

# A REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES CONTRACT

Department of Highways  
Professional Services Procurement Bulletin 2024-06  
Jefferson | 5-20061 | I-65

This document constitutes a Request for Proposals for a Professional 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 - Jefferson  
Route - I-65  
Item No. - 5-20061.00  
Project Description - Address pavement needs on I-65 between MP 131.24 and MP 135.672 and to replace bridge over Hill Street at MP 133.873; replace bridge over Brook Street at MP 134.753, and to replace bridge over Jacob and Broadway at MP 135.273.

## **II. PROJECT INFORMATION**

Project Manager - Royce Meredith, P.E.  
User Division - Construction  
Approximate Fee - \$15,000,000 Construction Engineering & Inspection (Specific Rate of Compensation)  
Project Funding - Federal Funds  
Project Length - Approximately 4.432 miles

## **III. PURPOSE AND NEED**

The Kentucky Transportation Cabinet (KYTC) is pursuing completion of the I-65 Central Corridor Project in Jefferson County. The project is being delivered using the Construction Manager/General Contractor delivery method, and the Contractor has been selected. The Commonwealth of Kentucky's Six-Year Highway Plan 2022-2028 (the "Highway Plan") currently includes several bridge replacements, rehabilitation, re-decking, pavement rehabilitation, and priority traffic improvement projects along Interstate 65 ("I-65") in Louisville, Kentucky, between the Watterson Expressway ("I-264") and the southern approaches to the I-65 Ohio River Bridges (ORB) (the "I-65 Corridor"). The Cabinet is considering organizing these individual projects along the I-65 Corridor into one or more combined packages which shall collectively comprise the Project. The I-65 Corridor runs through the heart of Louisville, providing access to major destinations including the Kentucky Exposition Center, University of Louisville, Louisville's Muhammad Ali International Airport, various hospitals, Churchill Downs, and densely populated residential neighborhoods. Additionally, I-65 is a federally designated truck route and designated

as a Tier 1 facility on the Kentucky Highway Freight Network (KHFN). Along and adjacent to the I-65 Corridor are the UPS Worldport, the UPS Air Cargo (UPS's international air hub), and a CSX container distribution yard. I-65 is also part of the National Highway System (NHS), the Strategic Highway Network (STRANHNET), and the State Primary System.

Considering the results of recent planning studies and bridge inspections, the Cabinet is considering accelerating the replacement, rehabilitation, or re-decking of additional bridges not originally identified in the Highway Plan. The Project may include up to 18 bridge structures of various scope and a pavement rehabilitation project.

As the lead oversight agency for the I-65 Central Corridor project, KYTC is seeking the following services for Construction Engineering and Inspection (CEI):

- Assistance with Contract Administration, Construction Oversight and Inspection
- Assistance with Material Sampling and Testing and Quality Assurance

KYTC is also seeking assistance with the following:

- Assistance with Disadvantaged Business Enterprise and Equal Employment Opportunity Oversight

#### **IV. DBE GOAL**

The Consultant team shall include a DBE Participation Plan with their Response to Announcement to help the Department meet the 11.95% DBE goal established by FHWA. The plan should demonstrate how DBE companies will be mentored or used to assist in the area(s) pertaining to this contract. An additional page will be allowed in the Project Approach (Section 7) to exhibit this plan. A maximum of four (4) points will be considered in the Evaluation Factors for the DBE Participation Plan.

#### **V. SCOPE OF WORK**

The Consultant selected as a result of this RFP shall be responsible for assisting KYTC in the contract administration, construction oversight, inspection, quality control, and quality assurance, of the I-65 Central Corridor project. Services provided by the Consultant shall comply with Department manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the Department. Such Department manuals, procedures, and memorandums are found at the State Construction Office's website.

1. It shall be the responsibility of the Consultant to administer and monitor the Construction Contract for the I-65 Central Corridor Project according to the current version of the Kentucky Construction Guidance Manual or as directed by the KYTC Construction Project Manager. With the assistance of KYTC, the consultant shall ensure that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall attend all meetings as directed, be responsive to the schedule and review times, and provide all technical assistance necessary to assure the contract requirements, as they pertain to the construction of the I-65 Central Corridor Project, are being met. The Consultant shall assign a Resident Engineer that assists KYTC in the management and coordination between the various construction elements of the project. The position shall serve as a single point of contact for KYTC regarding all construction related elements of the project. The authority of the Consultant's Resident Engineer shall be identical

to the Department's Section Engineer as outlined in section CST-105-2 of the Construction Guidance Manual.

