

City of Kenner
Department of Public Works

**Request for
Statement of Qualifications**

To provide professional services for
Sewer Lift Station Improvements:
42nd and Lake Trail and 31st and Loyola



SOQ No. 22-6668

Public Notice dates: April 20th and 27th, and May 4th, 2022

Submission Deadline: **11:00 AM. Thursday, May 19th, 2022.**

E. "BEN" ZAHN III
MAYOR

TOM SCHREINER, P.E.
DEPUTY CAO –
PUBLIC WORKS

INDEX

Section I. Introduction

Section II. Project Description

Section III. Management and Professional Capacity

Section IV. Compensation

Section V. Minimum Requirements for Selection

Section VI. Selection and Rating Criteria

Section VII. Proposal Submission Requirements

Section VIII. Attachments

REQUEST FOR STATEMENT OF QUALIFICATIONS

Section I. Introduction

The City of Kenner Department of Public Works is hereby soliciting Statements of Qualifications (SOQ) from Engineering firms interested and qualified to provide professional services for the following project funded in whole or part by an EPA Lake Pontchartrain Basin Restoration Program Grant:

PROJECT NAME: *Sewer Lift Station Improvements: 42nd and Lake Trail and 31st and Loyola*

The project consists of the selected persons or firms preparing topographic survey, preliminary and final design including plans, specifications, design calculations and opinion of probable construction cost for the Sewer Lift Station Improvements: 42nd and Lake Trail and 31st and Loyola.

This SOQ packet includes the project description, funding source and intended improvements of the proposed project, submission instructions and rating criteria.

Interested individuals or firms can obtain a copy of the Statement of Qualifications packets by emailing The City of Kenner Finance Department at Fincontracts@kenner.la.us, or visiting www.Kenner.la.us and <http://www.centralbidding.com>. Completed packets are to be returned to the Finance Department at 1610 Rev. Richard Wilson Drive, Building D, Kenner, LA 70062 by hand, or by mail via USPS, Fed Ex, UPS, etc. no later than **11:00 AM. Thursday, May 19th, 2022.**

The City of Kenner reserves the right to reject any and all submissions.

Questions concerning this Statement of Qualifications process should be addressed to the City of Kenner Finance Department at FinContracts@kenner.la.us.

Section II. Project Description

PROJECT NAME: *Sewer Lift Station Improvements: 42nd and Lake Trail and 31st and Loyola*

This project will fund the surveying, engineering and design services required for the development of plans and specifications for upgrading the pumps, piping, and electrical controls for the 42nd and Lake Trail and 31st and Loyola Sewer Lift Stations. The work will require coordination with the City's Department of Public Works, Wastewater and Code Enforcement.

Funding: The project funding under this announcement will be for survey and design/engineering services only. This project is being funded by the EPA Lake Pontchartrain Basin Restoration Program FY20 Grant awarded to the City of Kenner and the City of Kenner's local match. The current amount budgeted is \$40,700.00.

Section III: Management and Professional Capacity

The level and scope of services of each project will be further defined and determined by the City of Kenner. The scope of services which the consultant must be prepared and qualified to provide are as follows:

1. Review the specifics of the project's requirements, special considerations, and all relevant information such as feasibility studies, state laws, regulatory codes and city ordinances, utility company standards and site conditions. Conduct on-site inspection with pertinent staff of the City of Kenner.
2. Collect data and prepare a topographic survey necessary for the sewer lift station design plans.
3. Prepare preliminary and final plans, specifications, design calculations and opinion of probable construction cost estimate for review by the City of Kenner and Sewer Program Manager.
4. Comply with all provisions of Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in the Department of Labor regulations (41 CFR, Part 60).
5. This project is proposed for funding in whole or part by the EPA Lake Pontchartrain Basin Restoration Program Grant, and is subject to all applicable federal rules and regulations pertaining to the funding source.

Section IV. Compensation

Compensation for the required services will be made on a lump sum fixed fee basis per individual work task. The City reserves the right to dictate method of payment.

All fees shall be negotiated with consultant by appropriate City Department personnel and shall be mutually agreeable to both parties.

