

# **A REQUEST FOR PROPOSAL FOR PERSONAL SERVICES CONTRACT**

Department of Highways  
Professional Services Procurement Bulletin 2015-01  
Jackson & Owsley / KY 30 / 10-279.60

This document constitutes a Request for Proposals for Personal Service Contract from qualified individuals and organizations to furnish those services as described herein for the Commonwealth of Kentucky, Department of Highways.

## **I. PROJECT DESCRIPTION**

County – Jackson / Owsley

Route – KY 30

Item No – 10-279.60

Project Description – Reconstruct KY 30 from US 421 in Jackson County to KY 847 in Owsley County

## **II. PROJECT INFORMATION**

Project Manager – Darren Back, P.E.

User Division – Highway Design

Approximate Fee – \$2,000,000 Preliminary Engineering & Environmental - Cost Plus Fixed Fee

Project Funding – Federal Funds (STP)

Project Length – 13.4 Miles

## **III. PURPOSE AND NEED**

This section of KY 30 is part of the I-75 to Mountain Parkway corridor which runs from I-75 in London to the Mountain Parkway in Pine Ridge via KY 30, KY 11, and KY 715. The portions of this corridor between London and Tyner and between Travellers Rest and Beattyville are in various phases of design, right of way, and construction. This section will complete corridor improvements in Jackson and Owsley counties. This portion of the I-75 to Mountain Parkway corridor has geometric deficiencies that need to be upgraded to current standards in order to provide travelers with a modern and safe transportation facility. The purpose of this project is to provide a safer and more efficient corridor, and to contribute to the transportation infrastructure improvements needed to support and enhance economic vitality in Eastern Kentucky.

## **IV. DBE REQUIREMENT**

The Consultant team shall include a DBE Participation Plan with their Response to Announcement. An additional page will be allowed with the project approach in the Response to Announcement to convey this plan. A maximum of 4 points will be considered in the evaluation factors for the DBE Participation Plan.

## **V. SCOPE OF WORK**

The Selected Consultant will be required to conduct Preliminary Engineering studies to identify appropriate typical section, utility impacts, line and grade including logical termini for 10-279.61 section and a dependable cost estimate.

The Selected Consultant will also be responsible for the development of an approved environmental document for this project in Preliminary Engineering. It is anticipated to be an EA/FONSI at this time.

After Preliminary Engineering & Environmental work is complete and logical termini is established for 10-279.61, District 10 may initiate a Contract Modification for Final Roadway Design for the portion of the project that falls within the District 10 project (10-279.61). Final Roadway Design will include the preparation of any design studies, drainage design, right-of-way plans, construction plans, and cost estimates.

The remaining District 11 portion (11-278.30) will be advertised for Final Roadway Design Services.

## **VI. SPECIAL INSTRUCTIONS**

The Department may retain any of the advertised services to be performed by in-house state forces.

An extra 5 pages will be allowed for Page 4 Relative Experience of Key Project Team Members in the response to announcement for a total of 10 pages (A-J). An extra 5 pages will be allowed for Page 6 Relative Experience of Proposed Team in the response to announcement for a total of 10 pages (A-J). There will be no limit to the number of key team members within the 10 pages allowed for Page 4 Relative Experience of Key Project Team Members and the 10 pages allowed for Page 6 Relative Experience of Proposed Team in the response to announcement for this project. An extra 2 pages will be allowed for Page 7 Project Approach in the response to announcement for a total of 6 pages (A-F), which includes DBE participation plan.

Instructions for Response to Announcement can be found at:

<http://transportation.ky.gov/Professional-Services/Pages/Respond-to-an-Announcement.aspx>

## **VII. AVAILABLE STUDIES**

2004 KY 30 Scoping Study by Wilbur Smith

<http://transportation.ky.gov/Planning/Pages/Project-Details.aspx?Project=KY - 30 Scoping Study>

## **VIII. METHOD OF DESIGN**

The selected Consultant shall utilize the most recent CADD Standards for Highway Plans Policy in the development of the highway plans.

## **IX. ENVIRONMENTAL**

The selected consultant will provide any necessary Environmental Services. A Scope Verification meeting was held on June 23, 2014 with the Federal Highway Administration and the anticipated environmental document is an EA/FONSI. If a contract modification for Final Design is initiated, environmental services shall also include preparing and securing any required permits that may be necessary for the construction. The Consultant will also be responsible for addressing any requirements of the permits, including but not limited to, Section 106 Historic Property Evaluation/Consultation, Section 7 Endangered Species Consultation, etc.

## **X. PHOTOGRAMMETRIC SERVICES**

KYTC will provide photogrammetry. The Selected Consultant will be required to collect additional information by conventional survey methods.

## **XI. STRUCTURE DESIGN**

The Selected Consultant shall do the necessary engineering services to submit to KYTC an Advanced Situation Folder(s) for the appropriate and applicable structure(s). The Structure Design may be performed by the Consultant. Structure Design services may be added to the Contract by Contract Modification for the District 10 portion of this project (10-279.61). Prequalification in the area of Structure Design is required to be identified in the Consultant's Response to Announcement.

