

November 28, 2022

**Request for Proposal for Traffic Signal Design/Build Services at
U.S. 69/K-68 (Amity St.)**

PROPOSALS DUE: 12 P.M., THURSDAY, Dec. 15, 2022

OVERVIEW

The City of Louisburg, Kan., is pleased to announce this Request for Proposals for traffic signal design/build services for a new signal located at the on- and off-ramp of U.S. 69 northbound to K-68/Amity within the city limits. Proposed consultant services include the preparation of plans, specifications and engineer's estimates related to the design of traffic signal at this location.

BACKGROUND

K-68/Amity is a state highway that runs east-west and bisects the City of Louisburg while U.S. 69 runs north-south on the western edge of the community. The Kansas Department of Transportation has conducted a study and determined a traffic signal is warranted at that location.

This project includes, but is not limited to, the following: coordination with KDOT for installation of a new traffic signal at the location and removal and replacement of traffic striping, pavement markings and markers. This project will include all electrical service to the signal. The project is scheduled to go to construction in 2023.

Consultant shall prepare all documents and shall enter into an agreement with the City to prepare traffic signal design plans, specifications and construction documents. For more information regarding the Design/Build Services Agreement, please refer to Attachment 2.

SCOPE OF WORK

The Consultant selected shall provide complete design/build services for the traffic signal at on- and off-ramp for northbound U.S. 69 to K-68/Amity

It shall be the Consultant's responsibility to coordinate the new traffic signals with existing traffic signals between the west side of the overpass to Crestview Drive.

Consultant to provide:

- Underground utility information.
- Preparation of the Traffic Signal Design Plans and all associated documents and drawings for design/bid process.

- MS Word file for traffic signal specifications.
- MS Excel file for traffic signal cost estimating.

DELIVERABLES AND SCHEDULE

The following deliverables are required:

Plans, Specifications and Engineer's Estimate:	February 2023
Construction Complete:	Oct. 13, 2023

PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

Submit one (1) sealed hard copy by **12 p.m., Thursday, Dec. 15, 2022**, with public opening immediately thereafter. Proposal shall be clearly marked **K-68/Amity Street Stoplight** and addressed as follows:

Craig Hufferd
Public Works Supervisor
215 S. Broadway
Louisburg, KS 66053

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Addenda to this RFP, if issued, will be sent to all prospective Consultants the City has specifically emailed a copy of the RFP to, and will be posted on the City's website at: www.louisburgkansas.gov

It shall be the Consultant's responsibility to check the City's website to obtain any addenda that may be issued.

Proposals should include the following information:

Section 1 Cover Letter – Cover letter signed by an officer of the firm, binding the firm to all of the commitments made in the submittal.

Section 2 Review of Scope of Services – Proposers must comment on the firm's ability to provide the services listed in the Scope of Work outlined above. Provide comments, and suggest modifications, changes and/or additions as appropriate. Indicate how your firm/team would approach the project and what specialized services or unique insights you feel your team would bring to the project.

Section 3 Preliminary Project Schedule – Review the City’s schedule as noted in this RFP and provide comments, suggested modifications, changes and/or additions as appropriate. Add any significant milestone dates necessary to complete all tasks. Indicate resources that will be allocated to each major task category to meet this schedule and discuss your firm’s flexibility and record in “catching up” if milestone dates are not met. Discuss your firm’s commitments to other projects in the time frame coinciding with this project.

Section 4 Related Project Experience – Briefly discuss your approach for the project and what would make the firm the best qualified for this particular project. Present a description of your firm’s past performance on similar projects, emphasizing projects of similar scope and budget. Discuss the firm’s experience in the accurate coordination of trades and sub-consultants, and the quality control process. Address your firm’s record of meeting schedules and controlling costs. What is the firm’s record of accuracy on engineer’s estimates?

The services and expertise which are required to successfully complete the project include the following:

- Civil Engineering and/or Traffic Engineering services to develop traffic signal design plans through final design documents;
- Ability to propose improvements that can be reasonably designed and constructed within the allocated budget and space;
- Ability to prepare complete and accurate plans, specifications and construct the project;

Section 5 Sub-Consultants – Identify any sub-consultants your firm will utilize. Include resumes of key individuals who will be directly involved in this project, and briefly describe any past involvement in joint projects with these sub-consultants. Indicate why the particular sub-consultant has been selected to work on the project team. Indicate how the prime firm will ensure quality control and coordination of documents between the prime and the various sub-consultants.

