



SHAWNEE COUNTY

REQUEST FOR QUALIFICATIONS

DESIGN-BUILD

Request Number: 010-23 **Vendor Name:** _____
Date Issued: 02-10-2023 **Address:** _____
Closing Date: 03-14-2023, 2:00pm **Phone Number:** _____

SHAWNEE COUNTY HAS AN ELECTRONIC BID SYSTEM

All vendors are required to create an online portal account (www.snco.us/purchasing) in order to receive or submit bid requests.

ITEM AND DESCRIPTION

Shawnee County is soliciting Design/Build qualifications for the following minimum specifications.

INTRODUCTION

The Board of County Commissioners of Shawnee County, Kansas (the “Board”) is seeking a well qualified firm to provide Design Build services for the design and construction of a new aquatic facility at Oakland Park, 801 NE Polar for a fixed fee (the “Project”). On December 19, 2022, the Board approved Design Build as the preferred method of construction delivery. The estimated construction value of the proposed work will be between \$2,000,000 and \$4,000,000.

Responsibilities of the Design-Build team include, but are not limited to, the following:

1. Provide preconstruction services that may include but are not limited to: cost estimating, construction documents, permit documents, constructability reviews, project scheduling, sequencing and phasing, delivery package analysis and other services deemed necessary.
2. Construction document hosting.
3. Design-Build team serving as the constructor.
4. Presentations at County Commission meetings as required.
5. Coordination of public utility improvements.
6. Other Design-Build services as deemed necessary by the County.

The Scope of Construction work consists of the following Base Items:

1. Demolition and removal of existing features including the current pool, pool building, fencing, walkways and lighting
2. Upgrades and additions to sanitary sewer, waterline and electrical
3. Construction of either a new splash pad aquatic feature, swimming pool or combination
 - a. Provide options for freshwater versus chemically treated; and
 - b. Other cost-saving options available for the type of aquatic facility presented
4. Fence and landscape upgrades and additions

Optional Feature items outside the scope of the Base Items which may be added dependent upon results of the Base bid and available funding include but are not limited to:

1. Parking lot expansion or resurfacing
2. Site lighting with security camera capability
3. Restroom/concession facilities
4. Open air shelter and/or shade structures
5. Concrete walkway upgrades/additions to connect nearby site features, parking lots and/or walkways

In issuing this Request for Qualifications, it is the intent of the Board that the successful Design Builder will provide its services in exchange for a fixed fee. It is further the Board's intent that the Design Builder will provide a Guaranteed Maximum Price (GMP) for the cost of the construction of the Project along with a Guaranteed Delivery Date (GDD).

In accordance with K.S.A. 19-219f(b), the Board will solicit proposals in a three stage qualifications based selection process as follows:

- Phase I shall be the solicitation of qualifications of the building design-build team.
- Phase II shall be the solicitation of a technical proposal including conceptual design for the project, and
- Phase III shall be the proposal of the construction cost.

PHASE I: SOLICITATION OF QUALIFICATIONS

1.1 In accordance with K.S.A. 12-216f(c), in order to complete Phase I, on or before March 8, 2023 all interested Design Builders must submit a statement of qualifications which shall include the following information:

- (a) Demonstrated ability to perform projects comparable in design, scope and complexity.
- (b) References of owners for whom building design-build projects have been performed.
- (c) Qualifications of personnel who will manage the design and construction aspects of the project.
- (d) The names and qualifications of the primary design consultants and contractors with whom the building design-builder proposes to subcontract. The building design-builder may not replace an identified subcontractor or sub-consultant without the written approval of the board.
- (e) Firms submitting a statement of qualifications shall be capable of providing a public works bond in accordance with K.S.A. 60-1111, and amendments thereto, and shall present evidence of such bonding capability to the board with their statement of qualifications. If a firm fails to present such evidence, such firm shall be deemed unqualified for selection under this subsection.

1.2 In accordance with K.S.A. 12-216f(d), the Board, acting via the Consultant Selection Committee (the "Committee"), shall evaluate the qualifications of all firms in accordance with the instructions prescribed in this request for qualifications. A short list of qualified firms selected by the Committee may proceed to phase II of the selection process. Firms lacking the necessary qualifications to perform the work shall be disqualified and shall not proceed to phase II of the process. Under no

circumstances shall price or fees be considered as a part of the prequalification criteria. Points assigned in the phase I evaluation process shall not carry forward to phase II of the process. All qualified firms shall be ranked on points given in phases II and III only. The two-phase evaluation and scoring process shall be combined to determine the greatest value to the board.