## **XII. GEOTECHNICAL SERVICES**

The Selected Consultant may provide Geotechnical Services for this project. Geotechnical Services may be added to the Contract by Contract Modification for the District 10 portion of this project (10-279.61). Prequalification in the area of Geotechnical Services is required to be identified in the Consultant's Response to Announcement.

## **XIII. TRAFFIC**

Traffic projections and related information will be provided by the Department.

## **XIV. RIGHT-OF-WAY SERVICES**

The following right of way services may be needed for the District 10 portion of the project (10-279.61) if a contract modification is initiated for Final Design and the District deems this necessary based on current workload or project schedule.

Responsible for ALL areas of Right of Way acquisition and maintaining files:

1. Title Report(s) – Done by Attorney or Title Firm (prequalified firm with OLS)
2. Deed of Conveyance or Grant of Easement – Prepared and signed by Attorney
3. Gather sales in the area for MAR calculation(s) -MAR – calculated by Buyer and approved by ROW Project Manager in RWU-MS System
4. Offer to Purchase, Record of Contacts, Parcel Summary, Payment Summary, Condemnation Pay Statement, and other documents completed in the RWU-MS System
5. Record of Contacts maintained by buyer

6. Title Update, Releases, Closing, and delivery of checks done by Title Attorney
7. Deeds/Grant of Easements is to be recorded and recorded copies placed in parcel file
8. Pro-rated tax letter and property owner survey given to property owner at closing

### **Appraisers**

- 1) Appraisers must be selected from the KYTC ROW list of pre-qualified real estate appraisers. The list is available for review by contacting Eric Monhollon at in the Division of Right-of-Way and Utilities.
- 2) Appraisers should provide advance notice of the date and time of their appraisal inspections of the subject property to the Respondent's ROW Project Manager in order to coordinate the appraiser's inspection with (if applicable and practical) the initial interview with the Displacee by the Relocation Assistance Specialist.
- 3) Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable KYTC forms.
- 4) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
- 5) For the initial appraisal, prepare complete appraisal report for each parcel to be acquired utilizing KYTC forms. These reports shall conform to KYTC policies and procedures along with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
- 6) As necessary, prepare written notification to the Project Manager of any environmental concerns associated with the right of way to be acquired, which could require environmental re-mediation.
- 7) As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
- 8) Complex BAV (Before and After Value)  
In rare instances the complexity of a property and/or appraisal problem may require specialized knowledge or increased documentation. Examples of this type of appraisal may include but not be limited to:
  - 1) An acquisition from a university campus where the contributing value of the improvements must be documented as part of the larger parcel.
  - 2) An acquisition from a golf course that affects one or more fairways and/or green where the appraiser may need to consult an Engineer or course designer to determine the true nature of the affect of the taking on the course.
- 9) Standard BAV- This category will be used for most KYTC appraisals. The contributing value of all improvements must be documented. Damages may apply in the after situation and may include but not be limited to proximity, changes in topography, severed remainders, changes in highest and best use, loss of parking, etc.
  - 1) Minor BAV-Used for minor acquisitions in which the amount of just compensation exceeds the maximum amount under which an MAR (Minor Acquisition Review) may be used. Improvements acquired will be minor in nature and will include but not be limited to items of landscaping, fencing and small secondary buildings (i.e. sheds). The principle building is unaffected and its contributing value may be estimated.
  - 2) BV (Before Value)-Used only when the parcel is considered a total take and only the before value is needed.

### **Appraisal Review Service**

- 1) Appraisers must be selected from the KYTC ROW list of pre-qualified real estate appraisers. The list is available for review by contacting Eric Monhollon at in the Division of Right-of-Way and Utilities.

- 2) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, compliance with Department policies and procedures and the Uniform Standards of Professional Appraisal Practices.

### **Negotiation Services**

- 1) Analyze preliminary title report to determine potential title problems, propose and inform the KYTC ROW Project Manager of methods to cure title deficiencies.
- 2) Analyze appraisal and appraisal review reports and confirm the KYTC's approved value prior to making offer for each parcel.
- 3) Prepare the initial offer letter, memorandum of understanding, instruments of conveyance, and any other documents required or requested by KYTC on applicable Department forms.
- 4) The written offer, approved appraisal report and required brochures must be given to each property owner or the property owner's designated representative. Shall maintain a record of contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- 5) Respond to property owners inquiries verbally and in writing within three (3) business days.
- 6) Shall have a minimum of three (3) contacts with each property owner or the property owner's designated representative and maintain a precise record of contacts for each parcel on applicable Department forms. (Note: Three (3) contacts may be waived for special circumstances)
- 7) Advise property owner of the Administrative Settlement process. Transmit to the KYTC ROW Project Manager any written counter offer from property owners including supporting documentation, and Provider recommendation with regard to Administrative Settlements in accordance with Department policy and procedures.
- 8) Issue Property Owner's Survey to the property owner.
- 9) All Acquisition Parcels are completed following the procedures within the Right of Way Guidance Manual.
- 10) Negotiation using an MAR:
  - 1) Acquisition Agent will be responsible for the following:
    - Determine if in fact a MAR should be used, (MAR's are used when value of the acquisition is less than \$10,000 and non-complex.) MAR's which exceeds \$10,000 and up to \$25,000 shall be subject to an appraisal if requested by the property owner(s).
    - Creating the MAR by the collection of comparable sales data either independently or from the approved comparable sales book for the project. A minimum of three (3) comparable sales shall be used to determine the value for the "Offer to Purchase" letter. Once the MAR is completed, the agent may then proceed with contacting the property owner and arrange for a meeting to make the MAR offer
    - MAR offer is given to the property owner both verbally and in writing
    - Owner has about 30 days to sign, or submit a counter offer to be reviewed
    - Once the acquisition agent has completed the file, the file is sent to Central Office for processing, either for payment or condemnation.
    - If a file is submitted for condemnation, the file is reviewed and forwarded on to the Office of Legal Services, and they assign an attorney to the file.
- 11) Negotiation using an Appraisal (Before and After Method)  
Acquisition Agent will be responsible for the following:

