

**CITY OF ERLANGER  
SOLICITATION FOR SEALED BIDS  
AND PROPOSALS**

The City of Erlanger, 505 Commonwealth Avenue, Erlanger, KY, 41018, hereby solicits and advertises for bids and proposals from qualified individuals or firms to serve as CITY ENGINEER for the City of Erlanger as described and specified in the Request for Proposal (RFP) packet entitled City of Erlanger City Engineer RFP, copies of which are available at the office of the Erlanger City Clerk, 505 Commonwealth Avenue, Erlanger, KY 41018.

All bids and proposals in response to this advertisement and solicitation must be received by the Erlanger City Clerk on or before 10:00 a.m. prevailing time on February 13, 2023, on a form provided by the Erlanger City Clerk and completed according to the RFP Instructions provided thereby, including all required attachments; and enclosed within a sealed envelope, with the words "City of Erlanger City Engineer RFP" written, typed or otherwise indicated on the outside of the envelope. Any proposals received after 10:00 a.m. prevailing time on February 13, 2023 will not be considered.

The City of Erlanger reserves the right to not only reject any and all bids and proposals submitted in response to this advertisement and solicitation, for any reason or no reason; but especially those that are not in conformity with either the bid instructions or the specifications provided by the City, but also to accept bids and proposals submitted in response to this advertisement and solicitation that do not conform to those bid instructions and specifications.

**CITY OF ERLANGER  
CITY ENGINEER  
INSTRUCTIONS TO REQUESTORS**

1. Read the City of Erlanger City Engineer RFP Form, Introduction, Scope of Services, Specifications, Additional Requests, and Agreement attached hereto and made a part hereof by reference. They describe the specifications and contractual provisions related to your proposal. Any changes in those specifications or contractual provisions may invalidate any bid or proposal that includes those changes.
  
2. Complete the RFP Form attached hereto and made a part hereof by reference by providing the following information in the blanks for it:
  - 2.1 The amount of the bid or proposal.
  
  - 2.2 The complete name, address, telephone number and e-mail address of the Contractor.
  
  - 2.3 The signature of the Contractor or someone signing for the Contractor.
  
  - 2.4 The printed name of the signatory.
  
  - 2.5 The date.
  
3. Complete the Agreement attached hereto and made a part hereof by reference by:
  - 3.1 Providing the printed name of the Contractor in the blank in the first paragraph.
  
  - 3.2 Signing the Agreement at the end.
  
4. Have the signature on the Agreement notarized.
  
5. All vendors must submit one (1) original and one (1) photocopy of the completed bid package.
  
5. Seal two copies of the signed RFP Form, signed and notarized Agreement, and completed specification request within an envelope with the words "City of Erlanger City Engineer RFP" written or otherwise indicated on the outside of the envelope; deliver the sealed envelope to the office of the Erlanger City Clerk, 505 Commonwealth Avenue, Erlanger, Kentucky before 10:00 a.m., prevailing time on or before February 13, 2023.

**CITY OF ERLANGER  
CITY ENGINEER  
RFP FORM**

The undersigned Contractor hereby submits a proposal for the professional services by a qualified individual or firm for the proposed City of Erlanger City Engineer RFP as described and specified in the RFP packet entitled City of Erlanger City Engineer RFP attached hereto and made a part hereof by reference, for the "Amount Proposed" indicated in this form; and pursuant to the terms and provisions of the City of Erlanger City Engineer Agreement attached hereto and made a part hereof by reference.

This bid, offer, and proposal is irrevocable until the expiration of sixty (60) consecutive calendar days after the date of this bid, offer and proposal and may be accepted by the City of Erlanger at any time prior thereto, provided that a copy of the Agreement attached hereto is signed on behalf of the City of Erlanger by the Mayor thereof and mailed by certified mail, return receipt requested.

The undersigned Contractor hereby authorizes the City to investigate the Contractor and inspect and copy any and all records, books of account, correspondence, or other documents reasonably necessary for the City to determine the responsibility and ability of the Contractor to comply with the terms and provisions hereof and the City of Erlanger City Engineer RFP Agreement.

Amount Proposed \_\_\_\_\_

Complete Name of Contractor \_\_\_\_\_

Signature of Contractor or  
Authorized Representative \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Complete Address of Contractor \_\_\_\_\_  
\_\_\_\_\_

Telephone Number of Contractor \_\_\_\_\_

E-mail address of Contractor \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF ERLANGER  
CITY ENGINEER  
RFP INTRODUCTION**

The City of Erlanger, KY is requesting bids and proposals from qualified individuals or firms to serve as CITY ATTORNEY for the City of Erlanger.