Section 6 Qualifications and Capabilities – Provide a detailed discussion of the qualifications and experience of the Project Manager that would be assigned to this project. Provide additional information regarding the qualifications and experience of all

others that will be assigned to work on the project team. Please submit an organizational chart. Indicate how your firm’s resources will work together to complete this project. Identify additional resources available in your firm.

Section 7 Fee Proposal – The submitted fee proposal should itemize proposed costs for project components.

Section 8 References – A minimum of three current references from past projects (of similar size and scope) completed by the proposed project manager and/or project team should be provided. Please provide the following information for each reference. All references must contain relevant projects completed within the past 5 years:

- Firm, Owner, or Agency Name
- Project Description
- List of Services Provided
- Engineer’s estimate vs actual construction cost
- Contractor
- Contact Person (Name and Title)
- Address/Telephone/Email

Section 9 Insurance Coverage - Identify carriers, A.M. Best ratings, types and limits of insurance carried by your firm. Minimum coverage required by the City is \$2,000,000 each for general liability, automobile liability, professional liability and worker’s compensation (see Attachment 2 – Design/Build Agreement for actual requirements).

The anticipated **Consultant selection** schedule is as follows:

Proposal Due Date	Dec. 15, 2022
City Council Reviews Proposals	Dec. 19, 2022
Contract Award	Dec. 20, 2022
Notice to Proceed	Dec. 21, 2022

Any questions related to this RFP shall be submitted in writing to the attention of Craig Hufferd via email at chufferd@louisburgkansas.gov . Questions shall be submitted before **5:00 P.M., Dec. 12, 2022.**

No oral questions or inquiries about this RFP shall be accepted.

ADDITIONAL INFORMATION

The City reserves the right to accept or reject any or all Proposals, or to alter the selection process if warranted, to postpone the selection process for its own convenience at any time, and to waive any defects in the Request for Proposals. The City also reserves the right to accept or reject any individual sub-consultant that a candidate proposes to use.

This RFP shall in no way be deemed to create a binding contract or agreement of any kind between the City and the proposers. The City's standard form of consultant agreement will form the basis of the contract between the parties.

Each proposer responding to this RFP acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are at the proposer's sole expense and the City shall not, under any circumstances, be responsible for any cost or expense incurred by the candidate. In addition, each proposer acknowledges and agrees that all documentation and/or materials submitted with the RFP shall remain the property of the City.

ATTACHMENTS

The following attachments are incorporated into the Request for Proposals:

Attachment 1 – Project Location Map

Attachment 2 – Design/Build Agreement

Attachment 1: Project Location Map



CITY OF LOUISBURG
ATTACHMENT 2: DESIGN/BUILD AGREEMENT

This Agreement is entered into at Louisburg, Kansas, on the _____ day of _____, 20__, by and between the **CITY OF LOUISBURG** (hereinafter referred to as "City") and _____ (hereinafter referred to as "Consultant").

WHEREAS, City desires to _____;
and

WHEREAS, Consultant represents that it has the expertise, means, and ability to perform said _____;

NOW, THEREFORE, in consideration of each other's mutual promises, Consultant and City agree as follows:

1. DUTIES OF CONSULTANT

1.1 Consultant agrees to perform services as set forth in Exhibit A - Scope of Work, attached hereto and incorporated herein by reference, and which shall be interpreted together and in harmony with this Agreement. In the event of any conflict between Exhibit A and this Agreement, this Agreement shall govern, control, and take precedence.

1.2 Consultant's project manager will meet with the City's project coordinator prior to commencement of the project to establish a clear understanding of the working relationships, authorities, and management philosophy of City as it relates to this Agreement.

1.3 Consultant, working with the City, will gather available existing information concerning the project, and shall review documents as necessary for compliance with the project's objectives.

1.4 In performance of this Agreement by Consultant, time will be of the essence.

1.5 Notwithstanding Section 1.4, Consultant shall not be responsible for delay caused by activities or factors beyond Consultant's reasonable control, including delays or by reason of strikes, work slow-downs or stoppages, or acts of God.

1.6 Consultant agrees to perform this Agreement in accordance with the highest degree of skill and expertise exercised by members of Consultant's profession working on similar projects under similar circumstances.

1.7 Consultant shall cooperate in good faith with City in all aspects of the performance of this Agreement.

1.8 In the course of the performance of this Agreement, Consultant shall act in the City's best interest as it relates to the project.