NOTE: The same steps are followed as above; with the exception of the appraisal value amount has no limit, and the fair market value compensation is based on comparable sales of surrounding locations.

### **Relocation Assistance Services for Residential, Non-Residential, Miscellaneous Moves, and Outdoor Advertising**

- 1) When relocation assistance is required as part of a contract the selected Consultant shall complete an Acquisition Stage Relocation Report (ASRR) for any and all relocations being assigned.
- 2) All I relocations will be done in accordance to 49 CFR, Part 23, Uniform Relocation Assistance and Real Property Regulations for Federal and Federally Assisted Programs and 600 KAR 3:010 Relocation Assistance Payments of the Transportation Cabinet and the Kentucky Transportation Cabinet Relocation Assistance Guidance Manual, revised February 2011.
- 3) The Relocation Assistance Specialist should provide advance notice of the date and time of their initial meeting with the Displacee with (if applicable and practical) the Appraiser's inspection of the subject property in order to coordinate the appraiser's inspection with (if applicable and practical) the initial interview with the Displacee by the Relocation Assistance Specialist
- 4) Notify all Displacees and potential Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with a Relocation Assistance Brochure [*Your Benefits as a Highway Displacee*]
- 5) Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of right of way.
- 6) Locate, evaluate, and maintain files on comparable available housing.
- 7) Compute and submit the request for relocation housing/rental supplement to the KYTC ROW Project Manager using KYTC approved forms.
- 8) Provide 90-day notice to vacate simultaneous with the delivery of relocation benefits package. The 90-day notice may not be delivered prior to a personal interview with the Displacee to determine the type, needs and eligibilities.
- 9) Notify the KYTC ROW Project Manager immediately if the Displacee does not move after the 30-day notice.
- 10) Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with Department policy.
- 11) Coordinate and monitor with displaced homeowners, business owners, tenants, and with moving companies in accordance with Department procedures.
- 12) Maintain relocation record of contacts journaling all attempted and completed contacts with all parties. This includes descriptions of the reasons and outcome for each contact.
- 13) Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
- 14) Relocation agent will be available for any appeals and hearings.
- 15) Issue Relocation Surveys to all Displacees.
- 16) Residential Relocation - Relocation Agent will be responsible for the following:
  - 1) Explaining Relocation Assistance Program and possible benefits available to displaced persons
  - 2) Determining eligibility for Relocation Assistance benefits
  - 3) Determining need for Last Resort Housing
  - 4) Justifying need for Last Resort Housing
  - 5) Offering advisory services
  - 6) Updating worksheet
  - 7) Calculating rent and/or purchase supplement computations and all revisions

- 8) Determining personal property located within the acquisition
  - 9) Issuance of 90 day and 30 day notices
  - 10) Performing Decent, Safe and Sanitary Inspections of replacement property
  - 11) Determining eligible incidental expenses for reimbursement
  - 12) Determining Mortgage Interest Differential payment eligibility
  - 13) Securing required documentation necessary for filing claims
  - 14) Filing all claims on proper forms in a timely manner
  - 15) Attending closings of replacement property
  - 16) Ensuring requirements of program benefits are met
  - 17) Filing required reports in a timely manner
  - 18) Inspecting that personal property is removed from acquired area
  - 19) Secure key(s) to acquire improvements
  - 20) Turning key(s) over to District property management
  - 21) Assisting displaced person(s) with the Appeals
  - 22) Being available for deposition and/or testimony at 13B Appeal Hearing
  - 23) Making themselves and contact information available to displaced person(s)
  - 24) Willingly work through assigned district and its Right of Way personnel
  - 25) Close each parcel with completed TC 62-210 and updated record of contacts
  - 26) Close project with completed TC 62-97
  - 27) Turn completed files over to ROW Project Manager
- 17) Nonresidential Relocation - Relocation Agent will be responsible for the following:
- 1) Explaining Relocation Assistance Program and possible benefits available to displaced
  - 2) Determining eligibility for Relocation Assistance benefits
  - 3) Offering advisory services
  - 4) Updating worksheet
  - 5) Determining personal property located within the acquisition
  - 6) Identifying any hazardous wastes or substances
  - 7) Issuance of 90 day and 30 day notices
  - 8) Determining which nonresidential benefits are best for displace
  - 9) Determining compensation for moving personal property
  - 10) Securing bids for moving personal property (if necessary)
  - 11) Determining if displaced is eligible for reestablishment benefits
  - 12) Determining which expenses are eligible for reestablishment
  - 13) Obtaining CO approval prior to the reestablishment
  - 14) Obtaining before and after pictures of reestablishment
  - 15) Determining if displaced is eligible for in lieu of move benefits
  - 16) Obtaining required tax documentations for in lieu of move benefits
  - 17) Determining in lieu of move benefit
  - 18) Obtaining required documentation necessary for filing claims
  - 19) Filing all claims on proper forms in a timely manner
  - 20) Ensuring requirements of program benefits are met
  - 21) Filing required reports in a timely manner
  - 22) Inspecting that personal property is removed from acquired area
  - 23) Assisting displaced person(s) with the Appeals
  - 24) Being available for deposition and/or testimony at 13B Appeal Hearing
  - 25) Making themselves and contact information available to displaced person(s)
  - 26) Willingly work through assigned district and its Right of Way personnel
  - 27) Close each parcel with completed TC 62-210 and updated record of contacts
  - 28) Close project with completed TC 62-97
  - 29) Turn completed files over to ROW Project Manager