The Resident Engineer shall coordinate the Construction Contract administration activities of all parties, other than the Contractor, involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the Department for failure of such parties to follow written direction issued by the Consultant.

Contract Administration and oversight shall be completed with Engineering Services that shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Phase Amendment(s). Maintaining complete, accurate records of all activities and events relating to the project and properly documenting all project changes. In addition to the work described above, the following services shall be performed:

- Attend a pre-service meeting for the Agreement with KYTC. Provide appropriate staff to attend and participate in the pre-service meeting. At the time of this meeting submit appropriate requests for network access to the KYTC Construction Project Manager for approval.
- Schedule and attend a Final Estimate informational meeting with the District Construction Office. Provide appropriate staff to attend and participate in this meeting.
- Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project.
- Analyze the Contractor's CPM project schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, float, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.
- Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
- Document utility construction progress to be performed by Utility Agencies. Facilitate coordination and communication between Utility Agency's representatives, Department's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including Department and Local Government owned facilities.
- Prepare and make presentations for meetings with project and / or department in connection with the project covered by this Agreement.
- Track, receive and submit Contractor payrolls to the appropriate KYTC personnel and perform field wage rate interviews; both according to the latest KYTC policies.
- Provide timely, professional responses to project inquiries including emails, telephone calls, etc.
- Collect photo and video documentation of the pre-construction conditions throughout the project limits. Provide a digital photo log of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy. These photographs shall be filed and maintained on the KYTC storage site using a digital photo management system. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

2. With the assistance of KYTC, the Consultant shall observe and inspect the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the Department, and direct the Contractor to correct such observed discrepancies. This includes sampling, testing, and control of materials utilized in the construction of the I-65 Central Corridor project.

The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Phase Amendment(s) to determine that the project is constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The Department will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

The Consultant shall monitor and inspect the Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the Department's procedures. Consultant employees performing such services shall be qualified in accordance with the Department's procedures. Inform the designated Department project personnel of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

The Consultant shall designate a **Lead Inspector** to serve as both Construction Oversight Manager and Materials Oversight Manager. The Lead Inspector shall take responsibility that all other inspectors working on the project are performing all appropriate inspections and documentation of the work and material components. The inspectors shall use inspection instruments, materials testing equipment and visual inspection to inspect the Contractor's work and ensure compliance with all contract provisions. The inspectors shall produce daily reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order that the Department may make timely payment to the Contractor. The inspectors shall keep complete and accurate records of all work performed and prepare final paperwork for the construction and materials used throughout the project in accordance with KYTC's current policies for work in Kentucky.

The Consultant shall provide inspectors who have successfully completed the certifications as specified in the Special Instructions section of this bulletin and are required to maintain these qualifications for the duration of the contract. The inspectors shall demonstrate experience and knowledge of onsite roadway construction inspection and record keeping; the inspectors shall be capable of handling the physical requirements needed to access and perform arms' length inspection of the entire project.

3. The Consultant shall serve as liaison between the Contractor's construction forces and KYTC. For the duration of the Agreement, keep the KYTC Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement. Facilitate communications between all parties (i.e. KYTC Design, Traffic, Permits, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process. Inform the designated Department project personnel of any design defects, reported by the Contractor or observed by the consultant. Submit all items relating to Payment

Requests, Personnel Approval, Changed Conditions, Time Extensions, and Supplemental Agreements to the KYTC Project Manager for review and approval.