1.9 The designated project manager for Consultant shall be _____. The Consultant's project manager shall have all the necessary authority to direct technical and professional work within the scope of the Agreement and shall serve as the principal point of contact with the City and the City's project coordinator. The authorized principal of Consultant executing this Agreement for the Consultant shall have authority to make decisions regarding changes in services, termination and other matters related to the performance of this agreement on behalf of Consultant.

1.10 The Consultant (and its employees, agents, representatives, and sub-consultants), in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City. The City shall not direct the work and means for accomplishment of the services and work to be performed hereunder. The City, however, retains the right to require that work performed by Consultant meet specific standards consistent with the requirements of this Agreement without regard to the manner and means of accomplishment thereof. Sub-contractors shall assume all of the rights, obligations and liabilities, applicable to it as an independent contractor hereunder. Consultant represents and warrants that it (i) is fully experienced and properly qualified to perform the class of work and services provided for herein, (ii) has the financial capability and shall finance its own operations required for the performance of the work and services and (iii) is properly equipped and organized to perform the work and services in a competent, timely and proper manner in accordance with the requirements of this Agreement.

1.11 This Agreement contains provisions that permit mutually acceptable changes in the scope, character or complexity of the work if such changes become desirable or necessary as the work progresses. Adjustments to the basis of payment and to the time for performance of the work, if any, shall be established by a written contract amendment (approved and executed by the City) to accommodate the changes in work.

2. DUTIES OF CITY

2.1 City shall furnish to Consultant all available and pertinent data and information requested by Consultant to facilitate the preparation of the documents called for in this Agreement. Consultant shall be entitled to reasonably rely on all such information.

2.2 City shall provide contract administration services. City shall notify Consultant of required administrative procedures and shall name representatives, if any, authorized to act in its behalf.

2.3 City shall review documents submitted by Consultant and shall render decisions pertaining thereto as promptly as reasonably possible.

3. COMPENSATION

3.1 For the full performance of the services described herein by Consultant, City agrees to compensate Consultant for all services and direct costs associated with the performance of the project as follows:

a. Once each month, Consultant shall submit for payment by City, an itemized invoice for services performed during the previous billing period. The invoice shall describe the services rendered and the title of the item of work, and shall list labor hours by personnel classification. Said invoice shall be based on all labor and direct expense charges made for work performed on the project. City shall pay Consultant for services rendered and approved by the City within 30 days from the date the itemized invoice is received by the City, subject to the maximum not to exceed amount specified above and the City's right to object.

b. Direct costs are those outside costs incurred on or directly for the project, and substantiated with invoices for the charges. Direct expenses include printing, reproduction, and delivery charges.

3.2 If Consultant incurs other costs which are not specifically covered by the terms of this Agreement, but which are necessary for performance of Consultant's duties, City may approve payment for said costs if authorized in writing by the City in advance.

3.3 City may order changes in the scope or character of services in writing, including decreasing the amount of Consultant's services. In the event that the work is decreased, Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change. Under no conditions shall Consultant make any changes to the work, either as additions or deductions, without the prior written order of the City. In the event the City determines that a change to the work or services from that specified in this Agreement is required, the contract time and/or actual costs reimbursable by the City for the project may be adjusted by contract amendment or change order to accommodate the changed work. The contract amount shall not be exceeded, unless authorized by written contract amendment or change order, approved and executed by the City. Consultant shall obtain prior written approval for a revised fee schedule from the City before exceeding such fee schedule.

3.4 In no event will the Consultant be reimbursed for any costs or expenses that exceed the agreed upon total project cost.

4. SUB-CONSULTANTS

4.1 Consultant may not subcontract any services required under this Agreement without the prior written consent of the City.

4.2 Consultant shall be responsible to City for the performance of any and all sub-consultants who perform work under this contract, and any acts of negligence or misconduct

on their part. Consultant is solely responsible for all payments due to sub-consultants.

5. OWNERSHIP OF DOCUMENTS AND MATERIALS

All original drawings, documents, papers, data, materials, photographs, negatives and other work products prepared by the Consultant and/or its sub-consultants in the performance of the services encompassed in this Agreement (whether in printed or electronic format) (“project- related documents and materials) shall be the property of the City and may be used on this project without the consent of the Consultant or its sub-contractors. City acknowledges that such drawings, documents, and other items are instruments of professional services intended for use only on the subject project. Consultant agrees that all copyrights which arise from creation of the Project-related documents and materials pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. Upon the completion or termination of this Agreement for any reason, the City shall be entitled to receive, and Consultant shall promptly provide to the City upon request, all finished and unfinished project-related documents and materials, produced or gathered by or on behalf of Consultant that are in Consultant’s possession, custody or control. Consultant may retain copies of said documents and materials for its files. In the event of termination, any dispute regarding compensation or damages shall not hinder, prevent, or otherwise impact the City’s right to promptly receive and use such documents and materials which are the sole and exclusive property of the City.