- 18) Miscellaneous Move Relocation - Relocation Agent will be responsible for the following:
- 1) Explaining Relocation Assistance Program and possible benefits available to displaced persons
  - 2) Determining eligibility for Relocation Assistance benefits
  - 3) Offering advisory services
  - 4) Updating worksheet
  - 5) Determining personal property located within the acquisition
  - 6) Issuance of 90 day and 30 day notices
  - 7) Determining compensation for moving personal property
  - 8) Securing bids for moving personal property (if necessary)
  - 9) Obtaining required documentation necessary for filing claims
  - 10) Filing all claims on proper forms in a timely manner
  - 11) Ensuring requirements of program benefits are met
  - 12) Filing required reports in a timely manner
  - 13) Inspecting that personal property is removed from acquired area
  - 14) Assisting displaced person(s) with the Appeals
  - 15) Being available for deposition and/or testimony at 13B Appeal Hearing
  - 16) Making themselves and contact information available to displaced person(s)
  - 17) Willingly work through assigned district and its Right of Way personnel
  - 18) Close each parcel with completed TC 62-210 and updated record of contacts
  - 19) Close project with completed TC 62-97
  - 20) Turn completed files over to ROW Project Manager

### **Subproviders**

Sub-Providers providing service under the work authorization shall meet the same requirements and level of experience as required of the prime. No subcontract under the letter agreement shall relieve the primary respondent of responsibility for the service. If the respondent uses a Sub-Provider for any or all of the work required, the following conditions shall apply under the listed circumstances:

- 1) Respondents planning to subcontract all or a portion of the work shall identify the proposed Sub-Providers.
- 2) Subcontracting shall be at the respondent's expense.
- 3) KYTC retains the right to check Sub-Provider's background and make a determination to approve or reject the use of submitted Sub-Providers.

Should a full BAV appraisal be necessary, consultant responsible for appraisal and first stage review prior to submitting to the District (appraiser and review appraiser to be chosen from pre-approved list maintained in Central Office Right of Way).

Maintain all project and parcel files. All necessary signed paper work and documentation to complete Right of Way file(s).

Complete payment packet(s) turned in to District Office for review and payment processing if parcel purchased. Complete condemnation packet(s) turned in to District Office for review and processing if parcel is condemned.

All completed and checked Right of Way project and parcel files turned in and submitted to District Right of Way Agent Supervisor, at the end of the project. KYTC will have 14 days to review all submittals. In addition all right of way activity must adhere to KYTC Division of Right of Way policies and procedures and other requirements which are by policy or law.

### **XV. UTILITY SERVICES**

The following utility services may be needed for the District 10 portion of the project (10-279.61)

if a contract modification is initiated for Final Design and the District deems this necessary based on current workload or project schedule.

## **1. GENERAL REQUIREMENTS**

A number of existing utilities are located within or in the vicinity of the project right-of-way, some pursuant to statutory rights and some pursuant to property rights. Consultants are advised it is their responsibility to locate all existing utilities, assess impacts to those facilities, coordinate relocations if necessary, and consider facility avoidance when appropriate as the Project is designed. It is the Consultant's responsibility to ensure all applicable terms, policies, law and procedure set forth in KYTC's Utilities and Rail Manual are followed. The Consultant effectively is assuming the role of KYTC Utility Supervisor as defined within the bounds of said manual.

This Section establishes procedures and requirements for coordinating and adjusting utilities, if deemed necessary, including such processes as communicating with utility owners, administration of the engineering, utility relocation construction, and other activities necessary for utility adjustments, including required documentation.

The Consultant shall cause all utility adjustments necessary to accommodate construction, operation, maintenance and/or use of the project, in both its initial configuration and in its ultimate configuration. The Consultant shall be responsible for preparing and facilitating the execution of all agreements with the utility owners impacted by the project. Utility adjustments may be performed by the utility owner with its own forces and/or contractors and consultants (i.e., utility owner-managed). All reimbursable costs associated with the design, right-of-way (utility easement) and relocation of utilities for this project shall be the responsibility of KYTC but recommended and planned by the Consultant.

