

Department of Procurement and Contract Compliance

REQUEST FOR PROPOSAL



RFP 40848

For

**“8th Street Park – Park and Stormwater
Improvements Project”**

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Article I. General Information

Section 1.01 *Method of Source Selection*

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas Procurement Code and Regulations allows for the use of Competitive Sealed Proposals when it is determined in writing that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government.

Section 1.02 *Purpose*

The Unified Government of Wyandotte County/Kansas City, Kansas, Department of Public Works is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of providing engineering and park planning services for the ARPA funded 8th Street Park – Park and Stormwater Improvements Project.

Offerors providing such services must meet the requirements, as specified herein.

Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. This encouragement does not infer preference and all solicitations will be evaluated equally.

Section 1.03 *Existing Environment*

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

Section 1.04 *Required Review*

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the Procurement Officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Procurement Officer, in writing, at least ten days before the time set for opening.

Section 1.05 *Protests and Appeals*

Any protest or appeal of the award of the Agreement must be in writing and received by the Director of Purchasing within seven (7) days of the County Administrator's decision. The written communication must list the specific areas of protest and suggested remedy. The decision of the Purchasing Director

on any protest or appeal shall be final.

Section 1.06 *Inquiries - Clarifications*

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the Procurement Officer via email, to the Department of Procurement and Contract Compliance ATTN: Sharon Reed sreed@wycokck.org Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be confirmed in writing by the interested party.

Section 1.07 *Amendments & Addendums*

Amendments and addendums will be made by addendum issued only to offerors known to have the Request for Proposal.

Section 1.08 *Alternate Proposals*

Offerors may only submit one proposal for evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

Section 1.09 *Implied Requirements*

By submission of the proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the Request for Proposals, unless the proposal specifically states otherwise. Any products and services that are not specifically addressed in the RFP but which are necessary to provide functional capabilities proposed by the offeror must be included in the proposal.

Section 1.10 *Project Timetable & Contract Term*

The project timetable set out herein represents the Unified Government’s best estimate of the schedule that will be followed.

Issue RFP:	February 1, 2024
Pre-proposal conference:	February 15, 2024 @ 11:00 AM CST (Virtual)
Last day for Questions:	February 26, 2024 @ 11:00 AM CST
Proposals Due:	March 7, 2024 @ 2:00 PM CST
Proposal Evaluation Committee completes evaluation:	March 14, 2024
Notice of Award:	March 15, 2024
Contract Start:	March 25, 2024
Contract Complete:	December 31, 2025

Section 1.11 Location of Work

The location(s) the work is to be performed is bounded by North 6th Street on the east, North 11th Street on the west, Minnesota Avenue on the north and Tenny Avenue on the south. Work will specifically be located within the North 8th Street and Orville Avenue intersection, the Kansas City, Kansas Housing Authority apartments at North Coy Street and Splitlog Avenue and areas to the south of the apartments, Northrup Park, and Splitlog Park, as shown in Exhibit 1 below.



Exhibit 1. Project Overview Map

Section 1.12 *Proposals and Presentation Costs*

The Unified Government of Wyandotte County/Kansas City, Kansas will not be liable in any way for any costs incurred by the offeror in the preparation of their proposal in response to the RFP nor for the presentation of their proposal and/or participation in any discussions or negotiations.

Section 1.13 *Disclosure of Proposal Contents*

All proposals and other material submitted become the property of the Unified Government and may be returned only at the Unified Government's option. Kansas Open Records Act requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the Procurement Officer does so, and if the Procurement Officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

Section 1.14 *Independent Contractor Relation*

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the Offeror in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Offeror shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

Section 1.15 *Determination of Responsibility*

Per § 29-198 (Duty Concerning Responsibility), before awarding a contract the Procurement Officer must be satisfied that the offeror is responsible.

All offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such offeror. The determination of responsibility shall be governed by Section 29-198 of the Unified Government's Procurement Code and Regulations. The contract file shall contain the basis on which the award is made.

Section 1.16 Evaluation

The selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Offerors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 8 of this RFP.

Section 1.17 Equal Treatment

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the Request for Proposals, the Request shall be amended to incorporate such clarification or change. Auction techniques (revealing one offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

Section 1.18 Award

The contract shall be awarded in whole or in part to the responsible offeror whose proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful offeror based upon the evaluation of the selection committee's recommendation. The decision of the County Administrator will be final unless an appeal is filed as described in the protest section.

Section 1.19 Notification of Award

Written notice of award shall be sent to the successful offeror. The successful offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:

- If the selected offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form (Form **will be provided by the Unified Government**).
- Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.
- Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
- The selected offeror will be required to come into compliance with chapter 11 of the Procurement Code and Regulations regarding Affirmative Action and Equal Employment Opportunity as required by Sections 29-585 and 29-586 of the Code of Ordinance of the Unified Government of Wyandotte County / Kansas City, Kansas.

