement for the Cowboy Trail Connection. This MOU formalizes the Parties’ respective responsibilities for the management of the Trail for that section, as described below.

II. **Background.** The Cowboy Nature and Recreation Trail is a 321-mile long pedestrian and cycle trail created on the former Chicago and Northwestern Railroad right-of-way with end points in Norfolk, Nebraska and at Mile Marker 400, approximately five miles east of Chadron Nebraska. In order to provide convenient access to that trail from downtown Chadron, the Northwest Nebraska Trails Association intends to create a 20’ wide pedestrian and bicycle trail along the southern edge of the Nebraska Northwestern Railroad Inc. (NNR) right-of-way from Chadron to Mile Marker 400, under an easement agreement between NNR and the City of Chadron. Creating this Cowboy Trail Connection will significantly enhance access to the Cowboy Trail, and create benefits for residents of the City of Chadron, including increased opportunity for outdoor recreation activities such as hiking, running and cycling, as well as increasing the variety of recreational activities for tourists and other visitors.

III. **City of Chadron Responsibilities.** The City of Chadron accepts that the Cowboy Trail Connection will be open for use from sunrise to sunset 365 days a year, at no charge, however special events permits may be issued by NNTA for proposed activities that may interfere with normal use of the trail for limited periods of time, upon approval of NNTA, and such events may include appropriate participation fees or charges as mutually agreed upon and remitted to NNTA. Any construction activities that NNTA may undertake on the Cowboy Trail Connection will be

subject to applicable City of Chadron permits, and approval of such permits shall not be unduly delayed. The City of Chadron and NNTA shall cooperate on obtaining grants for construction, operation and maintenance of the Cowboy Trail Connection.

IV. NNTA Responsibilities. NNTA accepts all day-to-day responsibility for operations, construction, management and maintenance of the City of Chadron's Trail Easement for the Cowboy Trail Connection. Maintenance shall include mowing of berms, weed control, managing trail surface, litter removal, maintenance of signage, repair of vandalism, and related items, however snow removal and plowing shall not be required. Trail maintenance standards will be consistent with Nebraska Game and Parks Commission standards for the Cowboy Nature and Recreation Trail. NNTA responsibilities for maintenance on the Easement for the Cowboy Trail Connection shall not begin until the Cowboy Trail Connection has been substantially completed. Until that time, NNR shall be responsible for all maintenance on the Easement.

V. Term and Termination. This MOU is effective upon execution by representatives of both of the Parties. This MOU shall remain effective until 90 days after either Party provides written notification to the other Party of its desire to terminate this MOU. The Parties agree to review this MOU periodically as needed, but not later than four years after its effective date, to determine if the MOU needs revision. If both parties mutually agree that the MOU needs to be revised, the Parties agree to expeditiously review and replace this MOU.