**BACKGROUND**

Erlanger is classified as a Home Rule city in the Commonwealth of Kentucky. It is the third largest city in Kenton County, with some parcels located in Boone County. Erlanger has a population of 19,710 residents, approximately 400 businesses, and 58.4 street miles.

The City of Erlanger operates under a mayor-council form of government with one mayor and nine council members.

There are four departments within the General Government Division that are led by the City Administrator, which include Administration (City Clerk's Office, Events, and IT), Economic Development, Finance, and Human Resources.

Other departments include Fire/EMS, Police, and Public Works.

Erlanger has 107 full-time employees, two part-time employees, two canine officers, and one medical director (contractor).

**CITY OF ERLANGER  
CITY ENGINEER  
SCOPE OF SERVICES**

1. Provide all surveying and engineering services, advice, and counsel as is usual and customary for City Engineers in this area
2. Attend the regular City Council meeting each month, and special meetings and public hearings as scheduled and/or required
3. Provide investigations and recommendations on engineering problems
4. Prepare the design and specifications for construction projects, including estimates of the cost of the constructions thereof, supervision of their construction
5. Provide advice and consultation with the City Administrator, Director of Public Works, and other officers of the City
6. Provide other routine advice to the City
7. Consult with the Director of Public Works prior to planning or making decisions on future projects for the City
8. Conduct a monthly project review meeting with the Director of Public Works to review all ongoing projects and discuss upcoming projects
9. Conduct a plan review with the Director of Public Works prior to public bidding and at 50%, 90%, and 100% completion of each project; attend the pre-construction meetings
10. Provide cost estimates for all street, sidewalk, and stormwater projects listed in the City's five year infrastructure forecast
11. Provide the City with bid notifications for all street projects; the Erlanger City Clerk's Office will perform the public bid process and the Engineer will attend all bid openings
12. Provide digital copies of all plans, including final as-built drawings, to the Director of Public Works and one copy to the City Clerk for record retention

The City Engineer is an independent contractor and is not considered an employee of the City of Erlanger or a public official.

**CITY OF ERLANGER  
CITY ENGINEER  
RFP SPECIFICATIONS**

1. The City Engineer attends all City Council meetings. The regular council meetings are scheduled the first Tuesday night every month from 7:00 p.m. to adjournment. Special meetings and public hearings are scheduled as needed.
2. The City Engineer attends all caucus meetings. Caucus meetings are held on the third Tuesday night of each month from 7:00 p.m. to adjournment.
3. The City Engineer must be available by phone, cell phone, fax, and/or email.
4. Timeliness of response and accessibility to the City Engineer is an important aspect of the service. Accessibility and responsiveness for the proposed designated City Engineer is of great importance, although these elements will also be considered in relation to other employees in the Engineering firm. Accessibility includes the ability to be generally available to attend meetings in person on short notice and the ability to be reached promptly by telephone.
5. The City does not offer space for offices in a City location.

**CITY OF ERLANGER  
CITY ENGINEER  
RFP ADDITIONAL REQUESTS**

Please provide the following with your RFP packet:

1. Business History
  - A. Brief history of the Firm
  - B. Claims pending against Firm and/or its insurance policy with description of claims
  - C. Past five years involvement in the following, with explanations attached:
    01. Bond forfeiture
    02. Litigation personally involving the firm, business, or any engineer in the firm or business (other than dissolution of marriage)
    03. Claims filed with any insurance carrier concerning the firm, business, or any engineer in the firm or business
    04. Engineering license complaints
  - D. Bankruptcy, reorganization or receivership in last five years
  - E. Disqualification or termination by any public agency
  - F. Minimum five years municipal experience of proposed City Engineer
  - G. Engineering license standing of each proposed engineer
2. Firm Experience
3. Narrative Description of the Firm
4. General Experience of the Firm
5. Identify other Municipal Clients
6. Identify Municipal Experience (Municipal issues including land use, zoning, growth management, environmental law, complicated agreements including franchises and interlocal, personnel, grants, bids, and other municipal specialties)
7. Proposed Engineer, Team
  - A. Name and describe the engineer(s) and/or team proposed, clearly identify the lead City Engineer and name other assisting engineer(s)
  - B. Provide a resume or similar description for each team member, with considerable detail in the experience and qualifications of the lead City Engineer and any significant assisting engineer(s)
  - C. Specify the organization structure applicable to this contract, including who the lead City Engineer is and the relationship of any assisting engineer(s) to that lead City Engineer
8. Accessibility and Responsiveness
  - A. Identify the accessibility of the proposed designated City Engineer and the response time that the individual offers to the City. Specifically identify the lead-time required for attending scheduled or ad-hoc meetings. Identify how quickly the City Engineer can arrive in person to attend an unscheduled, urgent meeting