Section V. Minimum Requirements for Selection

The City of Kenner will select the qualified firm(s) that is best suited for the proposed project, and will negotiate rates and estimated costs prior to award. The City reserves the right to select one or more persons/firms for any anticipated/proposed work.

The persons or firms under consideration shall have at least one (1) Registered Professional Civil Engineer in the State of Louisiana with a minimum of ten (10) years of verifiable experience in sanitary sewer lift station design.

The persons or firms under consideration shall have at least one (1) Register Professional Land Surveyor in the State of Louisiana with a minimum of ten (10) years of verifiable experience.

The persons or firms under consideration must also employ a full-time supporting technical and clerical staff.

The firms submitting a Statement of Qualification must identify all sub-consultant firms which they expect to use to provide professional services, and submit a Statement of Qualifications form for each sub-consultant firm.

Upon selection, the successful firm must produce insurance certificates to the City of Kenner per Attachment C.

Section VI. Selection and Rating Criteria

All proposals will be scored and ranked in accordance with the selection and rating criteria contained herein with the highest rated consultant being awarded a contract provided that they are not on the State/Federal consolidated list of debarred contractors

The following criteria will be used to evaluate the Statement of Qualifications of the firms submitting:

1. Professional training and experience of Key Personnel both generally and in relation to the type and magnitude of work required for the particular project- **25 points**
2. Past performance by the person or firm on public contracts, i.e. experience federally funded programs or projects including any problems with time delays, cost overruns, and/or design inadequacies in prior projects for which said person or firm was held to be at fault, as evidenced by documentation provided by the administration - **15 points**
3. The nature, quantity, and value of City work previously performed and presently being performed by the person and/or firm submitting, with the intent being to provide maximum opportunity for different firms to work for the city - **15 points**
4. Capacity for timely completion of the work, taking into consideration the person's or firms current and projected workload and professional and support manpower - **15 points**
5. Location of the principal office where work will be performed, with preference being given to persons or firms with offices located within a 20 mile radius of the City of Kenner - **10 points**
6. The size of the firm based on the number of personnel, as related to project requirements and/or scope -**10 points**
7. Past and current professional accomplishments for which references from clients or former clients and information gathered by inspection of current or recent projects may be considered - **10 points.**

TOTAL POSSIBLE POINTS

100

Section VII. Proposal Submission Requirements

Submittals will include your firm's qualifications pertaining to engineering design, grant/project and construction management.

All firms (including sub-consultants) must submit a Statement of Qualifications in Standard Form 255 Format. Interested firms must submit one (1) original and four (4) copies of this Statement of Qualifications to the City of Kenner Finance Department 1610 Rev. Richard Wilson Drive, Kenner, LA 70062. Completed packets are to be submitted no later than **11:00 AM. Thursday, May 19th, 2022.** No submittals will be accepted after this deadline.

A complete submission packet must include:

- a. Statement of Qualifications - Coverpage
- b. Statement of Qualifications - Standard Form 255 Format
- c. Certificate of Submission
- d. Corporate Resolution
- e. Affidavit

All proposals should be submitted in a sealed envelope with the attached cover sheet attached securely to the outside of the sealed envelope. **See Attachment A.**

Statements of Qualifications will be evaluated on the basis of written materials. One (1) original and four (4) copies are required. The City of Kenner proposal review committee will review and rate all proposals received. No on-site interviews will be conducted. Telephone interviews may be conducted. Questions concerning this Statement of Qualifications process should be addressed to the City of Kenner Finance Department at FinContracts@kenner.la.us

Section VIII.

Attachments

ATTACHMENT A	SOQ Submission Cover Sheet
ATTACHMENT B	Statement of Qualifications - Standard Form 255 Form
ATTACHMENT C	Insurance requirements for Professional and A/E services
ATTACHMENT D	Certificate of Submission
ATTACHMENT E	Corporate Resolution
ATTACHMENT F	Affidavit

ATTACHMENT A

Cover Sheet

Statement of Qualifications

From: _____
(Name of Individual or Firm)

Project Name: Sewer Lift Station Improvements:
42nd and Lake Trail and 31st and Loyola



SOQ NO. 22-6668

PROPOSAL RECEIPT DATE: Thursday, May 19th, 2022.

