LEAWOOD AQUATIC CENTER
POOL HOUSE DESIGN, DEMOLITION AND CONSTRUCTION

Request for Qualifications

Issue Date: February 17, 2020
Submission Deadline: 4:00 PM, February 27, 2020
Submit to: Chris Claxton, Director, 4800 Town Center Drive, Leawood, KS 66211, chrisc@leawood.org
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1. Overview of the Requirements

1) The City of Leawood, Kansas, through its Parks and Recreation Department is requesting qualifications for the demolition of the existing pool house and design and construction of a new Pool House at the Leawood Aquatic Center.

The RFQ is part of a multi-phase process that will include evaluation of the qualifications to determine a short-list of qualified submittals, in order to move forward.

2) The RFQ is intended for Architects, or other professionals with previous experience of, or current projects specific to Aquatic Center Facility Design.

3) The Leawood Parks and Recreation Department is located in Leawood, Kansas, a suburban community in the Kansas City metropolitan area located in Johnson County, Kansas. Leawood was incorporated as a City in 1948. The community covers 14.7 square miles and resembles an elongated rectangle running north/south. Both Interstate 435 and the K-150 highway corridor cross through the City. I-435 is just north and K-150 south of the center of the community.

4) The original facility was built in 1974 and has had several expansions over the years.

5) Qualifications must meet or exceed the requirements contained herein. The below estimated scope of work has been identified to be completed. The selected firm will provide all permits for construction as required by the City. All work must be completed in compliance with the ADA and other applicable laws. Work shall include, but is not limited to:

a. Providing all architectural, civil, structural, mechanical, fire protection, electrical, landscape, telecommunication, low voltage, and security design services and any other related design services which are normally or customarily furnished by the Architectural and Engineering professionals throughout the programming, planning, design, documentation, bidding, construction administration, and warranty phases.

b. Actively engaging with the Owner in a manner encouraging and supporting collaboration, cooperation, open communication, and trust.

c. Developing a detailed work plan updated on a regular basis and presented to the Owner as necessary.

d. Coordinating, conducting, and documenting regularly scheduled meetings with the Owner as required to facilitate and advance the design and construction process.

e. Creating and distributing meeting agendas, and timely issuance of comprehensive meeting minutes documenting design processes, evaluations, and decisions.

f. Conducting meetings and workshops as necessary to fully understand the Owner’s specific needs and expectations for the scope of the project. Document the findings in the project program.

g. Developing schematic and development designs for review, evaluation and approval by the Owner and for budget development and evaluation.

h. Preparing modifications and adjustments to the schematic and development designs to meet the Owner’s approval and to address budget requirements.

i. Developing a lifecycle cost analysis for mechanical and electrical systems to evaluate at a minimum the initial Capital Cost, Energy Cost, Maintenance Cost, and Replacement Cost.
j. Evaluating and presenting for consideration design concepts, building materials and systems that have a reduced adverse impact on the local and global environment.

k. Making real time 3D updates to the design for quick resolution and response during Schematic Design and Design Development meetings. Any software, hardware, etc. required to present in 3D, real time will be provided by the designer.

l. Developing materials for submissions and presentation to the Leawood Planning Commission and the Leawood City Council.

m. Attending all required presentations to the Leawood Park Advisory Board, Leawood Planning Commission, and Leawood City Council.

n. Designing a new structure based on footprint as determined by staff: Design shall include schematic renderings (both interior and exterior) to include all elevations and material samples. Design must take into account the need to keep pumps in the current location. In summary, the consultant must be able to analyze current function of the pools as they relate to the new design. Staff has identified the following to be included in the design, if the budget is not exceeded:

   i. Admissions and control desk with designated entry and exit flow
   ii. Lifeguard break room
   iii. Manager’s Office
   iv. Concession
   v. Storage
   vi. Two unisex or family change/restrooms
   vii. Men’s restroom/showers
   viii. Women’s restroom/showers
   ix. Two multi-purpose/party rooms

2. Request for Qualifications

2.1 Inquiries

All inquiries related to this RFQ are to be directed to the contact person at the email address on the front cover of this RFQ. Information obtained from any other source is not official and should not be relied upon.

2.2 Closing Date

Complete hard copies and one electronic copy of each response must be received by 4:00 PM, Friday, February 28, 2020 at the address on the front cover of this RFQ. Responses must not be sent by facsimile or via email. Responses and their envelopes should be clearly marked with the name and address of the respondent and the project name.

2.3 Late Responses

Late responses will not be accepted.

2.4 Qualifications Review Committee

The review committee will consist of the following staff members: Chris Claxton, Director of Parks and Recreation; David Ley, Director of Public Works; Kim Curran, Superintendent of Recreation and Brian Anderson, Superintendent of Parks.
2.5 **Review and Selection**

The RFQ is being used for pre-qualification purposes:

The qualifications review committee will check responses against the evaluation criteria. Responses not meeting all mandatory criteria will not be considered for review. Qualified respondents will be provided with a copy of the RFP when one is issued.

*Please review evaluation criteria outlined in section 5, page 5*

2.6 **Signed Responses**

Responses can only be signed by the person(s) in authority to do so.

2.7 **Acceptance of Responses**

This request for qualifications does not commit the City of Leawood, Kansas to award a contract, pay any costs incurred in the preparation of a submittal or to procure or contract the services for supplies. The City of Leawood reserves the right to accept or reject any or all submittals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety the Request for Qualifications, if it is in the best interest of the City of Leawood, Kansas.

**NOTE:** Successful Architect will need to enter into an agreement containing the terms on the attached Exhibit A – [see attached]

### 3. Services

In addition to the services outlined in Section 1, respondents must be able to meet the time frame for design and construction in order for the facility to operate normal seasons in years 2020 and 2021; specifically – Memorial Day weekend to Labor Day.

### 4. Evaluation Criteria

The evaluation criteria will include:

- A. Experience with the type of project as specified
- B. Years of experience in the field
- C. Project understanding
- D. Project approach
- E. Key personnel and availability
- F. Proven capacity to deliver the project requirements on time and on budget
- G. Customer service

### 5. Submission Requirements

All respondents must submit the following:

- A. A statement of interest
- B. A resume outlining the respondent’s experience, the experience of key team members and a response to the qualification review criteria
- C. Experience as it specifically relates this type of project (i.e. an aquatic center pool house.)
- D. Three professional references
EXHIBIT “A”

ADDENDUM

This addendum is attached to and made a part of the agreement dated the ____ day of ________, by and between the City of Leawood, Kansas and _________________ and revises and supersedes any inconsistent provisions of the contract documents.

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.
IV.