

7/28/2017

Oldham County Fiscal Court

**Request for Qualifications
Professional Services
Preliminary Study for New Interchanges on I-71**

The purpose of this project is a preliminary study for new north and south bound interchanges at mile marker 20 of I-71 in the vicinity of the Louis Dampier Bridge.

7/28/2017

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SECTION I.

INVITATION AND INSTRUCTION TO INTERESTED DESIGN ENGINEERING CONSULTING FIRMS

Oldham County Fiscal Court is now accepting Statements of Qualifications (SOQ) for consulting services related to the Preliminary Study for New Interchanges at mile marker 20 of I-71.

A SOQ submitted for evaluation by interested firms shall be evaluated according to the following criteria: a) Qualifications; b) Ability of professional personnel; c) Familiarity with the project; d) Past record of performance; e) Workload. Bids for the cost of the proposed PROJECT shall not be a factor in the evaluation of firms until negotiations are begun in accordance with KRS 45A.750.

Sealed SOQs will be received at the office of **Melissa Horn, Oldham County Treasurer** at the address immediately below until **12:00 p.m. (noon) on Friday, August 11, 2017.**

**Melissa Horn, Treasurer
Oldham County Fiscal Court
100 West Jefferson Street, Suite 4
LaGrange, KY 40031**

SOQs received after the 12:00 p.m. (noon) deadline on Friday, August 11, 2017 will be unopened.

Respondents should submit **eight (8) bound copies**.

Consultant Questions and Inquiries: Interested firms questions and inquiries on the specifications of this Request for Qualifications (RFQ) shall be directed to:

**Jim Urban, Director
Oldham County Planning & Development Services
100 W. Jefferson Street, Suite 3
LaGrange, KY 40031
(502) 222-1476
jurban@oldhamcountky.gov**

Any information provided is not official unless reduced to writing by the **Oldham County Fiscal Court or its representative**. Any unauthorized contact with any other Oldham County Fiscal Court official, employee or selection committee member in connection with this RFQ is prohibited and shall be cause for disqualification of the Consultant.

Information from all inquiries will be posted on the Oldham County Fiscal Court website along with the full RFQ at www.oldhamcountky.gov

Careful attention must be paid to all requested items contained in this RFQ. Interested firms are invited to submit SOQs in accordance with the requirements of this RFQ. Please read the

entire package before responding. Interested firms shall make the necessary entry in all blanks provided for the responses.

The entire set of documents constitutes the RFQ. **The consultant must respond in total and in the same numerical order in which the RFQ was issued. (See Section 4.3)** Consultant's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed. All notes, exceptions, and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the SOQ. All SOQs shall be returned in a sealed envelope with the project name stated on the outside of the envelope.

By submitting a SOQ, the consultant acknowledges and agrees to be bound by the terms and conditions of the solicitation. This RFQ document including all terms, conditions and specifications contained herein shall become the basis of contract upon award by **Oldham County Fiscal Court**. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the **Oldham County Fiscal Court or its representative**.

SECTION II

GENERAL PROVISIONS

2.1 Each SOQ shall comply with all Federal, State & Local regulations concerning engineering design services.

The Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et.seq.*, as amended, and KRS Chapter 338. The Consultant also agrees to notify the **Oldham County Fiscal Court** in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Submitting firm agrees to indemnify, defend and hold the **Oldham County Fiscal Court** harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2.2 Failure to submit ALL forms and information as required in this RFQ may be grounds for disqualification.

2.3 Liability: **Oldham County Fiscal Court** is not responsible for any cost incurred in the preparation of SOQs.

2.4 Bribery Clause: By his/her signature on the bid, the Consultant certifies that no employee of his/hers, any affiliate or Subconsultant, has bribed or attempted to bribe an officer or employee of the **Oldham County Fiscal Court**.

2.5 Ambiguity, Conflict or other Errors in the RFQ: If a Consultant discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, they shall immediately notify **Jim Urban at Oldham County Planning & Development Services**, of such error in writing and request modification or clarification of the document.