PROPOSAL RECEIPT TIME: 11:00 A.M.

SUBMITTED TO: CITY OF KENNER, FINANCE DEPARTMENT
1610 REV. RICHARD WILSON DRIVE
KENNER, LOUISIANA 70062 (504) 468-7261

ATTACHMENT B

STANDARD FORM 255
Architect-Engineer and Related Services Questionnaire

ATTACHMENT C

CITY OF KENNER

PROFESSIONAL ENGINEERING SERVICES CONTRACT INSURANCE SPECIFICATIONS

I. INSURANCE REQUIREMENTS:

THE ENGINEER IS CAUTIONED TO ASSURE THAT THE TOTAL INSURANCE REQUIREMENTS FOR THIS CONTRACT ARE THOROUGHLY REVIEWED, UNDERSTOOD AND MET. THE CITY OF KENNER (HEREIN AFTER REFERRED TO AS KENNER) THROUGH ITS RISK MANAGEMENT CONSULTANT WILL THOROUGHLY REVIEW THE COMPLETE INSURANCE DOCUMENTATION SUBMITTED. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS MAY BE GROUNDS FOR REJECTION OF AND/OR REFUSAL TO AWARD A CONTRACT. COVERAGES CANNOT EXCLUDE SERVICES PROVIDED TO CITY OF KENNER.

A. GENERAL:

The following insurance requirements shall be provided and shall apply on a primary basis, KENNER shall be excess and non-contributing. Latitude is given to the ENGINEER. The total limit of insurance must be equal to or greater than the minimum acceptable limits indicated below. If any policies contain deductible or self-insurance retention, then the evidence of insurance for those policies shall disclose the deductible/ retention amount. The maximum deductible or retention amount allowed for the ENGINEER for this Contract shall be no more than \$10,000. Additionally, each line of insurance may have its own set of requirements that must be met. Where indicated "(If applicable)", coverage will be required if it is necessary for the ENGINEER to perform Work in an environment that requires that specific coverage. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for auto liability, general liability, employers' liability, and umbrella liability, if applicable.

B. INSURANCE:

Insurance obtained and maintained in the name of the ENGINEER shall contain the following coverages and limits:

1. WORKERS' COMPENSATION:

- a. State Act - Louisiana Statutory Requirements; provide Other States coverage; if applicable
- b. Employers Liability with Minimum acceptable limits of:
\$1,000,000/\$1,000,000/\$1,000,000;
- c. Waiver of subrogation to include both written and oral contracts in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract;
- d. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change.

2. GENERAL LIABILITY:

- a. Commercial General Liability Form CG 0001 or pre-approved equivalent;
- b. Minimum acceptable limits of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- c. Amendment - Aggregate limits of Insurance (per project), [CG 25 03] 9 (edition 11 85)
or the most recent edition in use in Louisiana or pre-approved equivalent;
- d. Fire Legal Liability Coverage in the amount of \$300,000 per occurrence, \$1,000,000 aggregate.
- e. Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees and volunteers on [CG 20 10 Form B (edition 11 85) or CG 2026 (edition 11 85)];
- f. Waiver of Transfer of Rights of Recovery Against Others to Us to include both written and oral contracts in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- g. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change.

Note: *The general liability coverage's shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverage's for this Contract in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity that would normally be provided by the policy. General liability shall include coverage under the fire legal liability and premises medical payments sections.*

3. AUTO LIABILITY:

- a. Minimal acceptable limit: \$500,000 Combined Single Limits;
- b. Liability coverage to be provided for Any Auto; or for All Owned autos and Hired and Non-owned Autos;
- c. Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- d. Waiver of Transfer of Rights of Recovery Against Others to Us to include both written and oral contracts in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- e. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change.