~~The Consultant shall assist KYTC in providing effective communications with the public for the construction of the I-65 Central Corridor project. In consultation with KYTC, this includes day-to-day communications on construction impacts, traffic management, progress reports and other pertinent, factual information regarding the I-65 Central Corridor project. The Consultant shall work with KYTC and other project personnel including the Contractor to facilitate KYTC's ability to clearly and effectively communicate factual information to the public through the news media and other information channels by way of KYTC's project communications team.~~

4. The Consultant shall assist KYTC with oversight of DBE and Workforce/EEO compliance. The Resident Engineer shall serve as a DBE and EEO Compliance Liaison and shall attend all appropriate reviews, be responsive to the schedule and review times, and provide all technical assistance necessary to assure the contract requirements of the I-65 Central Corridor project for the DBE and Workforce/EEO compliance functions are being met, in cooperation with the KYTC Office for Civil Rights & Small Business Development (OCRSBD).
5. The Consultant's Resident Engineer shall assist KYTC in design review functions that could include the following: review of proposed shop drawings; review of sheeting/shoring plans; review of cofferdam designs; review of falsework designs; erection plans; other construction related design review functions that may arise but not specifically listed.

## **VI. SPECIAL INSTRUCTIONS**

The construction administration, inspection and materials sampling portions will be negotiated as specific rate of compensation and estimated fee. All other work will be negotiated as a cost-plus/fixed fee contract.

The cost per unit of work for inspection services is defined by the cost of the Services of worker and the unit will be an hour. The cost per hour will include the pay rate for the personnel classifications providing the inspections, any overtime, equipment, materials, overhead, travel expenses, profit and all other direct and indirect costs incurred by the Consultant to accomplish the work.

The inspection fee must be one (1) hourly rate for each Personnel Title for up to (3) three levels of Personnel Title (Senior, Mid & Entry). The rate should be all inclusive of overtime, equipment, overhead, travel, per diem expenses, management fee, profit and any direct or indirect expenses. The rate will apply from when the inspector reports to his assigned KYTC Project Manager. Daily or weekly commuting time will not be paid. Consultant employees will be required to sign daily time rosters to verify hours of work. The paid period for consultant workers starts when the employee reports to the office where they assigned. In the event travel is required it will be at the discretion of the KYTC Project Manager and paid at the all-inclusive rate for that level of inspector. The proposed all-inclusive hourly charge should include salary, overtime, overhead, management fees and any direct costs to cover whatever is needed.

**These hourly rates should be submitted to Eric Pelfrey, Director, Division of Professional Services via email at [eric.pelfrey@ky.gov](mailto:eric.pelfrey@ky.gov) by January 10, 2024 at 4:30pm ET to supplement the Response to Announcement.**

**OVERSIGHT AND TECHNICAL ASSISTANCE**

Once authorized and with approval of the KYTC Project Manager, the Consultant shall establish and maintain an appropriate staffing throughout the duration of the project and completion of the final estimate. It is anticipated that construction will begin in June of 2024, and it is estimated to end by December 2026. The Consultant Resident Engineer will be required to be available for Preconstruction Phase Work immediately upon execution of this agreement. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the Department has received a final packet from FHWA.

It should be understood that a full staff may not be required at all times during the duration of the contract nor through finalization of the project. The Department will coordinate with the Consultant regarding appropriate staffing needs. It is the Department’s intent to maintain the presence of the KYTC Project Manager to whom the Consultant’s Resident Engineer and staff will report to. As the Contractor operations on the contract diminish (inclusive of project phasing and seasonal slowdowns), the Consultant shall appropriately reduce the personnel it has assigned to the project in coordination with the KYTC Project Manager.

<b>Personnel Title</b>	<b>Full-Time</b>	<b>As-Needed</b>	
Resident Engineer	1		
Lead Inspector	1		
Structure Inspector		4-5	
Paving Inspector		1	*
Intern/Co-Op		1-2	
CPM Schedule Reviewer		1	*
Office Clerk		1	*

\* Personnel Titles marked with an asterisk (\*) indicate that the function will at most times only be part time or periodically short-term full time. It is expected that the consultant will serve these functions with home office staff that briefly report and charge to the project. Only a single hourly rate shall be required for these personnel titles.

**CONSTRUCTION INSPECTION EXPERIENCE & CAPABILITIES**

**General** - Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the Department. Staff that has been removed shall be replaced by the Consultant within one week of Department notification.

Provide competent personnel qualified by experience and education. Submit in writing to the KYTC Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The request for personnel approval shall be submitted to the KYTC Project Manager at least two weeks prior to the date an individual is to report to work. Inspectors that fail to show experience and understanding of construction practices, record keeping and workmanship in regard to inspections may be dismissed from the project without two weeks’ notice.