2.6 Cancellation: If the services to be performed hereunder by the consultant are not performed in an acceptable manner to the **Oldham County Fiscal Court**, the **Oldham County Fiscal Court** may cancel this contract for cause by providing written notice to the consultant, giving at least thirty (30) days' notice of the proposed cancellation and the reasons for same. During that time period, the consultant may seek to bring the performance of services hereunder to a level that is acceptable to the **Oldham County Fiscal Court**, and the **Oldham County Fiscal Court** may rescind the cancellation if such action is in **Oldham County Fiscal Court's** best interest.

A. Termination for Cause

- (1) **Oldham County Fiscal Court** may terminate a contract because of the consultant's failure to perform its contractual duties.
- (2) If a consultant is determined to be in default, **Oldham County Fiscal Court** shall notify the consultant of the determination in writing, and may include a specified

date by which the consultant shall cure the identified deficiencies. **Oldham County Fiscal Court** may proceed with termination if the consultant fails to cure the deficiencies within the specified time.

- (3) A default in performance by a consultant for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) The filing of a bankruptcy petition by or against the consultant; or
 - (d) Actions that endanger the health, safety or welfare of **Oldham County Fiscal Court** or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the **Oldham County Fiscal Court** may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the **Oldham County Fiscal Court** provided those goods or services were provided in a manner acceptable to the **Oldham County Fiscal Court**. Payment for those goods and services shall not be unreasonably withheld.

- 2.7 Assignment of Contract: The Consultant shall not assign or subcontract any portion of the Contract without the express written consent of **Oldham County Fiscal Court**. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that **Oldham County Fiscal Court** shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of **Oldham County Fiscal Court**.
- 2.8 No Waiver: No failure or delay by **Oldham County Fiscal Court** in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of **Oldham County Fiscal Court** hereunder or shall operate as a waiver thereof.
- 2.9 Authority to do Business: The consultant must be a duly organized and authorized to do business under the laws of Kentucky. Consultant must be in good standing and have full legal capacity to provide the services specified under this contract. The consultant must have all necessary right and lawful authority to enter into this contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the consultant to enter into this contract. The consultant will provide **Oldham County Fiscal Court** with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the consultant is authorized to do business in the State of Kentucky if requested. All SOQs must be signed by a duly authorized officer, agent or employee of the consultant.

- 2.10 Governing Law: This contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.11 Ability to Meet Obligations: Consultant affirmatively states that there are no actions, suits or proceedings of any kind pending against consultant or, to the knowledge of the consultant, threatened against consultant before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of consultant to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

1. KRS 45A.485 requires **Oldham County Fiscal Court** to certify that all contractors shall reveal to the Kentucky Transportation Cabinet Department of Highways, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341 and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

Oldham County Fiscal Court shall certify that all contractors agree to be in continuous compliance with the provisions of those statutes which apply to the contractor's operations. Failure to review a final determination or failure to comply with the above statutes for the duration of the contract shall be grounds for **Oldham County Fiscal Court's** cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

2. **Oldham County Fiscal Court** hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KYRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid/selection process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884

STATEMENT OF QUALIFICATION

By signing below you are agreeing to all Oldham County Fiscal Court Terms & Conditions that are a part of this Request for Qualifications.

Include this page in your response to this RFQ

Firm: _____

By: _____

Title: _____

E-Mail Address: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

Federal ID Number: _____

Consultant's DUNS Number: _____

If you do not have a DUNS number, contact Dun & Bradstreet at (866) 705-5711 or go to <http://fedgov.dnb.com/webform/displayHomePage.do>.

Consultant must be registered as a vendor in the federal Central Consultant Registration (CCR).

The online registration is at www.ccr.gov. Is the consultant registered in CCR?

Yes No

Non-collusion Statement: By my signature below, I, individually and as an agent for the consultant responding to this Request for Qualifications, certify that neither I, nor the business entity for which I am an agent, nor any other agent for that business entity, have entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with this submitted bid. I understand that failure to submit this statement as part of the bidding documents shall make this bid nonresponsive and therefore not eligible for award consideration.

Consultant Signature

Date

Please include a copy of your W-9 with your submitted proposal.

You cannot be awarded a contract until this is submitted.

I acknowledge receipt of the following Addendum:

Addendum #1: _____

Addendum #2: _____

Addendum #3: _____

Any Additional Addendum (list all numbers): _____

Consultant Signature (all items above have been read and completed)

SECTION III.

HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS

3.1 Hold Harmless and Indemnification Clause

Consultant agrees to indemnify, hold harmless, and defend the Oldham County Fiscal Court its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subconsultants if any) negligent acts, errors or omissions in the performance of service of this Contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, and (2) not caused by the negligent act or omission or willful misconduct of the Oldham County Fiscal Court or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

3.2 Insurance Requirements

Prior to commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the **Oldham County Fiscal Court** Planning and Development Services, (who may request review by **Oldham County Fiscal Court** Department of Finance). The Consultant shall not allow any subconsultant to commence work until the insurance required of such subconsultant has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subconsultants, if subcontracting is authorized, to procure and maintain these same policies. The **Oldham County Fiscal Court** may require Consultant to supply proof of subconsultant's insurance via Certificates of Insurance, or at **Oldham County Fiscal Court's** option, actual copies of policies.

- A. The following clause shall be added to the Consultant's (and approved subconsultants) Comprehensive General Liability Policies:
 - 1. "The **Oldham County Fiscal Court**, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."
- B. The insurance to be procured and maintained and the **minimum** Limits of Liability shall be as follows, unless different Limits are specified by addendum to the Contract:

1. COMMERCIAL GENERAL LIABILITY, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage
 - b. Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Consultants Protective Liability
 - f. Personal Injury

2. AUTOMOBILE LIABILITY insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.

3. WORKERS' COMPENSATION insuring the employers' obligations under Kentucky Revised Statutes Chapter 342.EMPLOYERS' LIABILITY with a **\$100,000** Limit of Liability for Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee

4. PROFESSIONAL LIABILITY (Errors and Omissions Liability) insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

3.3 Acceptability of Insurers

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the **Oldham County Fiscal Court's** Finance Department.

3.4 Miscellaneous

- A. The Consultant shall procure and maintain insurance policies as described herein and for which the **Oldham County Fiscal Court** Department of Planning & Development Services shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the **Oldham County Fiscal Court** having been provided at least (30) thirty days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal

Certificates of Insurance shall be furnished to the **Oldham County Fiscal Court** Planning & Development Services before the expiration date.

- B. Certificates of Insurance as required above shall be furnished, as called for:
1. No later than five (5) days after the successful submitting firm is notified of award by **Oldham County Fiscal Court** to:

Melissa Horn, Treasurer
Oldham County Fiscal Court
100 W. Jefferson Street, Suite 4
LaGrange, KY 40031
- C. The Consultant agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement.
- D. Approval of the insurance by the **Oldham County Fiscal Court** shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the **Oldham County Fiscal Court** does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.

SECTION IV

REQUEST FOR QUALIFICATIONS

4.1 Scope of Work

The purpose of this project is a preliminary study for new north and south bound interchanges at mile marker 20 of I-71 in the vicinity of the Louis Dampier Bridge. Work will include:

- Scoping Meeting with Project Committee and continued communication throughout the life of the project.
- Investigate current conditions, plans, and studies for I-71 in the project area including existing bridge plans and construction documents.
- Preliminary line and grade for two alternative interchanges.
- Prepare corresponding cost estimates for each alignment
- Analyze right of way impacts
- Estimate utility costs

4.2 Standards

A firm will be selected to provide design and engineering services including but not limited to the following:

- a. Prepare all preliminary design and engineering components consistent with all Federal, State, and County requirements
- b. State construction criteria for the type of work shall be followed, including but not limited to, the KYTC Highway Design Manual, the KYTC Standard Drawings, the KYTC Drainage Manual, the KYTC Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets," and the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the KYTC Standard Specifications for Road and Bridge Construction, Edition of 2012 as revised, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all KYTC List of Approved Materials.

4.3 Submittal Requirements and Criteria

Interested firms are required to submit their qualifications which shall include the following information **in order as listed below**:

- 1) Firm's contact information
- 2) Narrative explaining the firm's qualifications for the PROJECT and a summary of firm's recent experience in similar/representative projects
- 3) PROJECT specific approach and proposed procedures to complete the work
- 4) Name and experience of key personnel

- 5) Ability to integrate the PROJECT into the firm's present workload and ability to meet the proposed timeline
- 6) Up to five (5) references: names and telephone numbers of previous clients with a description of the type of project completed, the time frame for the process, and the date completed

Respondents should submit **eight (8) bound copies**.