6. TERMINATION

Notwithstanding any other provision of this Agreement, City may terminate this Agreement at any time, with or without cause, in its sole discretion, by giving notice in writing to Consultant of such termination. In the event of such termination, Consultant shall have the right and obligation to immediately assemble the work then in progress for the purpose of completing the work and turning over all materials and documents to City. In the event of such termination, Consultant shall be compensated for all work and services performed to the point of termination in accordance with the payment provisions set forth in Section 3.1, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law.

7. AUDIT AND INSPECTION

Consultant shall permit authorized representatives of City to inspect and audit all data and records relating to its performance under this Agreement for a period of three years following acceptance of the final study.

8. EQUAL EMPLOYMENT OPPORTUNITY

Consultant agrees to refrain from discriminatory employment practices on the basis of race, religious creed, color, sex, national origin, handicap, sexual orientation, or ancestry of any employee of, or applicant for employment with, such Consultant or subcontractor.

9. **INDEMNIFICATION**

- A. Company agrees to indemnify, defend, and hold City harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of Company's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Company, or any of its directors, officers, employees, agents, or sub-contractors, in the performance of this Agreement.
- B. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

10. **INSURANCE**

Company shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement.

	Type	Amount
A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$500,000
C.	Comprehensive General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
D.	Automobile Liability (owned and non-owned)	
	i. Bodily Injury	\$2,000,000 per occurrence
	ii. Property Damage Liability	\$2,000,000 per occurrence
E.	Excess/Umbrella	\$2,000,000 per occurrence

11. **PUBLIC WORKS BOND**

Public Works Bond required by Kansas Statute (KSA 60-1111) must be filed with Miami County, Kansas, and evidence thereof provided to the City.

12. MISCELLANEOUS

12.1 This Agreement shall be binding on the heirs, executors, assigns and successors of Consultant.

12.2 Neither party may assign this Agreement, or any portion hereof, without the prior written consent of the other.

12.3 This Agreement shall not be construed to alter, affect, or waive any lien or stop notice rights, which Consultant may have for the performance of services pursuant to this Agreement.

12.4 Neither party's waiver of any term, condition or covenant, or breach of any term, condition or covenant shall be construed as the waiver of any other term, condition or covenant or waiver of the breach of any other term, condition or covenant.

12.5 This Agreement contains the entire Agreement between City and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both City and Consultant.

12.6 If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on City and Consultant.

12.7 This Agreement shall be governed and construed in accordance with the laws of the State of Kansas.

12.8 This Agreement may be executed in counterparts and will be binding as executed.

12.9 All changes or amendments to this Agreement must be in writing and approved by all parties.

12.10 The term of this Agreement shall commence upon execution of the Agreement and terminate _____. Any extension of the Agreement shall be mutually agreed upon in writing and shall require an amendment to the Agreement signed by both parties.

12.11 Consultant owes the City a duty of undivided loyalty in performing the work and services under this Agreement, including, but not limited to, the obligation to refrain from having economic interests and/or participating in activities that conflict with the City's interests in respect to the work and/or services and project. The Consultant shall list current clients who may have a financial interest in the outcome of this Agreement. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement. Consultant shall not make or participate in making

or in any way attempt to use Consultant's position to influence a governmental decision in which Consultant knows or has reason to know Consultant has a direct or indirect financial interest other than the compensation promised by this Agreement. Consultant will immediately advise the City if Consultant learns of a financial interest of Consultant's during the term of this Agreement.

12.12 This Agreement is entered into, and to be performed in the City of Louisburg, Miami County, Kansas, and any action arising out of or related to this Agreement shall be maintained in a court of appropriate jurisdiction in Miami County, Kansas.

13. NOTICES

Notices required under this Agreement may be delivered by first class mail addressed to the appropriate party at one of the following addresses:

CITY: City of Louisburg
Attention: Nathan Law
215 S. Broadway St.
Louisburg, KS 66053

CONSULTANT: _____
Attention: _____

Having read and understood the foregoing Agreement, the undersigned parties agree to be bound hereby:

CONSULTANT

By _____

Title _____

CITY OF LOUISBURG

By _____

Title _____