Before the project begins, all project staff shall have a working knowledge of the current KYTC specification / guidance documents and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the Department and should occur as workload permits.

Minimum qualifications for the Consultant personnel are set forth as follows. The inspectors should have all qualifications and / or certifications before reporting to duty. Exceptions or substitutions to these minimum qualifications and / or certifications will be considered on an individual basis. However, an individual working under the supervision and direction of a Resident Engineer or Lead Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the Department's procedures, Specifications and Design Standards will be obtained. The KYTC Project Manager or designee will have the final approval authority on such exceptions.

Grade & Drain Level I certification requires use of nuclear density machine (furnished by the department). The consultant inspector will be required to furnish his own badge and will track and report to the appropriate safety organization. Consultant inspectors will have to transport nuclear density machines from storage areas to the job site and be in compliance with policies on transportation and storage and supervision while the gauge is in their possession until it is stored properly at end of work day. State inspectors are required to attend safety classes presented by Troxler and the consultant inspectors shall have that same level of training. In the event KYTC finds it necessary for the consultant to provide a gauge for field testing, provision of the gauge shall be completed on a cost plus basis.

**Resident Engineer** - The Resident Engineer must be a senior level Resident Engineer.

Senior level must hold a Civil Engineering degree and be licensed as a professional engineer by the Kentucky State Board of Licensure for Professional Engineers and Land Surveyors OR must be licensed in another state with the ability to obtain a Professional Engineering license from the Kentucky State Board of Licensure for Professional Engineers and Land Surveyors within six months. And senior level must have six (6) years of engineering experience in addition to that required for licensure. A master's degree in engineering will substitute for one year of the required experience. Graduate work in engineering beyond a master's degree will substitute for the required experience on a year-for-year basis.

Certifications listed below shall be held and maintained by the Resident Engineer throughout the duration of the contract:

- ACI Level I Certification
- Aggregate Sampling Technician
- Grade & Drain Level I Technician
- Asphalt Field Technician
- Structural Inspection Level I
- KEPSC-RI qualification
- Work Zone Traffic Control Supervisor

**Lead Inspector** - The Lead Inspector shall be a senior level inspector.

Senior level must have ten (10) years of engineering-related experience. Technical or vocational training may substitute for required experience on a year-for-year basis, up to a maximum of four years OR must be a graduate of a college or university with a bachelor's degree in engineering technology, construction management, engineering science, engineering mechanics, geology, earth science, industrial technology, industrial drafting, design technology or construction technology and four (4) years of engineering-related experience.

Certifications listed below shall be held and maintained by the Lead inspector throughout the duration of the contract:

- ACI Level I Certification
- Aggregate Sampling Technician
- Grade & Drain Level I Technician
- Asphalt Field Technician
- Structural Inspection Level I
- KEPSC-RI qualification
- Work Zone Traffic Control Supervisor

**Structure Inspector** - Structure Inspectors may be a senior, mid or entry level inspector.

Entry level must have six (6) years of engineering-related experience. Technical or vocational training may substitute for required experience on a year-for-year basis, up to a maximum of four years OR must be a graduate of a college or university with a bachelor's degree in engineering technology, construction management, engineering science, engineering mechanics, geology, earth science, industrial technology, industrial drafting, design technology or construction technology.

Mid-level must have eight (8) years of engineering-related experience. Technical or vocational training may substitute for required experience on a year-for-year basis, up to a maximum of four years OR must be a graduate of a college or university with a bachelor's degree in engineering technology, construction management, engineering science, engineering mechanics, geology, earth science, industrial technology, industrial drafting, design technology or construction technology and two (2) years of engineering-related experience.

Senior level must have ten (10) years of engineering-related experience. Technical or vocational training may substitute for required experience on a year-for-year basis, up to a maximum of four years OR must be a graduate of a college or university with a bachelor's degree in engineering technology, construction management, engineering science, engineering mechanics, geology, earth science, industrial technology, industrial drafting, design technology or construction technology and four (4) years of engineering-related experience.