The Consultant's shall ensure reimbursement to utility owners for all costs of utility adjustment work shall be in conformance with Kentucky Statute, Federal Regulation, Policies, and FHWA's *Program Guide for Utility Relocation and Accommodation for Federal-Aid Projects*. Per FHWA's *Program Guide for Utility Relocation and Accommodation for Federal-Aid Project*, any "betterments" to the utilities made as part of the relocation work are not eligible project expenses and shall not be included in the project costs. The Consultant shall be responsible for strictly adhering to this requirement.

### **1.1 When Utility Adjustment is Required**

A utility adjustment may be necessary to accommodate the project for either or both of the following reasons: (a) a physical conflict between the project and the utility; and/or (b) an incompatibility between the project and the utility based on constructability, future operation, safety, and maintenance. The physical limits of all utility adjustments shall extend as necessary to functionally replace the existing utility, whether inside or outside of the project right-of-way. Section 12.2.4.2 contains provisions that address the acquisition of easements for utilities to be installed outside of the project right-of-way.

Utilities may remain in their existing locations within the project right-of-way if the existing location shall not adversely affect the construction, operation, safety, maintenance and/or use of the project.

## **1.2 Certain Components of the Utility Adjustment Work**

### **1.2.1 Coordination**

The Consultant shall communicate, cooperate, and coordinate with KYTC, the utility owners, and potentially affected third parties, as necessary for performance of the utility adjustment work. The Consultant shall be responsible for preparing and securing execution of all necessary agreements.

Please be advised that the utility owner, as part of the review and comment for the Utility Agreement by KYTC, shall be responsible for obtaining an *Encroachment Permit* for all utility relocation work to be done within the public right-of-way. The Consultant shall be responsible for all coordination needed to ensure that the *Encroachment Permits* and any other approvals needed from the appropriate regulatory agencies are received and approved by the proper authority prior to any utility relocation work within the public right-of-way taking place.

### **1.2.2 Betterments**

The utility owner shall be reimbursed only for the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities unless the utility owner specifies a lesser replacement. Please see KYTC Policy Manuals and FHWA's *Program Guide for Utility Relocation and Accommodation for Federal-Aid Projects* for additional requirements in this regard. If the utility owner proposes to include enhancements or "betterment," all costs associated with the betterment are the responsibility of the utility owner and shall not be included in the project cost. The Consultant shall perform all coordination necessary to ensure that any utility betterment planned for the project by the utility owner is adequately addressed in the utility agreement and properly documented in the encroachment permit prior to beginning the relocation.

### **1.2.3 Protection in Place**

The Consultant shall be responsible for identifying Protection in Place of all utilities impacted by the project as necessary for their continued safe operation and structural integrity. Any such scenario shall be identified in the road plan and proposal.

### **1.2.4 Abandonment and Removal**

As applicable to work being performed by the Consultant, the Consultant shall make all arrangements and perform all work necessary to complete each abandonment or removal (and disposal) of a utility in accordance with the approved utility agreement. The Consultant shall obtain governmental approvals and consent from the affected utility owner and any affected landowner(s) or shall confirm that the utility owner has completed these tasks.

### **1.2.5 Agreements between the KYTC and Utility Owners**

Except as otherwise stated in this Section or in the Agreement, reimbursable utility adjustments shall be specifically addressed in a utility agreement. The Consultant is responsible for preparing, negotiating, and obtaining execution by the utility owners and KYTC, of all utility agreements. A utility agreement is not required for any utility adjustment consisting solely of no cost protection in place or non-reimbursable utility relocation work as defined by Kentucky statute.

### **1.2.6 Utility Agreements**

The Consultant shall prepare one or more utility agreements with each affected utility owner to define the design, material, construction, inspection, and acceptance standards and procedures necessary to complete utility adjustments, as well as to define the KYTC's and the utility owner's

respective responsibilities for utility adjustment costs and utility adjustment activities such as design, material procurement, construction, inspection, and acceptance. A utility agreement may address more than one utility adjustment for the same utility owner..

The Consultant shall prepare each utility agreement using KYTCs standard form or a similar document approved by KYTC. Each utility agreement and non-reimbursable relocation plan shall be subject to KYTC review, comment, and execution as part of the utility agreement /encroachment permit approval process.

### **1.2.7 Utility Agreement Amendments**

Modification of an executed utility agreement or any component thereof shall be addressed using a utility agreement change order. A utility agreement amendment may be used only when there is an unanticipated change in the scope of work or conditions. Each utility change order shall be subject to KYTC review, comment, and execution.

## **1.3 Recordkeeping**

The Consultant shall maintain records in order to ascertain that utility adjustment work is accomplished in accordance with the terms and in the manner proposed on the approved utility adjustment plans and otherwise as required by the applicable utility agreement(s). The Consultant may use the modified KYTC Utility Relocation Progress Report.

## **2. ADMINISTRATIVE REQUIREMENTS**

### **2.1 Standards**

All utility adjustment work shall comply with all applicable laws, agency *Encroachment Permit* requirements, this RFP, regulatory agency approvals, the applicable utility adjustment standards, and the requirements as set forth in the utility company standards and specifications.