- 1.3.1 In accordance with K.S.A. 12-216f(e), the board shall prepare a short list containing a minimum of three, but no more than the top five qualified firms to participate in phase II of the process. If less than four firms respond, all firms shall be invited to participate in phase II of the selection process.

PHASE II: SOLICITATION OF A TECHNICAL PROPOSAL INCLUDING CONCEPTUAL DESIGN FOR THE PROJECT

- 2.1 In accordance with K.S.A. 12-216f(f), Phase II of the process shall be conducted as follows:
- 2.2 The remaining project requirements will be provided to the prequalified firms to include the following:
- (a) The terms and conditions for the building design-build contract.
 - (b) The design criteria package.
 - (c) A description of the drawings, specifications or other information to be submitted with the proposal, with guidance as to the form and level of completeness of the drawings, specifications or other information that will be acceptable.
 - (d) A schedule for planned commencement and completion of the building design-build contract.
 - (e) Budget limits for the building design-build contract, if any.
 - (f) Requirements, including any available ratings for performance bonds, payment bonds and insurance.
 - (g) Any other information that the board at its discretion chooses to supply, including without limitation, surveys, soil reports, drawings of existing structures, environmental studies, photographs or references to public records.
- 2.3 Prequalified firms shall submit their design for the project to the level of detail required in the request for proposal. The design proposal should demonstrate compliance with the requirements set out in the request for proposal.
- 2.4 The technical proposal may contain certain limited references to specific elements of the cost.
- 2.5 The technical submittals shall be evaluated and assigned points in accordance with the requirements of this request for proposal.

PHASE III – PROPOSAL OF THE CONSTRUCTION COST

- 3.1 In accordance with K.S.A. 12-216f(g), Phase III shall be conducted as follows:
- (a) The phase III proposal shall provide a firm fixed cost of design and construction. The proposal shall be accompanied by bid security and any other submittals as required by the request for proposal.
 - (b) The proposed contract time, in calendar days, for completing a project as designed by a firm may be considered as an element of evaluation in phase III. In the event the request for proposal shall establish the assignment of value of contract time in the selection process.

- 3.2 Phase III proposals shall be submitted in accordance with the instructions of the request for proposal. Failure to submit a cost proposal on time shall be cause to reject the proposal.

SELECTION CRITERIA:

- 3.3 Pursuant to K.S.A. 19-216f(b)(1) The board shall review the submittals of the interested firms and assign points to each proposal as prescribed in the instructions of the request for proposal as follows:

The successful design-builder will be the one who provides the best value to the County. In general, the Selection Committee will evaluate the following criteria:

Qualifications Weighted Selection Criteria

1. Organization and capabilities of Design-Builders and individuals assigned to this project. – 30 Points
2. Experience of Design-Builders members in design, construction and commission of projects similar in type and size to the City's project. – 15 Points
3. Expertise of Design-Builders members in planning and constructing similar type facilities. – 15 Points
4. Safety record and safety and quality management programs. – 5 Points
5. Overall project approach, including schedule, facilitation of communication, and design concepts. – 20 Points
6. Obligations and schedules of lead construction contractor and construction consultant with respect to other current projects. – 15 Points
7. Bonding capacity and insurance coverage as section 7 of this RFP/RFQ - Pass/Fail
8. Insurance coverage as required in the Phase 1 and Phase 2 Agreements. - Pass/Fail

Price Weighted Criteria

A. Price weighted Criteria: Owner will evaluate price proposals only for the short-listed and interviewed proposers. Price proposals from other proposers will be returned unopened to them. Price proposals will be scored in reverse proportion to their total proposal price over that of the lowest proposer's price. Example: a proposal price of 10% over the lowest price will be awarded 90% of the available points. Proposal prices of all proposers will be kept sealed and confidential until the Owner's Evaluation Team has completed the scoring of the Qualifications Statement documentation. Total Maximum Price Proposal score: 100 points

B. Total Weighted Score: Calculation of the Total Weighted Score for both Qualifications and Price Proposal: The total maximum scores for qualifications and for the price proposal will be weighted as follows:

1. Qualifications Statement score times eighty percent (80%)
2. Price Proposal score times twenty percent (20%)
3. Total Maximum Weighted Score: 100 points
4. Proposer with the highest Total Weighted Score is the apparent successful proposer

NONDISCRIMINATION: Shawnee County is committed to the concept of equal employment opportunity. All bidders and contractors are expected to comply with the provisions of K.S.A. 44 1030 and 44 1031, copies of which are attached and shall be a part of this contract and other applicable Federal and Kansas laws governing equal employment opportunity.