Certifications listed below shall be held and maintained by Grade & Drain / Utility inspectors throughout the duration of the contract:

- ACI Level I Certification
- Aggregate Sampling Technician
- Grade & Drain Level I Technician



- Structural Inspection Level IKEPSC-RI qualification

**Paving Inspector** - Paving Inspectors may be a senior, mid or entry level inspector.

Entry level must have six (6) years of engineering-related experience. Technical or vocational training may substitute for required experience on a year-for-year basis, up to a maximum of four years OR must be a graduate of a college or university with a bachelor's degree in engineering technology, construction management, engineering science, engineering mechanics, geology, earth science, industrial technology, industrial drafting, design technology or construction technology.

Mid-level must have eight (8) years of engineering-related experience. Technical or vocational training may substitute for required experience on a year-for-year basis, up to a maximum of four years OR must be a graduate of a college or university with a bachelor's degree in engineering technology, construction management, engineering science, engineering mechanics, geology, earth science, industrial technology, industrial drafting, design technology or construction technology and two (2) years of engineering-related experience.

Senior level must have ten (10) years of engineering-related experience. Technical or vocational training may substitute for required experience on a year-for-year basis, up to a maximum of four years OR must be a graduate of a college or university with a bachelor's degree in engineering technology, construction management, engineering science, engineering mechanics, geology, earth science, industrial technology, industrial drafting, design technology or construction technology and four (4) years of engineering-related experience.

Certifications listed below shall be held and maintained by Paving inspectors throughout the duration of the contract:

- ACI Level I Certification
- Aggregate Sampling Technician
- Asphalt Field Technician
- Work Zone Traffic Control Technician

**Intern / Co-Op** - The Intern / Co-Op position represents a training and mentorship opportunity for participants to gain the knowledge and experience necessary to become Project Inspectors. The Intern / Co-Op is an individual not yet qualified as a Project Inspector. The individual is hired on a full-time or part-time basis and is closely supervised by either a qualified Project Inspector, Lead Inspector, or Resident Engineer.

Commensurate with the term of employment and expected duties, the consultant shall give support to the Intern / Co-Op in pursuing certification in ACI Level I, Aggregate Sampling, Asphalt Field Technician and Work Zone Traffic Control. Intern / Co-Ops may be a senior, mid or entry level worker.

Entry level must have High School Diploma or approved high school equivalency and the ability to read, write, and communicate in English and do basic math computation for length, area and volume. No project technical/field experience required.

Mid-level must meet the requirements of entry level and have a minimum of 6 months of full time

involvement in activities related to the inspection and testing of highway construction. Or, at a minimum, be enrolled in an Associate Degree program or higher in Civil Engineering Technology, Construction Engineering Technology or Construction Management.

Senior level must meet all requirements for Mid-level and possess an additional 6 months of full time heavy highway project technical/field experience.

Once hired and prior to the start of work, submit to the KYTC Project Manager the prospective Project Inspector Intern's: Position Level, Resume, Proposed Training program, (including a plan for providing technical experience, mentoring and supervision, including the name and title of the supervisor) and proof of education / enrollment.

In accordance with Federal regulation, KYTC will establish a consultant direct salary limitation for the Intern / Co-Op(s) based upon "...an objective assessment of the reasonableness of proposed rates performed in accordance with the reasonableness provisions of the Federal cost principles." The Maximum direct salary rates for each level of Intern / Co-Op will be written directly into the Consultants Agreement. KYTC will review these rates annually for adjustment as needed.

**CPM Schedule Reviewer** - Assist on an as needed basis to review and analyze CPM baseline schedule and subsequent updates submitted by the contractor. A full time scheduler working on the project is not anticipated. The extent of involvement is anticipated to include review and analysis of baseline and subsequent monthly updates, and as needed with delay scenarios. Field review of work progress is also anticipated. Ultimately, involvement will be as determined by the by the KYTC Project Manager in conjunction with the Consultant Resident Engineer. This may require attendance at project progress meetings as needed.

The CPM Schedule Reviewer shall have at least two years' experience in highway construction as well as a minimum of five years of construction experience as a scheduler (or similar position) on similar types of construction projects. Work performed will be at the general direction of the KYTC Project Manager in conjunction with the Consultant Resident Engineer.

**Office Clerk** - Prepares and maintains construction project records and reports which may include entering information into ProjectWise and SiteManager and other Document Management Systems. Performs other miscellaneous duties as assigned by the Resident Engineer and KYTC Project Manager. A full time office clerk working on the project is not anticipated.

