CITY OF LEAWOOD, KANSAS
PARKS AND RECREATION DEPARTMENT

REQUEST FOR QUALIFICATIONS
Architectural and Engineering Design Services for Parks Maintenance Facility

Sealed qualifications will be received by the City of Leawood, Kansas in the Parks and Recreation Department, located at Leawood City Hall, 4800 Town Center Drive, Leawood, KS 66211, until 10:00 a.m., April 22nd, 2020 for the following services:

Architectural and Engineering Design Services for new Parks Maintenance Facility

All qualifications submitted in response to this notice will be reviewed and evaluated by City staff. Selected respondents may be invited to go through an interview and selection process conducted by a selection panel. A final recommendation will be made to, and accepted by, the Governing Body of the City of Leawood.

The City of Leawood, Kansas reserves the right to accept or reject any and all submittals of qualifications. The City reserves the right to waive technicalities on qualifications. No qualifications may be withdrawn after receipt deadline opening time for a period of sixty (60) days.

All information should be submitted in an 8 ½” by 11” format in three (3) bound copies and one (1) unbound copy, along with a complete PDF electronic version on CD or thumb drive, delivered to the Parks and Recreation Department. Please be advised that emailed Qualifications will not be accepted.

All information should be submitted to and plainly marked as:

CITY OF LEAWOOD
Design/Parks Maintenance Facility
ATTN: Brian Anderson, Superintendent of Parks
4800 Town Center Drive, Leawood, KS 66211

I. Background

The City of Leawood is a suburban community located in the Kansas City Metropolitan Area, in Johnson County, Kansas with a population of approximately 33,000. The Parks and Recreation Department has a Parks Maintenance Division. The Division has 27 full time employees and up to 5 seasonal employees and is responsible for maintaining the park system, trail system, public building landscapes as well as traffic island medians along arterial streets. Primary activities of the Park Maintenance Division include: turf maintenance, playground maintenance, landscape bed maintenance, urban forestry operations, citywide irrigation system maintenance, aquatic center maintenance, athletic
field maintenance, shelter house maintenance, restroom maintenance, custodial services for park building facilities and grounds. Additionally, administrative personnel provide staff services for citizen advisory committees.

II. Project Description:

The City of Leawood, Kansas is issuing a Request for Qualifications (RFQ) for the design, programming, planning and construction oversight of a new Parks Maintenance Facility to be located at approximately 1901 W. 143rd Street, Leawood, Kansas.

III. Project Scope:

A. Phase I – Preliminary Design

1. Identify and define programming and space requirements for the new facility. This will be accomplished with input from designated personnel of the Parks and Recreation Department.

2. Develop a site plan that addresses traffic flow, space needs for personnel and equipment, utilities placement, parking, landscaping, security, property boundaries, topographic surveys, grading, storm sewer, storm water detention and/or treatment as required, sanitary sewer, water, electrical, site lighting, and roadway improvements.

3. Perform all required geotechnical services required to design the proposed building and parking areas. These services shall consist of obtaining geotechnical data, analysis of data and recommendations for the design of footings, piers, and other pertinent design considerations.

4. Develop costs associated with construction and furnishings.

5. Prepare estimates of all facility maintenance costs, including utilities and insurance.

6. Prepare separate cost estimates for Phase I, Phase II, and Phase III of the project.

7. Develop design schematics appropriate for an open bidding process to seek a construction contractor to build the facilities as approved by the City Council. The design of the facilities should pay close attention to utilizing the highest ideal of efficiency, customer service and employee safety/security. The firm should be prepared to make a public presentation to the City Council at each major phase of the design process to provide information and take input and guidance.

B. Phase II - Design

Provide complete architectural and engineering design services, preparation of construction plans and specifications including construction documents, and provide administration of bid process to include at a minimum:

a. Schematic design
b. Design development
c. Construction documents
d. Bidding administration
e. Construction administration

Construction design shall be in accordance with law, including the Americans with Disabilities Act and local zoning and building code requirements.

C. Phase III - Construction

1. Act on behalf of the City during the construction phase to interface between the City or its designee and the construction contractor, ensuring that the facility is built to the highest quality standards and in the most cost effective manner. The Construction Administrator will be responsible for minimizing change orders and managing the construction schedule to avoid cost and time overruns to the best extent possible.