In accordance with K.S.A 44-1030, vendor hereby agrees to the following:

- A. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability.
- B. In all solicitations or advertisements for employees, he or she will include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the Kansas Commission on Human Rights.
- C. If he or she fails to comply with the manner in which he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Shawnee County, Kansas
- D. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Shawnee County, Kansas; and,
- E. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor of vendor.

NOTE: In the event that goods or services delivered by the vendor are unsatisfactory and remain unsatisfactory after a notice and an opportunity to correct the deficiencies, the County reserves the right to purchase substitute goods or services from the other bidders.

Shawnee County reserves the right to negotiate separately with any vendor after the opening of this RFQ when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counteroffer on the part of the County.

Shawnee County interprets the term "lowest responsible and best bidder" as requiring Shawnee county to:

- A. Choose between the kinds of materials, goods, wares, or services subject to the proposal, and
- B. Determine which proposal is most suitable for its intended use or purpose. Shawnee County can consider among other factors such things as labor cost, service and parts availability and maintenance costs of items upon which proposals are received. Shawnee County can determine any differences or variations in the quality or character of the material, goods, wares or services performed or provided by the respective vendors.

Shawnee County will award the bid, if the successful vendor refuses or fails to make deliveries of the materials/services within the times specified in the RFQ, purchase order or contractual agreement, Shawnee County may by written notice, terminate the contract OR purchase order. The success vendor will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.

The vendor hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this RFQ, understands the nature and scope of the work to be

done; and that this proposal is based upon the terms, specifications, requirements and conditions of the RFQ, and documents. The vendor further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope for the project as aforesaid.

Shawnee County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee the information will not be made public. As a governmental entity, Shawnee County is subject to making records available for disclosure pursuant to the Kansas Open Records Act. Any confidential or proprietary information should be clearly marked.

Shawnee county reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A.79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.

The vendor certifies that this proposal is submitted without collusion fraud, or misrepresentation as to other vendors, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.

This Request for Quotation, responses thereto and any contract documents will be governed by the law of the State of Kansas. Any dispute arising out of the same will be litigated only within the courts of the State of Kansas.

Vendor agrees that all data, documents, and information, regardless of form that is generated as a result of this Request for Quotation are the property of Shawnee County. The County shall not be liable to reimburse any vendor for the costs of creating, compiling or delivering the same to the County.

The County is exempt from the payment of Federal and excise taxes and from Kansas sales tax.

*Vendor credit agreements are prohibited. Unless otherwise stated in this document, payment will be made from vendor-submitted invoice(s) via ACH transfer, check or credit card. Shawnee County will not complete any credit application or agree to credit terms supplied by vendor.

CLOSING DATE: Bids will be received until 2:00 p.m. CDT, on the scheduled closing date. The bid portal will not accept any new bids after this time.

SIGNATURE OF BIDS: Each bid must show in the space provided the complete business or mailing address of the bidder and must be signed by him with his usual signature.

WITHDRAWAL OF BIDS: Bids already submitted may be withdrawn on the Electronic Bid System or upon proper identification of bidder and provided request is received prior to time of closing. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal after the time set for closing of bids.

NOTICE TO SUCCESSFUL BIDDERS: The successful bidder will be notified by email or telephone as soon as possible after bids have been opened, tabulated, and analyzed.

NOTICE TO UNSUCCESSFUL BIDDERS: Unsuccessful bidders will not be notified.

REGISTER YOUR COMPANY: If there is a mandatory pre-bid meeting, you must be registered in our bid portal for us to record you as an attendee. If you are not marked as attended, the system will not allow you to download a bid. It will also stop you from downloading your bid if your company is not registered. Please register. This will also allow you to receive notifications of future bid requests.

PLEASE SUBMIT YOUR BIDS EARLY: In case you have problems getting your bid to download and need assistance, we suggest you do not wait until the last minute. Our system will not allow any bids to be downloaded after 2:00 pm.

All bids submitted before the specified bid closing time shall be opened and properly recorded on the bid tabulation sheet. Subsequent to the bid opening, all bids shall be thoroughly evaluated and a determination made as to their compliance with applicable specifications. The appropriate County department head shall make this determination. Upon completion of the above determination, an analysis of all bids submitted shall be prepared and formally presented to the Board of County Commissioners for acceptance and approval of the lowest and/or best bid. The Board of County Commissioners reserves the right to accept or reject any and/or all bids and to waive any irregularities or informalities therein.