The Office Clerk shall have: A high school diploma or high school equivalency; formal education in arithmetic that includes addition, subtraction, multiplication, division, fractions, percentages & decimals, reading, writing and speaking common English vocabulary; and two (2) years training and experience in office practices and procedures, including use of Microsoft Word, Excel and Outlook.

## **MATERIALS SAMPLING & TESTING SERVICES**

The selected firms must be capable of performing a variety of materials sampling and testing services as required by the 2019 Kentucky Standard Specifications, 2014 KYTC Materials Guidance Manual, I-65 Central Corridor project documents and other contract documents. The selected firm shall perform sampling and testing of component materials and completed work in accordance with the Construction Phase Amendment(s) documents. The minimum sampling frequencies set out in the Department's Materials Guidance Manual shall be met. In complying

with the aforementioned guidance, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

Sampling, testing and laboratory methods shall be as required by the Department's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Transport samples to be tested in a Department laboratory to the appropriate laboratory or appropriate local KYTC facility.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

Input verification testing information and data into the Department's database using written instructions provided by the Department.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

The selected firm will also be required to prepare a quarterly report for KYTC outlining that all required sampling and testing is current, and the status of clearing any failing materials issues.

The Department will perform inspection and sampling of materials and components at locations remote from the project site and the Department will perform testing of materials normally done in a laboratory remote from the project site.

In the event KYTC finds it necessary for the consultant to perform laboratory testing, the testing shall be completed on a cost plus basis.

The Department will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

## **ITEMS TO BE FURNISHED BY THE DEPARTMENT TO THE CONSULTANT**

The Department, on an as needed basis, will furnish the following Construction Phase Amendment(s) documents for each project. These documents may be provided in either paper or electronic format.

- Construction Plans
- Supplemental Files
- Copy of the Executed Construction Phase Amendment(s)

The Department will provide a KYTC Network account to allow access to SiteManager through Citrix and web access to KYTC's ProjectWise depository upon receipt of the TC 17-9 for each requested account.

The Department will provide SiteManager accounts for inspection staff at the request of the Consultant for the referenced Contract.

## ITEMS TO BE FURNISHED BY THE CONSULTANT

**Department Documents** - All applicable Department documents referenced herein shall be a condition of this Agreement. All Department documents, directives, procedures, and standard forms are available through the Department's Internet website.

**Office Automation** - Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

Provide each member of the inspection staff a laptop computer (or tablet) with Citrix Receiver installed and the ability to use a mobile broadband connection at the jobsite. All electronic data entry shall be input by Consultant personnel using equipment furnished by them.

All informational, contractual and other business required for this project will be through a system of paperless electronic means. When the specifications require a written submission of documentation, such documents must be submitted electronically. The Department will provide access to a ProjectWise collaboration site to facilitate the electronic document exchange. All persons requiring access to the collaboration site shall be identified during the preconstruction conference.

Ownership, possession, maintenance and IT support of computer equipment and related software, which is provided by the Consultant, shall remain at all times the responsibility of the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. All equipment should be maintained and operational at all times.

**Vehicles** - Provide vehicles for the inspection staff equipped with appropriate safety equipment and able to effectively carry out requirements of this Agreement. Vehicles shall have the name of the consulting firm visibly displayed on both sides of the vehicle.

**Field Equipment** - Supply basic survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items. Provide digital cameras for photographic documentation of pre-construction state and of noteworthy activities, incidents or events during construction.

Hard hats and Personal Protective Equipment (PPE) shall have the name of the consulting firm visibly displayed. The consultant shall be responsible to provide all PPE required for the jobsite.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field equipment shall be maintained and in operational condition at all times.

**Licensing for Equipment Operations** - Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the Department, upon request.

## **QUALITY ASSURANCE AND PERFORMANCE OF THE CONSULTANT**

**Quality Assurance Plan** - Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the KYTC Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the Department approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

- **Organization:** A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
- **Quality Assurance Reviews:** Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.
- **Quality Assurance Records:** Outline the types of records which will be generated and maintained during the execution of the QA program.
- **Control of Subconsultants and Vendors:** Detail the methods used to control subconsultant and vendor quality.
- **Quality Assurance Certification:** An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with KYTC specifications, plans, standard indexes, and Department procedures.