4. PROFESSIONAL LIABILITY:

- a. Minimal acceptable limits: \$3,000,000 Per Loss; \$3,000,000 aggregate.
- b. If written on a Claims-Made basis, the retroactive date of coverage shall be no later than the inception date of the claims made coverage;
- c. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning when the Work is completed;
- d. Sixty (60) days prior written notice of cancellation, non-renewal or adverse Material change;
- e. This insurance shall provide primary coverage for claims and/or suits which may arise out of or result from the ENGINEER'S scope of Work as described in the Contract and its amendments; and

- f. KENNER shall have the right to request a copy of loss runs associated with the current in force policy to determine if the policy limits have been impaired to an unacceptable level.

II GENERAL SPECIFICATIONS

A. Engineer's Liability Insurance:

The ENGINEER shall purchase in its name and maintain at its sole cost and expense such liability and other insurance as set out in the insurance requirements of this Contract. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the ENGINEER's performance and furnishing of the Work, whether it is performed by the ENGINEER, any subcontractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable and shall name The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers as an additional insured there under. Additionally, the ENGINEER should be aware of and comply with any requirements of its own insurance policies.

The ENGINEER shall require all subcontractors to maintain, in limits equal to or greater than ENGINEER's, the same insurance coverage for Work performed or materials provided for the Work. The ENGINEER shall insert this requirement in all contracts or agreements written and/or oral with all entities and/or persons who perform any Work under this Contract. At no time shall the ENGINEER allow any subcontractors to perform Work without the required types and limits of insurance coverage.

B. General Requirements:

1. Qualifications of Insurers:

- a. All insurance coverages required for this Contract are to be purchased and maintained by the ENGINEER from insurance companies that are duly licensed by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A VI as of the most currently published *A.M. Best Guide*.

- b. If the insurance company providing any insurance coverage furnished by the ENGINEER is declared bankrupt, becomes insolvent, has its right to do business in Louisiana terminated, or it ceases to meet the requirements of this Contract, the ENGINEER shall, within thirty (30) days thereafter, substitute another insurance company(s) acceptable to KENNER. KENNER reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.

2. **Partnerships:** If the ENGINEER is a partnership then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of partnership shall also be furnished.

3. **Certificates of Insurance/Policies of Insurance:**

- a. The ENGINEER shall deliver to KENNER certificates of insurance, with copies to each additional insured identified in the Contract, evidencing all insurance which the ENGINEER has purchased and shall maintain in accordance with this Contract. In order to avoid confusion and/or delays in the progress of the Contract it is mandatory that within ten (10) days after the notification of the award of the Contract, the ENGINEER shall furnish to KENNER the certificates of insurance as required in this Contract. It is imperative that the certificates show all form numbers and edition dates and that all certificates are in compliance with this Contract. Where Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) forms do not provide the coverage, then, at a minimum, "sample" or "draft" policies and/or forms and endorsements shall be furnished to KENNER attached to the certificate. KENNER reserves the right to require a complete copy of all policies, forms and endorsements, if it is deemed necessary.
 - b. Except for those insurance policies which require a "per project" aggregate all certificates of insurance for policies that contain an aggregate limit must be accompanied by a statement that the aggregate limit is not impaired, or, if the aggregate limit is impaired, to what extent. KENNER may require that any impaired aggregate(s) be replenished in its favor prior to commencement of Work and/or during the progress of the Work.
 - c. If the ACORD Certificate of Insurance Form is used, the cancellation portion of the Certificate is to be modified by deleting the words "endeavor to" which appear before the number of cancellation days and by deleting the phrase "but failure....agents or representatives." The Certificate shall also be modified by stipulating that KENNER will receive thirty (30) days prior written notice of any material adverse change(s) to and/or non-renewal of the respective policy (s). All certificates of insurance shall list all endorsements attached to the respective policies and if the listed endorsements are not ISO and/or NCCI forms then a copy of the endorsements is to be attached to the respective Certificate of Insurance. KENNER reserves the right to request removal of any endorsement(s) that it finds jeopardizes its own insurance portfolio. KENNER reserves the right to request certified copies of any policy(s) evidenced by the Certificate(s) of Insurance. The requested certified copies should be provided to KENNER within ten (10) days of the written request.
4. **Objection by KENNER:** If KENNER has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the ENGINEER in accordance with the insurance requirements for the Work on the basis of non-conformance with the Contract, KENNER shall notify the ENGINEER in writing within fifteen (15) days after receipt of the Certificates. The ENGINEER shall provide a written response to KENNER's objections within ten (10) days from the date of the letter request.