PROPOSAL INSTRUCTIONS APPLICABLE TO ALL/MULTIPLE PHASES / CONTRACT TERMS

Pursuant to KSA 19-216f(h), Proposals for phase II and III shall be submitted concurrently at the time and place specified in the request for proposal. The phase III cost proposals shall be opened only after the phase II technical proposals have been evaluated and assigned points.

Pursuant to KSA 19-216f(i) Phase III cost and schedule, which shall prescribe the number of calendar days, proposals shall be opened and read aloud at the time and place specified in the request for proposal. At the same time and place, the evaluation team shall make public its scoring of phase II. Phase III shall be evaluated in accordance with the requirements of the request for proposal. In evaluating the proposals and determining the successful firm, each firms' score shall be determined in a quantifiable and objective manner described in the request for proposal in combination of the points earned in both phase II and phase III.

Pursuant to KSA 19-216f(j) The successful responsive firm shall be awarded the building design-built contract. If the board determines, that it is not in the best interest of the board to proceed with the project pursuant to the proposal offered by the successful firm the board shall reject all proposals. If the determination to reject all proposals is made for the convenience of the board, the successful and responsive firm shall receive twice the stipend listed herein, and all other responsive firms shall receive an amount equal to such stipend. If the determination is made to reject all proposals as a result of proposals exceeding the budget published in the request for proposals or otherwise not complying with the request for proposal, the board need not remit a stipend to the firms.

Pursuant to KSA 19-216f(k) If all proposals are rejected, the board may solicit new proposals using different design criteria, budget constraints or qualifications.

Pursuant to KSA 19-216f(l) As an inducement to qualified firms, the board shall pay a stipend, in the amount of Five Hundred Dollars (\$500.00), to each prequalified firm whose proposal is responsive but not accepted. Upon payment of the stipend to any unsuccessful firm, the board shall acquire a nonexclusive right to use the design submitted by the firm, and the firm shall have no further liability for its use by the

board in any manner. If the firm desires to retain all rights and interest in the design proposed, the firm shall forfeit the stipend.

- 4.1 Proposal Reference Number:** The above-number has been assigned to this Request and MUST be shown on all correspondence or other documents associated with this Request and MUST be referred to in all communications. All communications must be submitted on the Electronic Bid System or via email to the address below to insure accurate information and complete dissemination to all interested parties. The single point of contact for all inquiries as to the Request for Qualifications process is:

Shawnee County Parks & Recreation Project Manager / Park Planner

Brian Toby

Phone 785.251.6980

Brian.Toby@snco.us

No communication is to be had with any other County regarding this Request for Qualifications unless otherwise stated.

Violations of this provision may result in the rejection of the proposal.

- 4.2 Negotiated Procurement:** The County reserves the right to negotiate any part of this proposal and any subsequent contract. The firm's proposals are to demonstrate to the County the qualifications and experience of the Design-Build Team.
- 4.3 Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the Design-Build Team. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request. All responses will become the property of the County and will be a matter of public record subsequent to signing of the contract or rejection of all proposals.
- 4.4 Acceptance or Rejection:** If the Board determines, that it is not in the best interest of the Board to proceed with the project pursuant to the proposals offered, the Board shall reject all proposals. If all proposals are rejected, the Board may solicit new proposals using different design criteria, budget constraints or qualifications.
- 4.5 Contract:** The successful Design-Build Team shall sign a written contract with Shawnee County.
- 4.6 Contract Formation:** No contract shall be considered to have been entered into by Shawnee County until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful Design-Build Team.
- 4.7 Open Records Act:** All proposals become the property of Shawnee County. Kansas law requires all information contained in proposals to become open for public review once a contract is signed or all proposals are rejected.

4.8 Insurance: Shawnee County shall not be required to purchase any insurance against loss or damage to any personal property nor shall Shawnee County establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the Design-Build Team shall bear the risk of any loss or damage to any personal property.

4.9 Independent Contractor: Both parties, in the performance of this contract, shall be acting in their individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Design-Build Team accepts full responsibility for payment of unemployment insurance, worker's compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

4.10 Conflict of Interest: The Design-Build Team shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of Shawnee County and who are providing services involving this contract or services similar in nature to the scope of this contract to Shawnee County. Furthermore, the Design-Build Team shall not knowingly employ, during the period of this contract or any extensions to it, any Shawnee County employee who has participated in the making of this contract until at least one year after his/her termination of employment with the Shawnee County. The Design-Build Team shall have no affiliation with the building in question.