**Quality Assurance Reviews** - Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the KYTC Construction Project Manager in written form no later than one (1) month after the review.

**Quality Records** - Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be kept at the primary job site and shall be subject to audit review.

**Performance of the Consultant** - During the term of this Agreement and all Supplemental Amendments thereof, the Department will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, Quality Assurance Review and administrative activities, to determine compliance with this Agreement. Cooperate and assist Department representatives in conducting the reviews. If deficiencies are indicated, remedial

action shall be implemented immediately. Department recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies.

Remedial actions and required response times may include but are not necessarily limited to the following:

1. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
2. Immediately replace personnel whose performance has been determined by the Consultant and/or the Department to be inadequate.
3. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
4. Increase the scope and frequency of training of the Consultant personnel.

## **PROFESSIONAL LIABILITY**

Firms must provide proof of a minimum of \$1,000,000 in professional liability.

## **OTHER SERVICES**

Upon written authorization by the KYTC Project Manager or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the Department to supplement the Consultant services under this Agreement.

- Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- Provide inspection services or material testing in addition to those provided for in this Agreement.

Instructions for Response to Announcement can be found at:

<https://transportation.ky.gov/ProfessionalServices/Pages/Respond-to-an-Announcement.aspx>

KYTC will allow the following modifications to the standard response format for response to this project advertisement only.

- Section 3: Project Team Organizational Chart and Section 5: Available Team Workload Capacity, KYTC will allow for 11" x 17" pages to be used and to count as two pages
- Section 4 (A-E): Resumes, may be expanded not to exceed 10 pages total (A-J). The consultant must present their proposed Home Office CEI Program Manager, Resident Engineer, Lead Inspector, Structure Inspectors and Primary CPM Schedule Reviewer
- Section 5 (A-B): Workload / commitments, may be expanded not to exceed 4 pages total (A-D); again 11" x 17" pages will count as 2 pages
- Section 7 (A-C): Project Approach, may be expanded not to exceed 5 pages total (A-E). As standard procedure, the DBE participation plan should also be included in this portion of the response

If a consultant firm supplies Quality Control (QC) technicians for a contractor, it will be considered a conflict of interest if the consultant also supplies inspection services for the Department.

Consultant inspection services may be supplied to a contractor when the Department is not utilizing Consultant inspection services from that firm in the assigned Region. A firm under contract with KYTC for Consultant inspection services should not engage in providing QC inspection services to a contractor who performs work for KYTC in the firm's assigned Region.

Subcontracting may be allowed if approved by the KYTC Project Manager. The request to subcontract must include a company prequalified with a brief description of the work to be performed by the subcontractor along with an explanation of why the subcontract is warranted. The request to allow subcontracting will be evaluated on a case-by- case basis. The Project Manager will notify the Consultant of decision within seven (7) days.

**Note: No firm engaged in QA/QC work with a contractor doing business with the Cabinet may supply inspections services for the Cabinet. If directed by the Cabinet, the selected Consultant may also be required to mitigate any inspection deemed as a potential conflict of interest to the Cabinet on a case-by-case basis.**

## **VII. PREQUALIFICATION REQUIREMENTS**

To respond to this project the Consultant must be prequalified in the following areas by the response due date of this advertisement:

### [Construction Engineering Services](#)

- Construction Scheduling / Claims Analysis
- Construction Project Supervision

## **VIII. ORGANIZATIONAL CONFLICTS OF INTEREST**

The Consultant shall not supply Quality Control technicians for the Contractor. This is considered a conflict of interest.

All Proposers are directed to the requirements of 23 CFR § 636.116 and 23 CFR § 637.209(c) as it relates to organizational conflicts of interest on federal design-build contracts.

