



CITY OF ALEXANDRIA, KENTUCKY

Request for Qualifications

**ALEXANDRIA E. MAIN STREET SIDEWALK, PHASE 1
KYTC ITEM # 6-3040.00**

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REQUEST FOR QUALIFICATIONS

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SECTION 1.

INVITATION AND INSTRUCTION TO INTERESTED DESIGN FIRMS

- 1.0 Invitation: **The City of Alexandria, KY** (“CITY”) is now accepting Statements of Qualifications for engineering services related to the SNK funded, **Alexandria E. Main Street Sidewalk, Phase 1** project. Statements of Qualifications (SOQ) submitted for evaluation by interested firms shall be evaluated according to the following criteria: a) Firm qualifications; b) Ability and expertise of professional personnel; c) Familiarity with the project and understanding of the City’s goals; d) Past record and experience on similar projects; and e) Consultant office location. Proposals for the cost of the proposed project shall not be a factor in the evaluation of firms, until negotiations are begun in accordance with KRS 45A.750.

Four (4) sealed copies along with a digital copy of the SOQ will be received at the office of the City beginning **September 17th, 2024 at 11:00 AM, Local Time**. SOQs received after **11:00 AM on October 8th, 2024**, will be unopened.

Consultant Questions and Inquiries: Questions and inquiries from interested firms on the specifications of this SOQ shall be directed to:

David Plummer, City Administrator
City of Alexandria
8236 W. Main Street
Alexandria, KY 41001
(859) 635-4125
DPlummer@alexandriaky.org

Any information provided is not official unless provided in writing by the City. Any unauthorized contact with any other City official or employee in connection with this Request for Qualifications (RFQ) is prohibited and shall be cause for disqualification of the Consultant. No questions or inquiries will be allowed after 4:00 PM on October 3rd, 2024.

Careful attention must be paid to all requested items contained in this Request for Qualifications (RFQ). Interested firms are invited to submit SOQs in accordance with the requirements of this RFQ. Please read the entire package before submitting. Interested firms shall make the necessary entry in all blanks provided for the responses.

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

By submitting an SOQ, the consultant acknowledges and agrees to be bound by the terms

and conditions of the solicitation. This SOQ document including all terms, conditions and specifications contained herein shall become the basis of contract upon award by the City. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the City.

- 1.1 Sealed SOQs will be accepted in accordance with the instructions detailed in section 1.0. The Consultant shall file all documents necessary to support its proposal and include them with its proposal. Interested firms shall be responsible for the actual delivery of SOQs before the deadline to the address indicated in the RFQ advertisement and as listed above. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for receipt of SOQs.

SECTION 2.

GENERAL PROVISIONS

- 2.0 Each Statement of Qualification shall comply with all Federal, State & Local regulations concerning architectural/engineering design services.

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

- 2.1 Failure to submit ALL forms and information required in this SOQ may be grounds for disqualification.
- 2.2 Liability: The City is not responsible for any cost incurred in the preparation of SOQs.
- 2.3 Bribery Clause: By his/her signature on the proposal, the Consultant certifies that no employee of his/hers, any affiliate or Subconsultant, has bribed or attempted to bribe an officer or employee of the City.
- 2.4 Ambiguity, Conflict or other Errors in the RFQ: If a Consultant discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, they shall immediately notify the City of such error in writing and request modification or clarification of the document.
- 2.5 Cancellation: If the services to be performed hereunder by the consultant are not performed in an acceptable manner to the City, the City may cancel this contract for cause by providing written notice to the consultant, giving at least thirty (30) days' notice of the proposed cancellation and the reasons for same. During that time period, the consultant may seek to bring the performance of services hereunder to a level that is acceptable to the City and the City may rescind the cancellation, if such action is in the City's best interest.

A. Termination for Cause

- (1) The City may terminate a contract because of the consultant's failure to perform its contractual duties.
- (2) If a consultant is determined to be in default, the City shall notify the consultant of the determination in writing, and may include a specified date by which the consultant shall cure the identified deficiencies. The City may proceed with termination if the consultant fails to cure the deficiencies within the specified time.
- (3) A default in performance by a consultant for which a contract may be terminated shall include, but shall not necessarily be limited to:

- (a) Failure to perform the contract according to its terms, conditions and specifications;
- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- (c) The filing of a bankruptcy petition by or against the consultant; or
- (d) Actions that endanger the health, safety or welfare of City or its citizens.