All inquiries requesting clarification of the Request should be asked on the Electronic Bid System or by email to Shawnee County (email: brian.toby@snco.us) by April 5, 2023 at 2:00 p.m. (CST). Impromptu questions will be permitted and spontaneous unofficial answers provided, however the Design-Build Team should clearly understand that the only official answer or position of Shawnee County will be in writing in an email and will be sent to all Teams responding to the Request. Failure to properly notify Shawnee County via email of any conflicts or ambiguities in the Request may result in items being resolved in the best interest of Shawnee County. Any modification to this Request as a result of any written answers to written questions, shall be made in writing by addendum and email/mailed to all vendors who received the original request from the County. Only written communications are binding.

Proposals received shall be kept secured and sealed until closing. Shawnee County shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the deadline because it was not properly identified on the outside of the envelope or container. Late proposals will be retained unopened in the file and will not receive consideration.

4.11 Submission of Proposals: **All proposals shall be submitted on the County's Electronic Bid System.**

All questions regarding this bid should be posted on the online Electronic Bid System. Impromptu questions will be permitted and spontaneous unofficial answers provided, however Design Builders should clearly understand that the only official answer or position of Shawnee County will be via **the online Electronic Bid System** and will be sent to all Design Builders responding to the Request. Failure to properly notify Shawnee County via **the online Electronic Bid System** any conflicts or ambiguities in the Request may result in items being resolved in the

best interest of Shawnee County. Any modification to this Request as a result of any written answers to written questions, shall be made in writing via **the online Electronic Bid System** to all vendors who received the original request from the County.

Proposals received shall be kept secured and sealed until closing. Shawnee County shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the deadline because it was not properly identified on the outside of the envelope or container. Late proposals will be retained unopened in the file and will not receive consideration.

- 4.12 Signature of Proposals:** Each proposal shall give the complete mailing address of the Design-Build Team and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each proposal shall include the Design-Build Team's Federal Employer's Identification Number.
- 4.13 Acknowledgment of Addenda:** All Design-Build Teams shall acknowledge receipt of any addenda to this Request on the Electronic Bid System. Failure to acknowledge receipt of any addenda will prohibit the submission of a bid on the Electronic Bid System and may render the proposal to be non-responsive. Changes to this Request shall be issued only by the County in writing and posted on the Electronic Bid System
- 4.14 Withdrawal of Proposals:** A proposal may be withdrawn from the Design-Build Team to the County on the Electronic Bid System, via email or fax prior to the closing date.
- 4.15 Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. Copies of individual proposals may be obtained under the Kansas Open Records Act by calling 785.251.4490 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address, or a Design-Build Team may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.
- 4.16 Schedule:** The following schedule will apply to this process (subject to modification as necessary at the County's discretion):

Phase	Event	Date	K.S.A. Ref.
I	County published notice of intent to issue RFQ	12/05/2022	19-216f
I	RFQ released by County	02/06/23	19-216f
I	Phase I Deadline to submit inquiries	02/24/23 at 2:00 PM (CST)	
I	Phase I “Statement of Qualifications” Deadline	03/08/23 at 2:00 PM (CST)	19-216f
I	Phase I “Statements of Qualifications” review by County completed	03/31/23	19-216f
II	Phase II “Short list” of qualified firms announced/notified by email	04/03/23	19-216f
II	Phase II Facility Tour	By appointment	
II	Phase II “RFP In-Depth” response Deadline	05/05/23 at 2:00 PM (CST)	19-216f
III	Phase III Interviews conducted by SCP+R	05/23/2023 to 05/25/2023	19-216f
III	Phase III scoring by SCP+R	05/31/2023	19-216f
	County and successful firm negotiate contract	TBD	
	Contract awarded	TBD	

Sales and Use Taxes: The County is exempt from state sales and use taxes on materials and equipment to be incorporated into the work. Sales and use taxes shall not be included in the Price Proposal items. Tax Exemption Certificate will be provided by the County.

Each proposer has the responsibility to do the following: 1. Thoroughly examine the RFQ/RFP documents and all addenda; 2. Visit the Project site to become familiar with and to satisfy the proposer as to the general, local, and site conditions that may affect cost, progress, and performance of work; 3. Consider federal, state, and local laws and regulations that may affect cost, progress, or performance of work; 4. Study and carefully correlate the proposer’s knowledge and observations with the RFQ/RFP documents and related data; 5. Promptly notify the County of all conflicts, errors, ambiguities, and discrepancies, which the proposer has discovered in the RFQ/RFP documents.