Pursuant to 23 CFR § 636.116 and to the Notice to Prospective Proposers for the Design-Build Administration of the I-65 Central Corridor Project on Organizational Conflicts of Interest (Notice), issued in compliance therewith, all prospective Proposers provided KYTC with disclosures concerning organizational conflicts of interest. Those disclosures provided all information regarding any potential organizational conflict of interest; provided all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest; stated how the prospective Proposer's interests, or those of its chief executives, directors, key project personnel, or any proposed subconsultant may result or could be viewed as an organization conflict of interest; and, where organizational conflicts of interests were identified, the prospective Proposers described any actions that could be taken to avoid, neutralize or mitigate such conflict. Where no potential organizational conflicts of interest were present, the prospective Proposers provided a certification stating as such. **Disclosures and mitigation plans for organizational conflicts of interest shall be submitted to Eric Pelfrey, Director,**

**Division of Professional Services via email at [eric.pelfrey@ky.gov](mailto:eric.pelfrey@ky.gov) by December 19, 2023 at 4:30pm ET.**

Based on a review of the information submitted by the prospective Proposers, KYTC will make written determinations of whether the prospective Proposer's interests created an actual or potential organizational conflict of interest. KYTC will determine for each prospective Proposer that (1) there is no organizational conflict of interest; (2) there is an organizational conflict of interest and it can potentially be mitigated; or (3) there is an organizational conflict of interest and it cannot be mitigated. Those prospective Proposers for whom KYTC determined that there was no organizational conflict of interest or that there is an organizational conflict of interest that can potentially be mitigated are eligible to submit a response to this RFP. KYTC's previous determination, however, shall not be binding on it if any of the material facts regarding the prospective Proposers past, present, or current interests change, or its proposed role in the I-65 Central Corridor Project changes in any material manner.

Any prospective Proposer for whom KYTC determined that there is an organizational conflict of interest that cannot be mitigated shall not be eligible to submit a proposal in response to this RFP. Any response submitted shall be disqualified from consideration.

All documentation regarding the Proposer's submission in response to the Notice shall be attached to any Proposal made in response to this RFP. Any Proposer that failed to make a submission as directed in the Notice or that fails to attach the related documentation to the response to this RFP shall be disqualified from consideration.

Any Proposer for whom KYTC determined that there is an organizational conflict of interest that can be potentially mitigated, if selected, shall agree to perform the acts necessary to avoid, neutralize, or mitigate such conflict as KYTC deems necessary, in its sole discretion. If the Proposer fails to agree to the required mitigation actions, that Proposer shall not receive the award and negotiations shall begin with the Proposer with the next highest rank.

A complete listing of firms that have requested determination of an organizational conflict of interest and have been determined to have none will be posted on the KYTC's Division of Professional Services website.

## **IX. PROCUREMENT SCHEDULE**

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

- Advertisement Date: December 12, 2023
- Response Date: January 10, 2024 by 4:30 PM ET (Frankfort Time)
- First Selection Meeting: January 16, 2024
- Final Selection: January 31, 2024
- Pre-Design Conference: February 7, 2024
- Consultant Fee Proposal: February 12, 2024
- Contract Negotiations: February 24, 2024
- Notice to Proceed: March 20, 2024



## **X. PROJECT SCHEDULE**

The Contract will be in effect upon written notification to proceed by the Department.

While no personnel shall be assigned until written notification by the Department has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the Department and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, if available the Consultants primary personnel may be allowed an accumulation of thirty (30) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed and ninety (90) calendar days after final acceptance of the Construction Phase Amendment(s) to complete the final estimate and demobilize.

Estimated date of construction contract completion is December 31, 2027.

## **XI. EVALUATION FACTORS**

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

1. Relative experience of Proposer personnel and inspection staff assigned to the project team with interstate project(s), bridge and roadway construction projects of a similar nature for KYTC, and/or other federal, local or state governmental transportation agencies. Proposers will need to demonstrate appropriate qualifications with inspection staff as identified in the special instructions section (40 points)
2. Organizational structure of Proposer and approach of Proposer to managing quality control and quality assurance on behalf of the owner. Approach needs to demonstrate a strong understanding of the project and familiarity with an alternative delivery method. (40 points)
3. Capacity and availability of team members over the life of the contract. (40 points)
4. DBE Participation Plan (4 points)

## **XII. SELECTION COMMITTEE MEMBERS**

1. Royce Meredith, P.E., User Division
2. Erika Drury, P.E., User Division
3. Amanda Desmond, P.E., Secretary's Pool
4. Casey Smith, P.E., Secretary's Pool
5. Cindy Evensen, Governor's Pool

### XIII. AREA MAP