### **2.2 Communications**

#### **2.2.1 Communication with Utility Owners: Meetings and Correspondence**

The Consultant is responsible for holding meetings and otherwise communicating with each utility owner as necessary to accomplish in a timely manner the utility adjustments necessary to construct the project. KYTC will participate in these meetings if requested by the utility owner or the Consultant, or otherwise as deemed appropriate in order to facilitate the progress on the project. The Consultant shall prepare minutes of all meetings with utility owners and shall keep copies of all correspondence between the Consultant and any utility owner. Copies of meeting minutes shall be forwarded to KYTC for the project files within one week following the respective meeting.

### **2.3 Utility Adjustment Manager**

The Consultant shall provide a utility adjustment manager with appropriate qualifications and experience for the utility adjustment work required for this project.

The utility adjustment manager's (UM) primary work responsibility shall be the performance of all the Consultant's obligations with respect to utility adjustments.

### **2.4 Real Property Matters**

The Consultant shall provide the services described below in connection with existing and future occupancy of property by utilities.

#### **2.4.1 Documentation of Existing Utility Property Interests**

It shall be the Consultant's responsibility to determine **all** existing utility property interest within the project right-of-way claimed by any utility owner.

#### **2.4.2 Acquisition of Replacement Utility Property Interests**

The Consultant shall be responsible for working with each utility owner for acquiring any replacement utility property interests that are necessary and viable for reimbursement for the utility adjustments. The Consultant shall have the following responsibilities for each acquisition:

- A. The Consultant shall coordinate with, and provide all project information needed to each utility owner as necessary for the utility owner to identify any replacement utility property interests required for its utility adjustments.
- B. If the Consultant assists a utility owner in acquiring a replacement utility property interest, the Consultant shall ensure that the following requirements are met:
  - a. The files and records must be kept separate and apart from all acquisition files and records for the project right-of-way.
  - b. The items used in acquisition of replacement utility property interests (e.g., appraisals, written evaluations, and owner contact reports) must be separate from the purchase of the project right-of-way.
- C. The Consultant shall ensure utility owners are reimbursed for all viable replacement utility property interests required for its utility adjustments. No betterment in terms of property interest shall be paid for using project funds.

### **2.5 Documentation of Requirements**

The Consultant shall prepare, and obtain execution by the KYTC and utility owner of all agreements including all necessary exhibits and information concerning the project. Each agreement shall identify the subject utility(ies) by the applicable *Encroachment Permit Number* and shall also identify any real property interests by parcel number or highway station number or by other identification acceptable to KYTC.

## **3. DESIGN**

### **3.1 Consultant's Responsibility for Utility Identification**

The Consultant bears sole responsibility for ascertaining, all pertinent details of utilities located within the project right-of-way or otherwise affected by the project, whether located on private property or within an existing public right-of-way, and including all service lines.

### **3.2 Technical Criteria and performance Standards**

All design plans for utility adjustment work, shall be consistent and compatible with the following:

- A. The project as designed and constructed
- B. Any utilities remaining in, or being installed in, the same vicinity
- C. All applicable governmental standards, approvals, permits
- D. Private approvals of any third parties necessary for such work
- E. KYTC Policies and Procedures as set forth in KYTC's Utility and Rail Manual and as specified in the approved utility agreement.

The Consultant shall be responsible for validating that all utility adjustments performed as part of this project adhere to these criteria.

### **3.3 Utility Adjustment Plans**

Utility adjustment plans, shall be signed and sealed by a registered Professional Engineer (PE),

if required by the utility owner, regulatory agencies, or KYTC.

### **3.3.1 Plans Prepared by Consultant**

Third party relocation designers must be preapproved by KYTC under the recommendation of the Consultant. Products of a third party designer shall include a utility adjustment design that has the utility owner's approval, specifications, and cost estimates for the utility adjustment (collectively, "Utility Adjustment Plans. The Utility Adjustment Plans (as approved by the utility owner) shall be attached to the applicable utility agreement and estimate, which shall serve as the appropriate *Encroachment Permit* application submitted for KYTC approval. The Consultant is responsible for facilitating this process in a manner such that all requirements are adequately addressed and commitments fulfilled in accordance with all provisions set forth.

Unless otherwise specified in the applicable utility agreement(s), all changes to utility adjustment plans previously approved by the utility owner (excluding estimates, if the utility owner is not responsible for any costs) shall require written utility owner approval. The Consultant shall transmit any KYTC comments to the utility owner and shall coordinate any modification, re-approval by the utility owner, and re-submittal to KYTC as necessary to obtain KYTC approval, as applicable.

### **3.3.2 Plans Prepared by the Utility Owner**

For all Utility Adjustment Plans to be furnished by a utility owner, the Consultant shall coordinate with the utility owner as necessary to confirm compliance with the project plans. Those utility adjustment plans shall be attached to the applicable utility agreement and estimate, which shall serve as the appropriate *Encroachment Permit* for KYTC approval. The Consultant shall be responsible for coordination with the utility company to ensure that all KYTC comments to the utility owner are adequately addressed in the design and construction of the project, including, any modification, re-approval by the utility owner and re-submittal to KYTC as necessary to obtain KYTC approval.

### **3.3.3 Design Documents**

Each proposed utility adjustment shall be shown in the design documents.

### **3.3.4 Certain Requirements for Underground Utilities**

Casing as specified in accordance with the KYTC Permits Manual and the KYTC Utilities and Rail Manual shall be required for use on the project, where applicable.

