

February 8, 2019

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**PROFESSIONAL LAND SURVEYING SERVICES**

PROPOSAL DUE:

Estill County Board of Education  
253 Main Street  
Irvine, Kentucky 40336  
606-723-2181



## **REQUEST FOR QUALIFICATIONS/PROPOSALS**

### **PROFESSIONAL LAND SURVEYING SERVICES**

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#### **SYNOPSIS**

The Estill County Board of Education is requesting proposals, from Professional Land Surveyors, licensed in the State of Kentucky, to perform land surveying services on an as-needed or project basis. Specific services shall be on-call and shall include all duties typically expected of a Professional Land Surveyor or surveying firm.

#### **SCOPE OF SERVICES**

The services to be performed by the surveyor or surveying firm, include, but are not limited to:

- Prepare legal descriptions, plats and maps for combining several adjoining property deeds into one deed
- Perform boundary line adjustments
- Replace lost or obliterated property corners
- Set boundary markers or property corners, also known as monuments
- Locate, relocate, establish, reestablish, or retrace any property line or boundary of any parcel of land, right-of-way, easement, or alignment of those lines or boundaries
- Prepare Record of Surveys
- Review maps and/or surveys such as Parcel Maps, Final Maps, or Tentative Maps
- Stake the location of fixed engineering works for construction purposes
- Investigate boundary discrepancies
- Determine contours of the earth's surface for topographic maps
- Photogrammetric surveying or aerial topographic mapping or aerial photography

#### **SUBMITTAL CONTENT**

To standardize responses and simplify the comparison and evaluation, all statements must be organized in the manner set forth below, separated into sections, and appropriately labeled. All information and materials requested shall be provided in the proposal under a single cover. The submittal length shall be limited to a maximum of 20 single-sided pages.

Cover Letter – The letter should state the firm's interest and include pertinent information for the firm's contact person. The cover letter must be signed by an individual authorized to negotiate on behalf of the Consultant's firm.

General Firm Profile - A general description of the firm is required. Describe the services provided by the firm, the location of main and branch offices, and the number of years the firm has provided services similar to those requested by this RFP.

Key Personnel - Provide the names of the Professional Land Surveyors, with a brief summary of the areas of their expertise. Any change in key personnel will require Board approval.

Supplemental Information - Firms are encouraged to submit any additional information that may be considered by the selection panel.



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Labor Rate Proposal – Within the proposal, provide a cost breakdown of work per hour (e.g., hourly rate of labor, materials, and equipment) or per task. The cost rates shall be fixed for the duration of the agreement.

The most successful proposer(s) will be required to enter into a 2-year contractual agreement with the Board, inclusive of insurance and indemnification requirements with the Board in accordance with the Professional Services Agreement (Attachment A).

The Board is not responsible for costs associated with the preparation of the proposals; there is no express or implied obligation for the Board to reimburse Consultant for any expenses incurred in preparing or submitting a proposal. The Board reserves the right to accept or reject any and all proposals.

All data, documents and other products submitted in response to this RFP remain the property of the Board. Board reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP and the appendices hereto, unless clearly and specifically noted in the proposal and confirmed in the contract between the Board and the selected Consultant.

Materials submitted by Consultant are subject to public inspection under the Kentucky Public Records Act (Government Code Section 6250 et seq.), unless exempt.

### **CONSULTANT SELECTION PROCESS**

All Proposals (3 printed copies) in response to this RFP shall be received by the Estill **County Board of Education** by **4 PM**,

The submittal shall be delivered to;

Estill County Board of Education  
253 Main Street  
Irvine, KY 40336  
Attention Angela D. Howell  
Finance Director

### **Anticipated Consultant Selection Schedule:**

- Proposal Due February 14, 2019 by 1 pm.
- Proposal Awarded February 22, 2019



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• **References:**

The consultant shall provide three (3) references for similar, successfully completed services.

**Consultant Selection Criteria:**

Each proposal will be evaluated and ranked by a Board-appointed selection committee to determine the individual's and/or firm's ability to meet the RFP requirements. Consultants with top-ranked a proposal will be invited to an interview which will be ranked by a similar selection committee. A final ranking will be determined by a weighted 35 percent proposal ranking and 65 percent interview ranking. Failure to meet the requirements of this RFP will be cause for rejection of proposals and omission from the selection process.

The proceedings of the selection committee are confidential. Members of the Selection Committee are not to be contacted by the consultants.