B. At Will Termination

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

- 2.6 Assignment of Contract: The Consultant shall not assign or subcontract any portion of the Contract without the express written consent of the City. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the City shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the City.
- 2.7 No Waiver: No failure or delay by the City in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by the City in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of the City hereunder or shall operate as a waiver thereof.
- 2.8 Authority to do Business: The consultant must be duly organized and authorized to do business under the laws of Kentucky. Consultant must be in good standing and have full legal capacity to provide the services specified under this Contract. The Consultant must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Consultant to enter into this Contract. The consultant will provide the City with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the consultant is authorized to do business in the State of Kentucky, if requested. All SOQs must be signed by a duly authorized officer, agent or employee of the consultant.
- 2.9 Taxes: It is the consultant's sole responsibility to obtain a City (or Campbell County County-wide) Business License before commencement of any work. Failure to obtain a Business License or pay any and all local taxes levied by the City shall cause the Contract to be determined void.
- 2.10 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the

U.S. District Court for the Eastern District of Kentucky. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

- 2.11 Ability to Meet Obligations: Consultant affirmatively states that there are no actions, suits or proceedings of any kind pending against consultant or, to the knowledge of the consultant, threatened against consultant before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of consultant to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The consultant shall reveal any final determination of a violation by the consultant or subconsultant with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the consultant or subconsultant. The consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the consultant or subconsultant for the duration of the contract.

STATEMENT OF QUALIFICATION

SUBMITTED BY:

By signing below you are agreeing to all City of Alexandria Terms & Conditions that are a part of this Request for Qualifications.

Include this page in your response to this RFQ

Firm: _____

By: _____

Title: _____

E-Mail Address: _____

Address: _____

Telephone _____

Fax: _____

Date: _____

City of Alexandria Business License Number: _____

Federal ID Number: _____

Consultant's DUNS Number: _____

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

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

(Consultant Signature)

(Date)

**Please include a copy of your W-9 with your submitted proposal.
You cannot be awarded a contract until this is submitted.**

I acknowledge receipt of the following Addendum:

Addendum #1: (n/a)

Addendum #2: (n/a)

Addendum #3: (n/a)

Any Additional Addendum (list all numbers): (n/a)

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

SECTION 3.

HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS

3.0 HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Consultant agrees to indemnify, hold harmless, and defend the City, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting directly from the Consultant's (or Consultant's subconsultants, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the City or its elected and appointed officials and employees acting within the scope of their employment.

3.1 INSURANCE REQUIREMENTS

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

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

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

1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage
 - b. Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Consultants Protective Liability
 - f. Personal Injury
2. **AUTOMOBILE LIABILITY** insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
3. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342. **EMPLOYERS' LIABILITY** with a **\$100,000** Limit of Liability for Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee
4. **PROFESSIONAL LIABILITY (Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

3.2 ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the City.

3.3 MISCELLANEOUS

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

Certificates of Insurance shall be furnished to the City before the expiration date.

D. Certificates of Insurance as required above shall be furnished, as called for:

1. No later than five (5) days after the successful submitting firm is notified of award by the City to:

David Plummer, City Administrator
City of Alexandria
8236 W. Main Street
Alexandria, KY 41001
(859) 635-4125
DPlummer@alexandriaky.org

- E. The Consultant agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement.
- F. Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the City does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.

SECTION 4.

REQUEST FOR QUALIFICATIONS

Alexandria E. Main Street Sidewalk, Phase 1

4.1 Introduction:

Right now, there is no safe option for people living in adjacent residential areas to access community anchors like downtown, Community Park and the Fairgrounds except to get into their vehicles and drive there. The existing sidewalks on E. Main Street are sporadic and in some areas pedestrians currently either walk in the street or in the grassy ROW area (currently uncurbed with no barrier between passing vehicles and pedestrians). The proposed project will offer another alternative. Residents are much more likely to choose to walk when they know they have an uninterrupted, smooth surface that has meaningful separation from passing traffic. Current conditions make walking unattractive option for even the most able-bodied adults, let along families with small children or those with mobility challenges

This project will involve the construction of new sidewalk along the north/east side of E. Main Street (KY 10) in Alexandria, KY. The limits are from 8431 E. Main Street (near the intersection with Thatcher Avenue) on the north terminus to Stillwater Drive on the south terminus. The length of the project is 1,100 feet (0.21 mi.).