Exhibit 1.1 – 2022 Aerial Photo



Exhibit 1.2 – Area of current pool and facility (approximate)

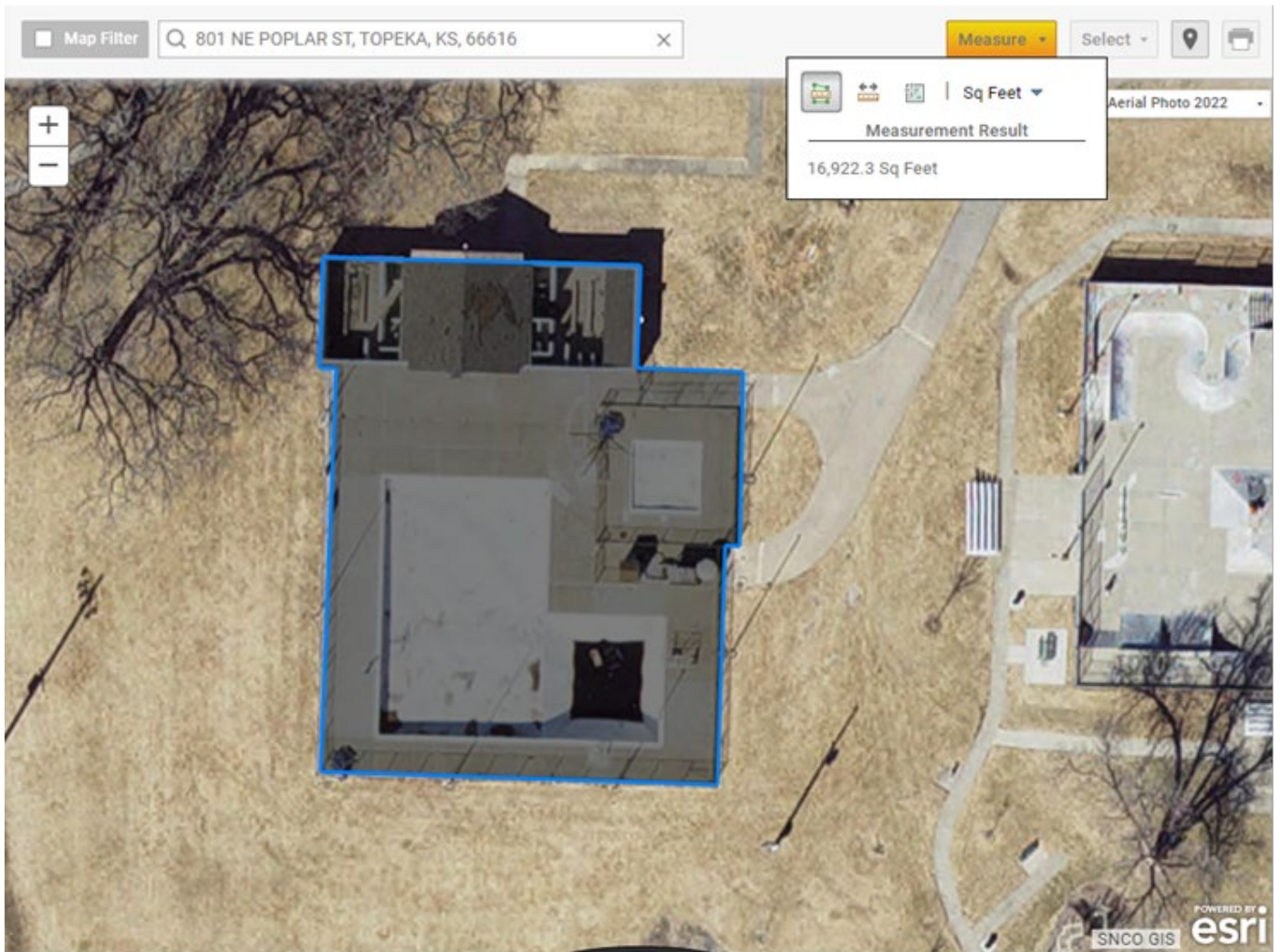


Exhibit 1.3 – Proposed area for construction of new aquatic facility (approximate)