- B. Identify the same for any assisting engineer(s)
- 9. Proposed Fee Structure for a Four Year and Three Month Term
- 10. Current Liability Insurance
  - A. Commercial General Liability insurance on ISO form CG00011001 (or a substitute providing equivalent coverage). The limit shall not be less than \$1,000,000 per occurrence. ***The City of Erlanger must be named as an Additional Insured; the certificate shall specify that the coverage afforded is Primary and Noncontributory with respect to any other coverage available to the City of Erlanger.***
  - B. Comprehensive owned and non-owned automobile liability insurance with a minimum combined single limit of \$1,000,000.
  - C. Workers Compensation Coverage specific to the State of Kentucky.
  - D. If you are performing construction services, the additional insured status must be provided by a combination of CG20100707 and CG20370704.
  - E. If your services involve pyrotechnics, mechanical amusement devices, inflatable amusement devices, animals of any type (including petting zoo or pony rides) or any other services that the City of Erlanger deems applicable, you must also provide a Commercial Umbrella policy with a minimum limit of \$1,000,000.
  - F. If your services include the sale of alcohol, you must also provide evidence of Liquor Liability Coverage with a minimum limit of \$1,000,000.
  - G. If your services are professional in nature, such as architectural, engineering, consulting or legal, you must also provide evidence of Professional Liability coverage (also known as Errors and Omissions coverage) with a minimum limit of \$10,000,000.
- 11. Completed W-9 Form
- 12. Current Kenton County Occupational License
- 13. References
  - A. Provide three references for the lead City Engineer
    - 01. The City prefers references that include municipal government experience
    - 02. Inclusion of the reference in your proposal is also agreement that the City may contact the named reference
    - 03. The City may contact any companies, municipalities, or individuals, whether offered as reference or others, to obtain information that will assist the City in evaluating the Proposer; the City retains the right to use such information to make selection decisions; submittal of a proposal is agreement that the City may contact and utilize such information

Please note: The City reserves the right to award the contract to the proposal that best meets the needs and interest of the City.

**CITY OF ERLANGER  
CITY ENGINEER  
RFP AGREEMENT**

This Agreement is by and between the CITY OF ERLANGER, a city in Kenton County, Kentucky, which shall hereinafter identified and referred to as the “CITY” and \_\_\_\_\_, who shall hereinafter be identified and referred to as the “CONTRACTOR”;

**WITNESSETH:**

**WHEREAS**, the City has provided for the advertisement known as “City of Erlanger City Engineer Request for Proposal (RFP)”, hereinafter referred to as the “Engagement”, described in the Scope of Services, Specifications, and Additional Requests of the City of Erlanger; and

**WHEREAS**, on January 30, 2023, the City advertised in the Kentucky Enquirer and on the City’s website at [www.erlangerky.gov](http://www.erlangerky.gov) for proposals to provide all of the information and personnel necessary for the Engagement, a copy of the RFP Scope of Services, Specifications, and Additional Requests are attached hereto and made a part by reference; and

**WHEREAS**, on February 13, 2023, the City received the proposal from the Contractor attached hereto and made a part hereof by reference; and

**WHEREAS**, the RFP of the Contractor was approved by the Mayor of the City of Erlanger; and

**1.0 Term**

The Work of the Contractor **shall begin April 1, 2023** and after this Agreement is signed on behalf of the City and a copy thereof mailed to the Contractor by certified mail, return receipt requested; for a term **ending June 30, 2027**. This agreement shall be terminable by either party, without a timely notice requirement. Further, both parties agree that \_\_\_\_\_ shall be the primary contact with \_\_\_\_\_ but both parties understand other engineers and staff may give services to the City.

**2.0 Quality of Work**

The Contractor shall and hereby agrees that all of the Work of the Contractor shall be of superior quality.

### 3.0 Compensation

The Contractor shall invoice the City monthly with the first invoice being sent in May 2023 for services rendered in April 2023. Payments to the Contractor will be made monthly and after the invoice has been received. The City of Erlanger processes invoices biweekly and invoice due dates should allow for this. The compensation for engineering services shall be based on a flat fee retainer.

The City of Erlanger shall reimburse the Contractor for any surveying activities for projects other than those required for construction projects for which an engineering fee is being paid by the City to the Engineer. The charges for these additional services shall be submitted in the RFP packet and agreed upon by both parties.