The project is anticipated to also include the construction of storm sewers, curbs, driveway apron replacement, pedestrian crossings, ADA curb ramps and other associated project work. This project is the first phase of the Cities efforts to provide effort to connect the downtown area, Alexandria Community Park, the fairgrounds, and adjacent residential neighborhoods. When fully complete, this project will replace a disjointed sections of existing sidewalk and create a full pedestrian connection along E. Main Street.

4.2 Prequalification Requirements:

To respond to this project, the lead consultant must be prequalified with the Kentucky Transportation Cabinet in the following areas by the date of the submittal/response to the RFP:

- Transportation Planning Services - Pedestrian & Bicycle Facility Planning & Design
- Roadway Design Services - Surveying, Rural Roadway Design, Urban Roadway Design
- Traffic Engineering - Traffic Engineering, Electrical Engineering Traffic Signals
- Construction Engineering Services - Construction Project Supervision

In addition, the proposed consultant project team must be prequalified with the Kentucky Transportation Cabinet in the following areas by the date of the submittal of the RFP:

- Right of Way Services - Acquisition, Appraisal, Appraisal Review, Relocation

4.3 Summary of Services Requested:

A qualified professional team that includes KYTC pre-qualification in the areas listed in the section above will be selected to provide design and engineering services including, but not limited to the following (see Attachment B for a more detailed scope of work and timeline):

- Perform all necessary agency, utility, and stakeholder coordination including but not limited to the City, Campbell County, KYTC, FHWA, SD1, Northern Kentucky Water District, Duke, and other impacted agencies/utilities.
- Perform public information sessions and stakeholder meetings.
- Lead the project through all of the permitting process.
- Prepare all final design and engineering components including; surveys, utility relocations, final construction plans, assist in preparation of bid documents and construction administration and staking consistent with all Federal, state and local requirements.
- Provide appraisal and negotiation services for all ROW impacts (easements, permanent takes, etc.)

Any necessary Environmental Services is expected to be provided by the Kentucky Transportation Cabinet. The anticipated environmental document will be a Categorical Exclusion Minor Project (CEMP) or Categorical Exclusion Level 1 (CE-1).

4.4 Funding Source:

This project is funded in part with Transportation Alternatives (TA) funds. As such, the selected consultant will be required to assist in meeting Federal-aid project milestones, including: public involvement, permits and approvals, design and development of construction documents. The consultant team must demonstrate knowledge of and experience with Federal Highway Administration (FHWA) and KYTC requirements and processes, creation of right-of-way plans, and acquisition of property according to the Transportation Alternatives (TA) project guidelines.

4.5 Submittal Requirements and Criteria:

Interested firms shall submit three (3) hard copies of their qualifications and one (1) digital copy, which shall include the following information:

- 1) Firm's contact information and narrative explaining the firm's qualifications for the project (max. 1 page).
- 2) Resumes of key personnel and their respective responsibilities on this project (max. 4 pages)
- 3) Firms to be included on the project team, their staff, and their respective roles; all firms' prequalification status for required KYTC prequalification categories (as listed in Section 4.2); summary and photo documentation of firm's recent experience with similar projects (max. 4 pages).
- 4) Provide a detailed project approach (max. 2 pages).
- 5) Familiarity with federal-aid program requirements (LPA Guide) (max. 1 page)
- 6) References: names, telephone numbers and email addresses of previous clients with a description of the type of project completed, the time frame for the process, and the date completed (max. 1 page)

Respondents are responsible for all costs associated with the preparation of materials

in response to this RFQ. The City assumes no responsibility for such costs. The City further reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.

Attachment A: Project Location Map



Attachment B: Project Scope and Timeline

Title: Alexandria E. Main Street Sidewalk, Phase 1

I. Description:

Right now, there is no safe option for people living in adjacent residential areas to access community anchors like downtown, Community Park and the Fairgrounds except to get into their vehicles and drive there. The existing sidewalks on E. Main Street are sporadic and in some areas pedestrians currently either walk in the street or in the grassy ROW area (currently uncurbed with no barrier between passing vehicles and pedestrians). The proposed project will offer another alternative. Residents are much more likely to choose to walk when they know they have an uninterrupted, smooth surface that has meaningful separation from passing traffic. Current conditions make walking unattractive option for even the most able-bodied adults, let alone families with small children or those with mobility challenges

This project will involve the construction of new sidewalk along the north/east side of E. Main Street (KY 10) in Alexandria, KY. The limits are from 8431 E. Main Street (near the intersection with Thatcher Avenue) on the north terminus to Stillwater Drive on the south terminus. The length of the project is 1,100 feet (0.21 mi.).