The proposals will be evaluated based on the Consultant Proposal Rating Form (Attachment B)

**INQUIRIES**

All inquiries shall be directed to Angela D. Howell, Finance Director, at (606)723-2181 or [angie.howell@estill.kyschools.us](mailto:angie.howell@estill.kyschools.us)

. **This RFP is also available for viewing and downloading on the Estill County Board of Education Website at [www.estill.k12.ky.us](http://www.estill.k12.ky.us)**

**ATTACHMENTS**

Attachment A - Professional Services Agreement

Attachment B - Consultant Proposal Rating Form

## ESTILL COUNTY BOARD OF EDUCATION

### PROFESSIONAL SERVICES AGREEMENT

#### **PROJECT: Professional Surveying Services**

THIS AGREEMENT, dated \_\_\_\_\_, 2019, for identification purposes, is made and entered into by and between the ESTILL COUNTY BOARD OF EDUCATION, a municipal Corporation, hereinafter designated as "BOARD", and \_\_\_\_\_, hereinafter designated as "CONSULTANT."

#### **NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

- 1. SCOPE OF WORK.** The project is more particularly described as follows:  
[insert a brief description of the work to be done].
  
- 2. INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the BOARD shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the BOARD as an agent, or to bind the BOARD to any obligation whatsoever, unless specifically authorized in writing by the Finance Director. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Finance Director. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. CONSULTANT shall report to the BOARD any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the BOARD.
  
- 3. LIABILITY INSURANCE.**
  - a. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.
  - b. CONSULTANT shall maintain liability insurance in the following minimum limits:

## Professional Surveying Services

### Comprehensive General Liability Insurance

(Bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

### Commercial General Liability Insurance

(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

- c. If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the BOARD may require additional coverage to be purchased by the CONSULTANT to restore the required limits.
- d. All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the Estill County Board of Education as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the Board as additional insured shall be primary insurance and other insurance maintained by the Estill County Board of Education, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- e. All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of Kentucky to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- f. CONSULTANT shall provide thirty (30) days written notice to the BOARD should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any

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material change in the policy prior to the expiration shall be considered a cancellation.

- g. CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the Board Attorney, concurrently with the submittal of this Agreement.
- h. CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- i. Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

**4. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

**5. CONSULTANT'S INDEMNIFICATION OF BOARD.** To the greatest extent Allowed by law, CONSULTANT shall indemnify and hold harmless the BOARD and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the BOARD, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the BOARD, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the BOARD, defend any such

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suit or action brought against the BOARD, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of BOARD shall not be limited by any prior or subsequent declaration by the CONSULTANT.

**6. OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the BOARD. The BOARD agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting CONSULTANT's participation in this project.

**7. COMPENSATION.** CONSULTANT'S compensation for all work performed in Accordance with this Agreement, shall not exceed the total contract price of \$\_\_\_\_\_

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Finance Director. CONSULTANT shall obtain approval by the Finance Director prior to performing any work that results in incidental expenses to BOARD.

**8. TIMING REQUIREMENTS.** Time is of the essence in the performance of work Under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing.

**9. ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between BOARD and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

**10. INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of Kentucky. The Agreement does not limit any other rights or remedies available to BOARD.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.



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Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

**11. AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

**12. TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the BOARD, then the BOARD shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The BOARD shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

**13. SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the BOARD.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

[NAME OF CONSULTANT]	ESTILL COUNTY BOARD OF EDUCATION
By: _____	By: _____
Name/Title	Superintendent
Date: _____	Date: _____

**Professional Surveying Services**

By: \_\_\_\_\_  
Name/Title

APPROVED AS TO FORM:

Date: \_\_\_\_\_

\_\_\_\_\_  
Board Attorney

Employer ID No. \_\_\_\_\_

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

**Estill County Board of Education**  
**CONSULTANT PROPOSAL RATING FORM**

Name of Firm(s):

Date:

Project/Service:

Project/Acct. No.:

ITEM	POINTS	CONSULTANT				
<b>I. QUALIFICATIONS OF FIRM AND MEMBERS:</b>	30					
A. Specialized expertise of members						
B. Adequacy of staff and resources.						
<b>II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:</b>	20					
A. Comparable work (local area preferred).						
B. Proposal submitted by Oceanside firm.						
C. Proposal included an Oceanside firm as part of a consulting team.						
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.						
<b>III. ABILITY TO PROVIDE SERVICES:</b>	10					
A. Ability to complete job on time.						
<b>IV. QUALITY OF PROPOSAL:</b>	20					
A. Satisfactorily address all objectives.						
B. Provide additional amplifying information.						
C. Presentation, clarity, neatness.						
<b>V. WORK PERFORMANCE FOR THE BOARD:</b>	10					

A. No work in past 12 months.						
B. Work in past 12 months - ** Deductions based on contract, see below						
<b>VI. PRICE:</b>	10					
A. Overall cost.						
<b>TOTALS:</b>	100	0	0	0	0	0

Ranking:

Rated By:

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\* Deductions:** Contract Amount >\$25,000 = 0 points; >\$50,000 = -2 points; >\$100,000 = -4 points; >\$150,000 = -6 points; >\$200,000 = -8 points