2. Provide construction contract administration and inspection services through completion of the project.

III. Submittal Requirements

Responses to this Request for Qualifications must be complete, timely, and submitted in conformance with the RFQ specifications, including addressing all items listed below.

A. Responding firm [“Firm”] shall furnish the Firm’s name, physical address, telephone number, fax number, web site, and email address. Identify the primary contact for selection process notification.

B. Describe Firm’s background and history, including the number of years in business and the scope of service currently provided to clients. Disclose whether your Firm is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Firm under federal bankruptcy law or any state insolvency law. Include a statement describing why your Firm is qualified to perform the work outlined in this RFQ and detailing the proposed approach to performing this work.

C. Describe Firm’s staffing proposal for providing facility design and construction management services as indicated in this RFQ, how the work team will be organized, how many will be assigned, and what their respective responsibilities will be. Describe the training and experience (including years) of the person(s) who would be providing the various services, as well as other principals, if any. Have available upon request resumes for other key staff that will be providing facility design and Construction Administration services.

D. Develop a summary of Firm’s approach to each phase in providing service for this project. Include Firm’s methodology in quality control for all phases of the project and how non-conforming work will be addressed in the construction phase.
E. Provide a proposed time table for the project between the letting of a contract to the successful Firm, to breaking ground on this project.

F. Describe Firm’s current experience in providing Municipal Facilities design services and Construction Administration services to governmental entities, including the names of current or recent government clients. Describe Firm’s experience in providing advice and services to City management, staff, and policy-making boards. Include a discussion of how your current and past experience will enable you to effectively and efficiently complete the project described in this document.

G. Describe the workload capacity of Firm and any limitations you would foresee in Firm’s ability to handle this project.

H. Describe Firm’s philosophy of providing professional consulting services to municipalities and/or other governmental agencies.

I. Describe the approach you would use to communicate and coordinate this project with the City.

J. Provide at least two examples of similar projects Firm has successfully handled for municipal or other public agency clients, including the names of the staff members who worked on those projects. Identify original contract amounts and change order amounts of each of those projects.

K. Provide a minimum of three client references, at least one of which must be from the public sector and one must be peer references on behalf of Firm of a positive professional reputation.

L. Provide detailed information of any type of litigation, judgments, claims, or governmental investigations (previous or pending) involving any principal, participant, individual financial backer or investment group, or legal business entity associated with this proposal.

M. Provide a proposed fee schedule for all positions that would be providing services for this project.

Firms may be requested to submit additional information which the City may deem necessary to further evaluate the Firm’s qualifications. Firms shall not offer any gratuities, favors, or anything of monetary value to any official, employee, volunteer, or agent of the City of Leawood for the purpose of influencing the consideration of this proposal.

IV. Architectural Firm Selection Process

Up to three firms will be selected for interviews with an interview panel consisting of City staff. These interviews will be scheduled within 30 days from the deadline for submitting qualifications. The Firms will be selected for interviews based on their qualifications, approach presented in the RFQ, and the success of previous projects. Final selection will be on the basis of a number of considerations including cost, general professional experience, Firm’s experience and success with similar projects, experience of project...
manager and assigned personnel, project approach, and ability to successfully negotiate a contract with the City of Leawood. The remainder of the project schedule will be determined after the selection of an architectural Firm.

Each Firm selected for the interview will be allowed 30 minutes to further present their qualifications to the interview panel. At the conclusion of the presentation, 30 minutes will be allowed for questions from the panel and responses from the Firm.

The panel will rate the Firms interviewed, and staff may commence follow-up evaluations of the top ranked Firms and make a recommendation to the Mayor and City Council. Contract negotiations will commence following approval of the recommended Firm. If the negotiation process does not produce a final contract, the award to the Firm is null and void and another highly ranked Firm will be recommended to the Mayor and City Council for approval.

The City reserves the right to conduct appropriate investigations into the background, previous experience and training, financial affairs and related matters of any Firm or individual under consideration for a contract resulting in successfully completing the RFQ process. These investigations may include, but are not limited to, credit reports, submission of audited financial statements, communication with principal clients, as appropriate, relating to the ability of the appointed Firm to successfully perform the duties and responsibilities of a facility planning consultant.

The appointed Firm will work under the general direction of the City Administrator and/or his designee.

V. Terms and Conditions

A. The contract for architectural services, the project construction contract, and related contracts shall be in a form approved by the City. The form of the contract will include the provisions shown in attached Exhibit A.