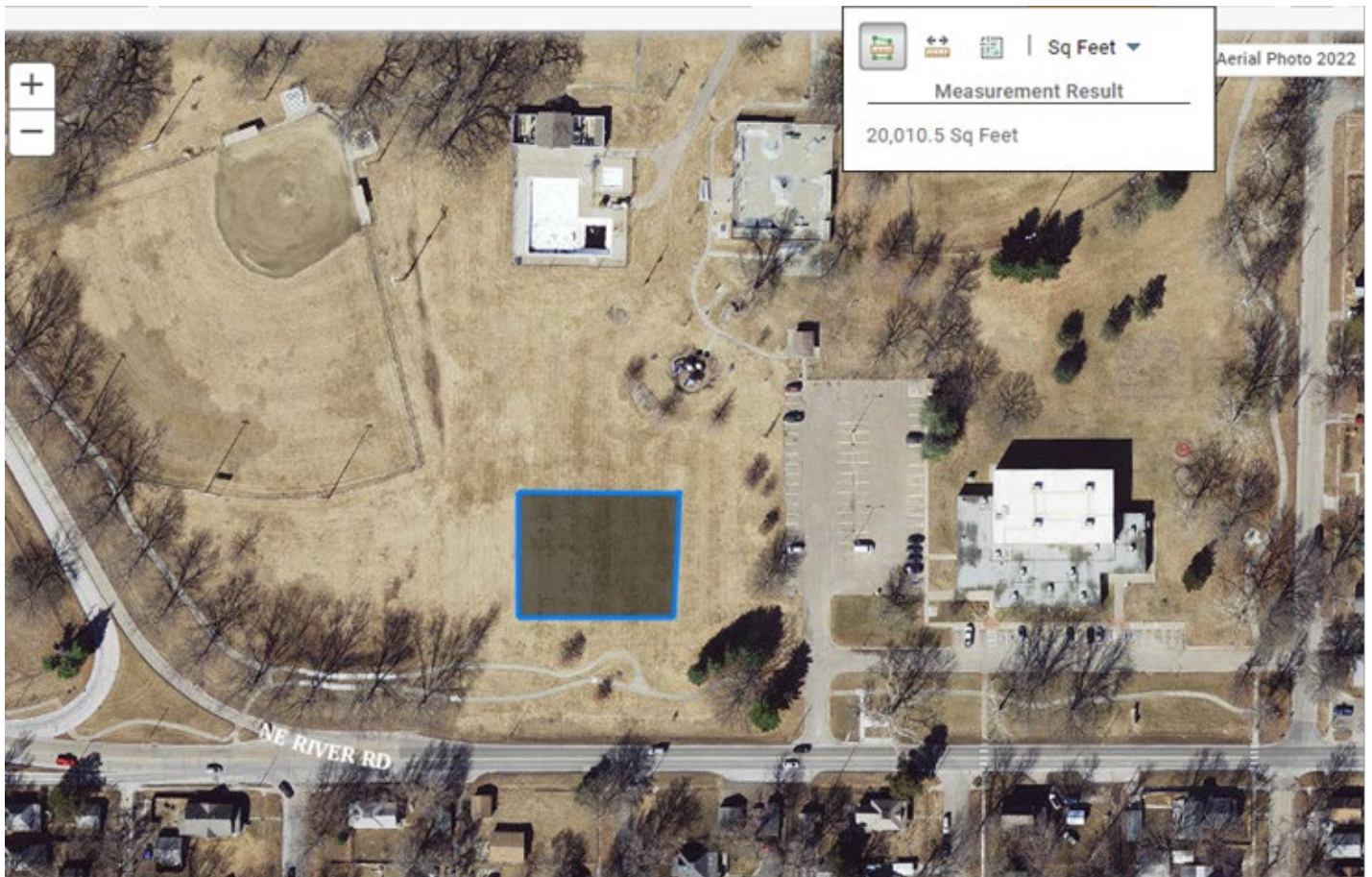


Exhibit 2.1 – Resource Examples

<https://aquatix.playlsi.com/projects/featured-projects/>

<https://www.wbparks.org/lilypadsprings.html>

<https://www.flickr.com/photos/96965449@N07/9303002163/in/photostream/>

<https://www.familyminded.com/s/unique-splash-pad-parks-65280ea425bb481b>

<https://crpd.com/parks/white-rock-splash-park/>

<https://www.anaheim.net/916/Parks-Facilities>

Design-Build Team Statement of Agreement

Shawnee County, Kansas requires that all contracts of Shawnee County and its agencies include specific provisions to ensure equal employment opportunity and that all Design-Build Teams provide evidence of the adoption of an equal employment opportunity program. To comply with these requirements, all persons wishing to enter into a contract with Shawnee County shall complete and sign this agreement.