The project is anticipated to also include the construction of storm sewers, curbs, driveway apron replacement, pedestrian crossings, ADA curb ramps and other associated project work. This project is the first phase of the Cities efforts to provide effort to connect the downtown area, Alexandria Community Park, the fairgrounds, and adjacent residential neighborhoods. When fully complete, this project will replace a disjointed sections of existing sidewalk and create a full pedestrian connection along E. Main Street.

Selection of the design consultant will be performed utilizing Qualification Based Selection. Competitive bidding consistent with Federal guidelines will be utilized for contractor selection for construction services.

II. Scope of Work:

The scope of this project includes the following: design development (Phase I) and final (Phase II) design, permitting, traffic engineering, right-of-way plan development, utility coordination, development of construction documents, and bidding services. The consultant team will complete all elements required for both Phase 1 and Phase 2 Design including the preparation of bid documents sufficient to let the PROJECT consistent with all federal and state requirements.

The Consultant may be asked to perform Right-of-Way Acquisition services by Contract Modification upon the completion of the appropriate stage of Phase II (Final) Design. The Consultant may also be asked to perform Construction Inspection services by Contract Modification upon completion of the Right-of-Way Acquisition Phase and Phase II (Final) Design.

III. Project Deliverables:

Consultant will provide all required surveying, engineering design drawings, written project specifications, utility relocation coordination, right-of-way services, and coordination with KYTC District Six and/or the Office of Local Programs. Consultant will also coordinate with City in all public notices, bid tabulations and recommendations, and other routine tasks associated the project.

IV. Project Schedule/Budget:

The project duration is expected to be approximately 24 months for design phase through construction advertisement. The Design phase is currently funded.

The following table identifies milestones and a projected schedule, subject to revisions after selection of the consultant.

Milestone/Task	Start/Completion Date
RFQ Advertised	September 17, 2024
Engineering Proposals Due	October 8, 2024
Committee Evaluation & Selection	October 31, 2024
Contract Signed and Notice to Proceed	December 26, 2024
NEPA/Environmental Approval	November 27, 2025
Right-of-Way Drawings Reviewed and Approved by KYTC	March 19, 2026
Right-of-Way Acquisition Completed (if required)	September 3, 2026
Utility Relocation Completed (if required)	September 3, 2026
Construction Drawings Reviewed and Approved by KYTC	October 29, 2026
Project Bid Specifications Prepared and Advertised	November 26, 2026
Construction Bids Opened	December 17, 2026
Contract Awarded for Construction	January 15, 2027
Construction Completed	June 3, 2027
Final Documentation and Reimbursement Request Submitted	July 29, 2027

SECTION 5.

EVALUATION CRITERIA

5.0 EVALUATION CRITERIA

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

- A. Relative experience of consultant personnel assigned to project team in working with federal-aid projects and with Kentucky Transportation Cabinet processes, 30%
- B. Demonstrated experience to provide the range of services listed in Scope of Work, 25%
- C. Project approach and proposed procedures to accomplish the services for possible projects, 25%
- D. Past record of performance and references on projects similar in type and complexity to local public agency projects, 15%
- E. Consultant's offices where work is to be performed, 5%

If a Selection Committee vote results in a tie between two (2) firms, one (1) of which has performed more work for the City of Alexandria than the other, then this firm shall be ranked one (1) place ahead of the latter.

5.1 SELECTION PROCESS

A committee of personnel from the City will be used to evaluate submittals and select an engineering consultant for this project. This selection committee shall complete the entire selection process within sixty (60) days from receipt of proposals.

The committee will review all eligible submittals, and the firms will be ranked in order of preference on the basis of the evaluation factors published in this SOQ and on all information obtained during the selection process. The final selection will be made based upon qualifications. Once the selection is made, based upon a ranking process, and all applicants notified of the selection, negotiations will begin to define the scope of work and associated costs that will lead to a contract.

The City shall thereafter attempt to finalize a contract with the firm ranked first. If a contract, final scope and schedule, satisfactory and advantageous to the City can be negotiated for a price considered fair and reasonable, the award shall be made to such firm; otherwise, negotiations with the firm ranked first shall be formally terminated and negotiations conducted with the firm ranked second, and so on, until a contract can be negotiated for a fair and reasonable price. Should the City determine, in its sole discretion, that only one firm is fully qualified, or that one firm is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that firm.