### 4.0 Contractor's Insurance

Prior to and during the Work of the Contractor, the Contractor shall cause to be issued and maintained the following policies of insurance through companies approved by the City in which the coverage of the Contractor is primary and noncontributory in regard to all liability coverage, including, without limitation, excess and umbrella policies:

1. Commercial General Liability insurance on ISO form CG00011001 (or a substitute providing equivalent coverage). The limit shall not be less than \$1,000,000 per occurrence. ***The City of Erlanger must be named as an Additional Insured; the certificate shall specify that the coverage afforded is Primary and Noncontributory with respect to any other coverage available to the City of Erlanger.***
2. Comprehensive owned and non-owned automobile liability insurance with a minimum combined single limit of \$1,000,000.
3. Workers Compensation Coverage specific to the State of Kentucky.
4. If you are performing construction services, the additional insured status must be provided by a combination of CG20100707 and CG20370704.
5. If your services involve pyrotechnics, mechanical amusement devices, inflatable amusement devices, animals of any type (including petting zoo or pony rides) or any other services that the City of Erlanger deems applicable, you must also provide a Commercial Umbrella policy with a minimum limit of \$1,000,000.
6. If your services include the sale of alcohol, you must also provide evidence of Liquor Liability Coverage with a minimum limit of \$1,000,000.
7. If your services are professional in nature, such as architectural, engineering, consulting or legal, you must also provide evidence of Professional Liability coverage (also known as Errors and Omissions coverage) with a minimum limit of \$10,000,000.

The Contractor shall not commence any of the Work of the Contractor until the City is satisfied with and has approved all of the insurance policies and endorsements required hereby and has received certificates evidencing that the Contractor is insured thereby.

## **5.0 Contractor's Compliance with Other Laws**

In the performance of the Work of the Contractor, the Contractor shall and hereby agrees that it and all of its subcontractors shall comply with all of the regulations and other requirements of the state and federal Agencies and also comply with Chapters 337, 338, 339, 341, 342, and 344 of the Kentucky Revised Statutes; and all the provisions of the Federal Americans with Disabilities Act and the regulations of the Federal Employee Opportunity Commission in regard thereto.

## **6.0 Contractor's Indemnification of City**

The Contractor shall indemnify and hold the City and the officers, agents, employees and volunteers thereof, harmless from each, every, any and all losses, expenses, costs, compensation, and other damages of every kind and nature, and all claims, demands and causes of action for them, both at law and in equity, including, without limitation, liens of mechanics and materialmen, third party actions and actions for contribution and/or indemnification, which are in any way related to the acts or omissions of the Contractor or the officers, agents, employees and volunteers thereof in regard to the Project.

## **7.0 Miscellaneous Provisions**

### **7.1 Governing Law**

This Agreement shall be interpreted, construed and governed by Kentucky law.

### **7.2 Severability**

If any provision of this Agreement shall be determined by a Court of competent jurisdiction to be invalid and enforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement, all of which shall remain in full force and effect.

### **7.3 Assignability**

This Agreement may not be assigned by the Contractor without the written consent of the City.

#### **7.4 Amendment**

This Agreement may be amended only by a written agreement signed by the City and the Contractor.

#### **7.5 Prior Agreements**

This Agreement constitutes the entire agreement and understanding between the Contractor and the City in regard to the subject matter thereof; and it supersedes all prior agreements, representations and understandings between them, written or oral.

#### **7.6 Headings**

Headings of the paragraphs and subparagraphs of this Agreement have been inserted for convenience of reference only, and shall in no way affect the interpretation of, restrict or otherwise modify any of the terms and provisions hereof.

#### **7.7 Waiver**

No consent to or waiver by either Erlanger or Recipient of any breach or default of any provision of this agreement by the other, whether expressed or implied, shall constitute or be interpreted as a consent, waiver or excuse for any other subsequent breach or default of the same or any other provision of this Agreement.

#### **7.8 Notices**

All notices required by the provisions of this agreement shall be in writing and mailed by certified mail, return receipt requested, as follows, unless otherwise provided by any signatory to this agreement to all other signatories.

Mayor, City of Erlanger

505 Commonwealth Avenue, Erlanger, Ky. 41018

\_\_\_\_\_  
(PRINTED NAME OF CONTRACTOR)

\_\_\_\_\_  
(PRINTED MAILING ADDRESS OF CONTRACTOR)

IN WITNESS THEREOF THIS AGREEMENT HAS BEEN SIGNED FOR AND ON BEHALF OF THE CONTRACTOR AND THE CITY OF ERLANGER BY AND THROUGH THEIR RESPECTIVE OFFICIALS ON THE DATES INDICATED.

SUBSCRIBED AND SWORN TO before me, a Notary Public, by Jessica Fette, as Mayor of the City of Erlanger, on \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC  
Kentucky, State at Large

\_\_\_\_\_  
MAYOR JESSICA FETTE

Commission Expires \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me, a Notary Public, by \_\_\_\_\_ of \_\_\_\_\_  
(PRINTED NAME OF SIGNATORY) (PRINTED NAME OF VENDOR)  
on \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Signature of Signatory

Commission Expires \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_