Contact the Department of Procurement and Contract Compliance located on the 6th Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 649 or call (913) 573-5465 for information regarding compliance requirements."

- The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the “Local Governments”), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Offeror agrees that the offeror shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of offeror’s compliance with the Tax Laws of the Local Governments shall be a condition of award. All offerors entering into a contract and all subsequent renewals with the Unified Government in the amount of \$20,000.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the “Local Governments” and submitted to the Unified Government Department of Procurement and Contract Compliance. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. **(Forms are attached. Offeror to obtain property tax clearance certifications and submit with proposal.)**

Section 1.20 *Right to Reject Proposals*

The Unified Government reserves the right without contest to accept or reject any proposals or alternate proposals. Offerors must comply with all of the terms of the RFP, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The Procurement Officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not restrict the rights of the Unified Government or qualify their proposal. If an offeror does so, the Procurement Officer may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities may be waived by the Procurement Officer if determined that they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work; or,
- do not constitute a substantial reservation against a requirement or provision.

If no offerors meet all the mandatory requirements of the Request for Proposals, or if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award, may submit a revised Request for Proposals to offerors at a later date, or may choose to negotiate with those submitting proposals.

Section 1.21 *Mistakes in Proposals Discovered Prior to Award*

At any time prior to the specified date and time for submission, an offeror may withdraw or modify a proposal prior to the established due date which is either the time and date announced for the receipt of

proposals or receipt of modifications to proposals or if discussions have begun, it is the time and date by which best and final offers must be submitted provided that only offerors who submitted proposals by the time announced for the receipt of proposals may submit best and final offers. Any proposal modification must be in writing, executed by an authorized person, and submitted prior to the proposal submission date. The Unified Government will deal with mistakes in proposals:

- 1) **During Discussions: Prior to Best and Final Offers:** once discussions are commenced with any offeror or after best and final offers are requested, any offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers;
- 2) **Minor Informalities:** Minor informalities unless otherwise corrected by an offeror as provided in this Section, shall be treated as they are under competitive sealed bidding;
- 3) **Correction of Mistakes:** if discussions are not held or if the best and final offers upon which award will be made have been received, mistakes may be corrected and intended correct offer will be considered only if:
 - a) The mistakes and the intended correct offer are clearly evident on the face of the proposal in which event the proposal may not be withdrawn; or
 - b) The mistake is not clearly evident on the face of the proposal, but the offeror submits proof of evidentiary value which clearly and convincingly demonstrates both the existence of a mistake and the intended correct offer, and such corrections would not be contrary to the fair and equal treatment of the other offerors.

Section 1.22 ***Mistakes in Proposals Discovered after Award***

Mistakes shall not be corrected after award of the contract except where the Purchasing Director or the Public Works Director finds it would be unconscionable not to allow the mistake to be corrected.

Section 1.23 ***Ownership of Reports, Drawings, Specifications, etc.***

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, findings, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall be the property of the Unified Government.

Article II. Standard Proposal Information

Section 2.01 ***Authorized Signature***

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the opening date.

Section 2.02 *Pre-Proposal Conference*

A VIRTUAL pre-proposal conference will be held at for one (1) hour at 11:00AM, Central Standard Time, on February 15, 2024. The VIRTUAL pre-proposal conference will be by Microsoft Teams Link or by phone number (listed below). The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Teams Link: [Click here to join the meeting](#)

Meeting ID: 280 682 182 273

Passcode: tUjKd

Or call in (audio only)

[+1 913-295-9323,,975754364#](#) United States, Kansas City

Phone Conference ID: 975 754 364#

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

Section 2.03 *Supplemental Terms and Conditions*

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the Unified Government's rights under any contract resulting from the RFP will be considered null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- [a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- [b] if the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

Section 2.04 *Discussions with Offerors*

The Unified Government may conduct discussions with offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP identified by the Procurement Officer. Discussions may only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final proposal submissions from those offerors with whom discussions were held.

Proposals may be reevaluated after receipt of best and final proposal submissions. Re-evaluation will be limited to the specific sections of the RFP opened to discussion by the Procurement Officer.

Offerors with a disability needing accommodation should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made.

Section 2.05 Prior Experience

No specific minimums have been set for this RFP.

Section 2.06 Evaluation of Proposals

An evaluation committee made up of the Procurement Officer and at least two Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in section eight (8) of this RFP.

Section 2.07 Contract Negotiations

After completion of the evaluation, including any discussions held with offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the offeror's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The offeror will be responsible for all travel and per diem expenses related to contract negotiations.

Section 2.08 Failure to Negotiate

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the offeror and the Unified Government, after a good faith effort, simply cannot come to terms,

the Unified Government may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

Article III. Standard Contract Information

Section 3.01 *Contract Type*

This contract is a Time and Materials, "Not to Exceed" Maximum Fee contract.

Section 3.02 *Contract Approval*

This RFP does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator, the Administrator's designate, or the procurement officer. Upon written notice to the contractor, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the offeror, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

Section 3.03 *Proposal as a Part of the Contract*

Part or all of this RFP and the successful proposal may be incorporated into the contract.