### **3.3.5 Utility Agreement Submittals**

Each utility adjustment shall be addressed Consultant and the utility owner and submitted to KYTC for review and comment. The Consultant shall coordinate with the utility owner to prepare all components. Completion of the review and approval process as well as issuance of any required KYTC approvals, shall be required before the start of construction for the affected utility adjustment work.

In its sole discretion, KYTC has the authority to approve the placement of utilities within project right-of-way. The Consultant shall arrange for the utility owner to execute each utility agreement and subsequent *Encroachment Permit* required to do the work on the Project. In general, the utility submissions required for each utility relocation shall include:

- A. *Encroachment Permit* application
- B. Utility agreement (if applicable)
- C. Utility adjustment plans and specifications

- D. Utility relocation cost estimate as defined in the utility agreement including definition and separation of any betterment proposed.

## **4. CONSTRUCTION**

### **4.1 General Construction Criteria**

All utility adjustment construction shall conform to the requirements listed below. The Consultant is responsible for verifying that all utility adjustment construction performed by each utility owner conforms to the requirements described below. In case of nonconformance, the Consultant shall cause the utility owner (and/or its contractors, as applicable) to complete all necessary corrective work or to otherwise take such steps as are necessary to conform to these requirements.

- A. All criteria identified in Section 12.3 (Design).
- B. The utility adjustment plans and agency requirements approved by KYTC.
- C. Approved utility agreement amendments.
- D. All project safety and environmental requirements.
- E. Erosion prevention and sediment control requirements.
- F. Easement acquisition procedures.

### **4.2 Inspection of Utility Owners Construction**

The Consultant shall set forth procedures for inspection of all utility adjustment work performed by utility owners (and/or their contractors) to verify compliance with the applicable requirements described in Section 12.4.1 (General Construction Criteria). The inspection shall validate that the utility work adheres to the above criteria and is as designed.

### **4.3 Scheduling Utility Adjustment Work**

The utility adjustment work may begin at any time following issuance of an encroachment permit number contingent upon right-of-way access. The Consultant shall not arrange for any utility owner to begin any demolition, removal, or other construction work for any utility adjustment until all of the following conditions are satisfied:

- A. The utility adjustment is approved by KYTC under utility agreement or approved non-reimbursable plan (and any conditions to commencement of such activities that are included in the utility agreement have been satisfied);
- B. Availability and access to affected replacement utility property interests or public right-of-way have been obtained.
- C. If any part of the construction work for the utility adjustment shall affect the project right-of-way, then approvals from the KYTC shall be received.
- D. The review and comment process has been completed and all required approvals have been obtained.
- E. All governmental and permitting approvals necessary for the utility adjustment construction have been obtained.
- F. The Consultant has verified that all utility adjustments address the project needs and are not in conflict with one another.
- G. The Consultant has conducted a preconstruction joint utility meeting to schedule and plan all utility owner adjustments. KYTC shall be invited to attend this meeting.

### **4.4 Emergency Procedures**

The Consultant shall provide emergency procedures with respect to utility adjustment work. The Consultant shall obtain emergency contact information from, and establish emergency procedures with, each utility owner.

#### **4.5 Utility Adjustment Field Modifications**

The Consultant shall establish a procedure to be followed if a utility adjustment field modification is proposed by either the Consultant or a utility owner, after the utility adjustment plans has been approved. The procedure shall contain, at minimum, the following processes:

- A. The utility owner's review and approval of a utility adjustment field modification proposed by the Consultant, or the Consultant's review and approval of a utility adjustment field modification proposed by the Utility Owner.
- B. Submittal of plans, estimate and change order form for the proposed utility adjustment field modification to KYTC for its approval.
- C. Securing KYTC approval of the change.
- D. Transmittal of utility adjustment field modifications to the appropriate construction field personnel.
- E. Inclusion of any utility adjustment field modifications in the record drawings for the Project.

#### **4.6 Switchover to New Facilities**

After a newly adjusted utility has been accepted by the utility owner and is otherwise ready to be placed in service, the Consultant shall coordinate with the utility owner regarding the procedure and timing for placing the newly adjusted utility into service and terminating service at the utility being replaced.

#### **4.7 Record Drawings**

The Consultant shall secure record drawings from each utility owner for utilities adjusted. The Consultant shall provide these As-Built Record Drawings to KYTC. The Consultant shall provide the record drawings for each adjustment to KYTC not later than 90 days after the utility owner accepts the adjustment.

#### **4.8 Traffic Control**

The Consultant shall ensure proper traffic control is maintained for all utility adjustment work. Traffic control shall be coordinated with, and subject to approval by, the local agency(ies) with jurisdiction. Traffic control shall comply with the guidelines of the MUTCD and of Section 14 (Maintenance of Traffic) of this RFP document.

### **5. DELIVERABLES**

The Consultant shall provide all submittals described in this section to meet the project schedule, taking into account KYTC-designated review and response time. For this Project, KYTC requires 5 business days for review, comment, or approval of deliverables, provided that all required documentation is including in the submittal. At the sole discretion of KYTC, if it is determined that additional information is required in order to review and process the deliverable, the Consultant shall revise or add missing information as identified by KYTC, and said agency shall have 5 business days from the date of re-submittal for review and comment.