Respondents are responsible for all costs associated with the preparation of materials in response to this RFQ. **Oldham County Fiscal Court** assumes no responsibility for such costs. **Oldham County Fiscal Court** reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.

SECTION V

EVALUATION CRITERIA AND SCHEDULING

5.1 Evaluation Criteria

The Statement of Qualifications will be reviewed and evaluated by a selection committee according to the firm/project team's relevant knowledge and experience in the elements described in the summary of services requested and the ability to undertake and complete the project in a timely manner. Specific evaluation criteria will include the following:

- A. Qualifications to perform the PROJECT and recent relevant experience, **30%**
- B. Ability and expertise of the firm's professional personnel, **20%**
- C. PROJECT specific approach and proposed procedures to complete the PROJECT, **30%**
- D. Past record of performance, **10%**
- E. Capacity to comply with PROJECT schedule, **10%**

5.2 Selection Process

Evaluation Process

A committee of personnel from **Oldham County Fiscal Court, the City of LaGrange and the Oldham County Chamber** will be used to evaluate submittals and select an engineering consultant for the PROJECT. This selection committee shall complete the entire selection process within sixty (60) days of the SOQ submittal deadline.

Oldham County Fiscal Court may choose to engage in individual discussions with all offerors. At the conclusion of such discussions, the offerors will be ranked in order of preference on the basis of the evaluation factors published in this RFQ and on all information obtained during the selection process. The final selection will be made based upon qualifications. Once the selection is made, based upon a ranking process, and all applicants notified of the selection, negotiations will begin with the selected applicant.

The **Oldham County Fiscal Court** shall thereafter attempt to finalize a contract with the offeror ranked first. If a contract and schedule satisfactory and advantageous to **Oldham County Fiscal Court** can be negotiated for a price considered fair and reasonable, the award shall be made to such offeror; otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until a contract can be negotiated for a fair and reasonable price. Should **Oldham County Fiscal Court** determine in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. **Oldham County Fiscal Court** reserves the right to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications

Selection Committee Members

David Voegele, County Judge-Executive
Oldham County Fiscal Court
dvoegele@oldhamcountyky.gov
(502) 222-9357

Paul “Joe” Davenport, Mayor
City of LaGrange
mayor@lagrangeky.net
(502) 381-6053

Steve Greenwell, Magistrate
Oldham County Fiscal Court
sgreenwell@oldhamcountyky.gov
(502) 468-9279

Michael Logsdon, Magistrate
Oldham County Fiscal Court
mlogsdon@oldhamcountyky.gov
(502) 417-7985

Wayne Theiss, Magistrate
Oldham County Fiscal Court
wtheiss@oldhamcountyky.gov
(502) 609-0567

David Bizianes, Executive Director
Oldham Chamber & Economic Development
dbizianes@oldhamcountychamber.com
(502) 222-1635

Scott Harris, PE
Oldham County Engineer
sharris@oldhamcountyky.gov
(502) 222-1476

Jim Urban, Director
Oldham County Planning & Development Services
jurban@oldhamcountyky.gov
(502) 222-1476

5.3 Procurement Schedule

Dates other than Response Date are tentative and provided for information only.

Response Date: Friday, August 11, 2017

Open SOQs in Fiscal Court: Tuesday, August 15, 2017

First Selection Committee Date: Monday, August 21, 2017

Second Selection Committee Date/Consultant Interviews (if needed): to be held the week of August 28 – September 1, 2017

Pre-Design Conference Date: Monday, September 4, 2017

Deadline for Consultant Fee Proposal: Friday, September 8, 2017

Final Contract Negotiations: Tuesday, September 12, 2017

Contract Submitted to Fiscal Court for Approval: Tuesday, September 19, 2017

5.4 Tentative Project Schedule

Pre-Design Conference: September 2017

Existing Conditions: October 2017

Alternatives Review: November 2017

Final Report and Presentation Due: On or before Monday, December 18, 2017