B. No reimbursement will be made by the City for costs incurred in preparing responses to this request for proposals.

C. The architect shall not assign this contract to another architect without the written approval of the City.

D. The architect awarded the contract for this work shall furnish evidence of professional liability insurance, including errors and omissions coverage, to meet the requirements on the attached exhibit A.

E. The architectural Firm shall be licensed to provide services in the State of Kansas.

F. Due to the nature of the requested services, evaluation of proposals will in large part be subjective considerations, and the awarding of the contract will be based on a number of factors that may or may not be on the basis of lowest cost to the City.

G. The contents of this Request for Qualifications and the selected Firm’s response shall be incorporated, in total, into the Contract. Where the Contract is in conflict with the RFQ or response, the Contract will apply.
H. The Firm expressly warrants and certifies that neither the Firm nor its employees or associates has directly or indirectly entered into any contract, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this proposal.

Once received, the response to this RFQ shall become the property of the City of Leawood and is subject to public disclosure under the Kansas Open Records Act. Firms are not entitled to recover any costs or other damages should the City not make an award or fail to successfully negotiate a Contract.

VII. Additional Information

Questions and requests for additional information should be directed to Mr. Brian Anderson at Briana@leawood.org. Likewise, should you find a discrepancy in or an omission from this RFQ, or have any questions as to its meaning, notify Mr. Anderson.

Such notifications should be presented no later than 14 days prior to the date for receiving the proposals. THE CITY WILL NOT BE BOUND BY ANY ORAL STATEMENTS OR REPRESENTATIONS.
**Exhibit A**

**Required Terms**

I. **INSURANCE**

The Contractor shall maintain throughout the term of this Agreement, insurance in, at a minimum, the amounts specified below. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by City.

With the exception of professional liability, and workers compensation, the Contractor shall name the City as an additional insured for all other claims as set forth below:

1. **Professional Liability:** Contractor shall maintain insurance coverage for two (2) years beyond the term of this Agreement, Professional Liability Insurance for the services rendered under the terms of this Agreement, in an amount not less than Five Million Dollars ($5,000,000), each claim/aggregate, and shall provide City with certification thereof.

2. **Commercial General Liability:**
   - Each Occurrence: $1,000,000
   - Personal & Advertising Injury: $1,000,000
   - Products/Completed Operations Aggregate: $2,000,000
   - General Aggregate: $2,000,000

3. **Automobile Liability Insurance:** Policy shall protect the Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle:

   **Limits**
   - Each Accident, Combined Single Limits, Bodily Injury and Property Damage: $1,000,000

4. **Workers’ Compensation and Employers’ Liability:** This insurance shall protect the Contractor against all claims under applicable state Workers’ Compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers’ Compensation law under an Employers Liability policy with the following limits:

   - Bodily Injury by Accident: $500,000 each accident
   - Bodily Injury by Disease: $500,000 policy limit
   - Bodily Injury by Disease: $500,000 each employee

5. **Industry Ratings:** City will only accept coverage from an insurance carrier which offers proof that the carrier is authorized to do business in the State of Kansas; and carries a Best's Policyholder rating of A-:VII or better or is otherwise approved by the City.
II. EQUAL OPPORTUNITY

Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, sexual orientation, gender identity, disability, national origin or ancestry; in all solicitations Contractor shall include the phrase, “equal opportunity employer”; if Contractor fails to comply with the manner in which Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by City; if Contractor is found guilty of a violation of the Kansas act against discrimination or any other act banning discrimination or retaliation, under a decision or order of the commission which has become final, Contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by City; and Contractor shall include the provisions of this paragraph in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

III. APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Kansas and jurisdiction and venue shall be exclusively in the District Courts of Johnson County.

IV. INDEMNIFICATION

City shall not be responsible to indemnify or hold the Contractor harmless. However, Contractor will provide appropriate indemnification.

V. PRECEDENCE

This addendum shall take precedence over all other contract documents.

VI. TERMINATION

The parties agree that this Agreement is not exclusive and that City may terminate the agreement at any time.

VII. DISPUTE RESOLUTION

City and Contractor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor shall proceed with the Services as per this Agreement as if no dispute existed, and the City shall continue to make payment for completed services; and provided further that no dispute will be submitted to arbitration without both parties’ express written consent.