The ENGINEER'S Failure: Upon failure of the ENGINEER or his subcontractor to purchase, furnish, deliver or maintain such insurance as required herein, at the election of KENNER, the Contract may be forthwith declared suspended, discontinued, or terminated. Failure of the ENGINEER to purchase and maintain insurance shall not relieve the ENGINEER from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the ENGINEER concerning

indemnification.

5. **No waiver of liability:** Acceptance of evidence of the insurance requirements by KENNER in no way relieves or decreases the liability of the ENGINEER for the performance of the Work under this Contract. Additionally, the ENGINEER is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the ENGINEER's limits of liability or which may be outside the coverage scope of the ENGINEER's insurance policies. The insurance requirements outlined in this Contract shall in no way be construed to limit or eliminate the liability of the ENGINEER that may arise from the performance of Work under this Contract. The ENGINEER's coverage is to be primary for any and all claims and/or suits related to or arising from the Work and any of the insurance coverage(s) maintained by KENNER is/are to be deemed as excess of the ENGINEER's insurance coverage and shall not contribute with or to it in any way.

6. **No Recourse Against KENNER:** The insurance companies issuing the policies shall have no recourse against KENNER for payment of any premiums, deductibles, retentions or for assessments under any form or policy. These shall be borne by and be the sole responsibility of the ENGINEER.

ATTACHMENT D

CERTIFICATION OF SUBMISSION

This SOQ must be signed by an authorized Representative of the Company/Firm for the Submission to be valid. Signing indicates that you certify compliance with all instructions, terms, conditions, and specifications and further certifies that the person signing this SOQ and submitting the Response is duly authorized to act on behalf of the company. Furthermore, a copy of a corporate resolution, certificate of authority, affidavit or any document verifying the requisite authority must be provided in the Response.

(Type or Print Name of Person Authorized to Sign)

(Company Name)

(Street Address)

(City, State, Zip)

(Email

(Area Code) (Phone Number) (Area Code) (Fax Number)

(Signature of Person Authorized to Sign)

(Title of Person Authorized to Sign)

ATTACHMENT E

CORPORATE RESOLUTION

Excerpt from minutes of meeting of the Board of Directors of

Incorporated.
At the meeting of Directors of _____, duly noticed and held on _____, a quorum being there present, on motion duly made and seconded. It was:

RESOLVED. That _____, be and is hereby appointed, constituted and designated as agent and attorney-in-fact of the corporation with full power and authority to act on behalf of this corporation in all negotiations, bidding, concerns and transactions with the City of Kenner or any of its agencies, departments, employees or agents, including but not limited to, the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt therefore all purchase orders and notices issued pursuant to the provisions of any such contract, this corporation hereby ratifying, approving, confirming, and accepting each and every such act performed by said agent and attorney-in-fact.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the Board of Directors of said Corporation, and the same has not been revoked or rescinded.

SECRETARY-TREASURER

DATE

ATTACHMENT F

AFFIDAVIT

STATE OF LOUISIANA

CITY OF KENNER

BEFORE ME, the undersigned authority, personally came and appeared, _____, who after being by me duly sworn and deposed, said, that he is the fully authorized _____ of _____ hereinafter referred to as "CONSULTANT", who attest that:

- (1) _____ has not and will not employ any person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which they are to indirectly, to secure the public contract under which they are to receive payment, other than persons regularly employed by _____, whose services in connection with the project or in securing the public contract are in the regular course of course of duties for _____.
- (2) No part of the contract price was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by _____, whose services with the project are in the regular course of their duties for _____.
- (3) Included herein is a list of all campaign contributions made to elected officials of the City of Kenner during the current term and past term, and that he has not made any contributions to or in support of elected officials of the City of Kenner through or in the name of another person, either directly or indirectly.

SIGNED: _____

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____
DAY OF _____
202_.

NOTARY PUBLIC