#### **5.1 Consultant's Utility Tracking Report and Project Coordination Requirements**

The Consultant shall maintain a utility tracking report in tabular form, listing all utilities located within the project right-of-way or otherwise potentially affected by the project. The utility tracking report shall include sufficient information regarding all factors needed to reasonably determine the status of each utility to be relocated as part of the project. The Consultant shall submit the utility tracking report to KYTC and update it monthly. The Consultant shall facilitate, at a minimum, quarterly utility company status meetings to discuss any project issues and to update KYTC on the progress being made on the project.

## 5.2 Utility Companies Contacts

Booneville Water & Sewer  
PO Box 218  
1 Mulberry St.  
Booneville, KY 41314  
(606)593-7800  
David Hall (606)454-8506

Jackson County Water Association  
PO Box 232  
Tyner, KY 40486  
(606)287-7000  
Howard Williams, President

Jackson Energy RECC  
PO Box 307  
115 Jackson Energy Lane  
McKee, KY 40447  
Carroll Wright, Gen. Mgr.  
(606)723-0311  
Keith Vickers (800)262-7480

Peoples Rural Telephone  
PO Box 159  
259 Main St.  
McKee, KY 40447  
Keith Gabbard, Gen. Mgr.  
(606)287-7101 - Office

Peoples Telecom  
PO Box 159  
259 Main St.  
McKee, KY 40447  
Howard Price  
(606)287-7101

Columbia Gas of Kentucky  
2001 Mercer Road  
Lexington, KY 50512  
Contact: Bryan Sloan  
859-288-0215

## **XVI. PREQUALIFICATION REQUIREMENTS**

To respond to this project, the consultant project team must be prequalified in the following areas by the response due date of this advertisement.

### **ROADWAY DESIGN**

- Rural Roadway Design
- Surveying

## STRUCTURES

- Spans under 500 feet

## GEOTECHNICAL SERVICES

- Drilling Services
- Engineering Service
- Laboratory Testing Services

## ARCHAEOLOGY

- Prehistoric
- Historic
- Air Quality Analysis
- Cultural Historic Analysis
- EIS Writing and Coordination
- Socioeconomic Analysis
- Stream Mitigation

## AQUATIC TERRESTRIAL ECOSYSTEMS

- Fisheries
- Macro-invertebrates
- Water Quality
- Botany
- Zoology
- Wetlands

## ENVIRONMENTAL & UST/HAZMAT

- Hazmat Preliminary Site Assessment (Phase I)
- Hazmat Site Recon/Sampling (Phase II)
- Hazmat Remediation Services
- UST Preliminary Site Assessment
- UST Leak Detection/Monitoring
- UST Tank Removal/Disposal
- UST Site Remediation Services

## RIGHT-OF-WAY SERVICES

- Right of Way Acquisition Services
- Right of Way Relocation Services

## **XVII. PROCUREMENT SCHEDULE**

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

**ADVERTISEMENT DATE • July 8<sup>th</sup>, 2014**

**RESPONSE DATE • Wednesday, August 6<sup>th</sup>, 2014 4:30 p.m. E.S.T. (Frankfort time)**

**FIRST SELECTION COMMITTEE • August 12<sup>th</sup>, 2014**

**FINAL SELECTION COMMITTEE • August 27<sup>th</sup>, 2014**

PRE-DESIGN CONFERENCE • September 3<sup>rd</sup>, 2014

TENTATIVE DEADLINE FOR CONSULTANT FEE PROPOSAL • September 12<sup>th</sup>, 2014

CONTRACT NEGOTIATIONS • September 26<sup>th</sup>, 2014

NOTICE TO PROCEED • November 1<sup>st</sup>, 2014

#### **XVIII. PROJECT SCHEDULE**

ALIGNMENT REVIEW MEETING • April 15<sup>th</sup>, 2015

DRAFT EA • November 15<sup>th</sup>, 2015

PRELIMINARY LINE AND GRADE INSPECTION • December 15<sup>th</sup>, 2015

PRELIMINARY RIGHT OF WAY PLAN SUBMITTAL (10-279.60) • February 15<sup>th</sup>, 2016

DRAFT FONSI • July 15<sup>th</sup>, 2016

#### **XIX. EVALUATION FACTORS**

Consultants will be evaluated by the selection committee based on the following, weighted factors:

1. Relative experience of consultant personnel assigned to project team with highway project for KYTC and/or federal, local or other state governmental agencies. (15 Points)
2. Capacity to comply with project schedule. (25 Points)
3. Past record of performance on projects similar in type and complexity. (15 Points)
4. Project approach and proposed procedures to accomplish the services for the project. (15 Points)
5. DBE Participation Plan (4 Points)
6. Consultant's offices where work is to be performed. (2 Points)

For state-funded projects, if a Selection Committee vote results in a tie between two (2) firms, one (1) of which will perform more of the work tasks in Kentucky than the other, then the former firm shall be ranked one (1) place ahead of the latter.

**XX. SELECTION COMMITTEE MEMBERS**

1. Darren Back, P.E., User Division
2. Keith Caudill, P.E., User Division
3. Diana Radcliffe, P.E., Secretary's Pool
4. Brad Eldridge, P.E., Secretary's Pool
5. Brad Rister, P.E., Governor's Pool