The Team agrees to:

1. Comply with K.S.A. 44-1030 requiring that:
 - (A) The Design-Build Team shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability unrelated to such person's ability to engage in the particular work, national origin or ancestry;
 - (B) In all solicitations or advertisements for employees, the Design-Build Team shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the County;
 - (C) If the Design-Build Team fails to comply with the manner in which the Design-Build Team reports to the County in accordance with the provisions of K.S.A. 44-1031, the Design-Build Team shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
 - (D) If the Design-Build Team is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the County which has become final, the Design-Build Team shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
 - (E) The Design-Build Team shall include the provisions of paragraphs (A) through (D) in every sub-contract or purchase order so that such provisions will be binding upon such sub-contractor or vendor.
2. Guarantee that during the performance of any agreement the Design-Build Team and its sub-contractors, vendors, and suppliers shall comply with all provisions of the Civil Rights Act of 1866 as amended, Civil Rights Act of 1964 as amended, Equal Employment Opportunity Act of 1972 as amended, Executive Order 11246, Age Discrimination in Employment Act of 1967 as amended, Americans with Disabilities Act of 1990 and Rehabilitation Act of 1973 as amended, Equal Pay Act of 1963 and any regulations or amendments thereto.
3. Submit to the County a written affirmative action program, a certificate of compliance or such other certificate as is acceptable to the County which is evidence of the adoption of an affirmative action program.

The Design-Build Team agrees to maintain a current and accurate plan on file with the County and shall update the plan as needed.

Contractor Company Name

Company Address

Signature and Title

Date

Architect Company Name

Company Address

Signature and Title

Date

Submit with your proposal

CONTRACTUAL PROVISIONS ATTACHMENT

1. TERMS HEREIN CONTROLLING PROVISIONS

It is expressly agreed that the terms of each and every provision in this Attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. AGREEMENT WITH KANSAS LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION

If, in the judgment of the Financial Officer, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Shawnee County may terminate this agreement at the end of its current fiscal year. Shawnee County agrees to give written notice of termination to Design-Build Team at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Design-Build Team shall have the right, at the end of such fiscal year, to take possession of any equipment provided Shawnee County under the contract. Shawnee County will pay to the Design-Build Team all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by Shawnee County, title to any such equipment shall revert to Design-Build Team at the end of Shawnee County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the Design-Build Team.

4. DISCLAIMER OF LIABILITY

Neither Shawnee County nor any departments or divisions thereof shall hold harmless or indemnify any Design-Build Team.

5. ANTI-DISCRIMINATION CLAUSE

The Design-Build Team agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful and to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry in the admission or access to, or treatment or employment in, its programs or activities; (b) to

include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The Design-Build Team understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended, in whole or in part by Shawnee County.

6. ACCEPTANCE OF CONTRACT

This contract shall not be considered accepted, approved or otherwise effective until the legally required approvals and certifications have been given.

7. ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to find Shawnee County or any department or division thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, Shawnee County shall not agree to pay attorney fees or late payment charges, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. REPRESENTATIVE'S AUTHORITY TO CONTRACT

By signing this contract, the representative of the Design-Build Team thereby represents that such person is duly authorized by the Design-Build Team to execute this contract on behalf of the Design-Build Team and that the Design-Build Team agrees to be bound by the provisions thereof.

9. RESPONSIBILITY FOR TAXES

Shawnee County shall not be responsible for, nor indemnify a Design-Build Team for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. INSURANCE

Shawnee County shall not be required to purchase any insurance against loss or damage to any personal property to which this contract relates. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the Design-Build Team shall bear the risk of any loss or damage to any personal property in which the Design-Build Team holds title.

11. AUTOMATED CLEARING HOUSE (ACH)

Shawnee County prefers to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. Shawnee County may require vendors to accept payments via ACH. To initiate payment of invoices, vendors shall execute the County's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the Payment Authorization Agreement will authorize the County to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be made in United States currency.

Design-Build Team:

AUTHORIZED SIGNATURE CONTRACTOR: _____

AUTHORIZED SIGNATURE ARCHITECT: _____

Submit with your proposal

All questions regarding this bid should be posted on the online Electronic Bid System.

For problems with the online Electronic Bid System, please contact:

Shawnee County Audit Finance Department

e-mail: Auditfinance@snco.us phone: (785) 251 – 4307