Section 3.04 *Additional Terms and Conditions*

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations. The American Rescue Plan Act (ARPA) funding requires additional contractual terms and conditions which are included in the Article IX Attachments.

Section 3.05 *Insurance Requirements*

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the Unified Government and Board of Public Utilities. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Insurance Requirements

The selected offeror awarded this contract(s) is required to provide a Certificate of Insurance that contains a minimum of the following coverage and limits:

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide thirty (30) days written notice to the Unified Government by registered mail prior any modification, cancellation, non-renewal or other change in coverage. The successful offeror shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract.

In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required policies of insurance should expire or are canceled, it will be the responsibility of the offeror to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The offeror shall agree to indemnify the Unified Government of Wyandotte County/Kansas City, Kansas and save it harmless against any and all loss, damage, expense, liability or claim of liability, expense for injury, death or damage to property directly caused by the offeror's negligence arising out of performance by the offeror of the agreement.

The Unified Government and the Board of Public Utilities, in the name of the Unified Government, shall be named as an additional insured.

The following minimum coverage is required of vendors providing services:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation and Employer's Liability	
Workers' Compensation	Statutory
Employers' Liability	Statutory
Comprehensive Automobile Liability	
Bodily Injury	\$500,000 each person
	\$500,000 each accident
Property Damage	\$500,000 each occurrence
Comprehensive General Liability	
Bodily Injury	\$1,000,000 each person
	\$1,000,000 each accident

Property Damage	\$1,000,000 each occurrence
Professional Liability	\$1,000,000

1. Additional Insured endorsement shall read exactly as follows:
The Unified Government and/or the Board of Public Utilities, in the name of the Unified Government, shall be named as additional insured with respect to the work performed for the contract(s): RFP 40848 "8th Street Park – Park and Stormwater Improvements Projects"
2. Certificate Holder:
Provide BID or RFP Number and Title in the "miscellaneous" area of certificate.
Address all certificates to the Unified Government Wyandotte County/Kansas City, Kansas – Department of Procurement and Contract Compliance, 701 N 7th Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444 Office 913-573-5440.

Section 3.06 Proposed Payment Procedures

The Unified Government will make payments based on a negotiated payment schedule. Each billing must consist of an invoice, progress report and proof of prior payment received. No payment will be made until the invoice, progress report, and proof of prior payment received have been approved by the Unified Government representative.

Section 3.07 Proposed Payment Option

A Virtual Payment Option is now available. If you would like to learn contact, Lonia Green, Accounts Payable, 913-573-5138

Section 3.08 Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the Unified Government representative. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

Section 3.09 Contract Changes - Unanticipated Amendments

During the course of this contract, the selected offeror may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Unified Government representative will provide the offeror a written description of the additional work and request the offeror to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The selected offeror will not commence additional work until the Unified Government representative has secured any required Unified Government approvals necessary for the amendment and issued a written contract amendment, approved by the County Administrator.

Article IV. Required Contractual Terms and Conditions

GENERAL CONDITIONS

The following terms and conditions must be agreed to by the successful Offeror and are hereby made a part of the contract entered into between the Unified Government and the successful Offeror, unless specifically modified in writing:

1. **Governing Law.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.
2. **Compliance with Law.** OFFEROR shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
3. **Authority To Contract.** OFFEROR represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

6. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify OFFEROR for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, OFFEROR shall pay the Unified Government occupation tax prior to execution of the Agreement.
7. **Licenses and Permits.** OFFEROR shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. OFFEROR shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective.

Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.

8. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by OFFEROR are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to OFFEROR.

9. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, OFFEROR shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.
10. **Equal Opportunity.**
 - a. OFFEROR shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
 - b. OFFEROR will ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. OFFEROR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.

- c. OFFEROR, in all solicitations or advertisements for employees placed by or on behalf of OFFEROR, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. OFFEROR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- e. OFFEROR shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If OFFEROR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and OFFEROR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, OFFEROR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. OFFEROR shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. OFFEROR, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

11. Representations.

OFFEROR makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Procurement Code.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the Procurement Code.
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

12. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
13. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
14. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
15. **Termination for Default.** If OFFEROR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify OFFEROR in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate OFFEROR rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay OFFEROR the costs and expenses and reasonable profit for services performed by OFFEROR prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due OFFEROR such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by OFFEROR because of the default.

Except with respect to defaults of subcontractors, OFFEROR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if OFFEROR has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, OFFEROR shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit OFFEROR to meet the contract requirements Upon request of OFFEROR, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, OFFEROR's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of OFFEROR's right to proceed under the provisions of this clause, it is determined for any reason that OFFEROR was not in default under the provisions of this clause, and both the Unified Government and OFFEROR agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by OFFEROR will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If OFFEROR is adjudged bankrupt or insolvent;
- If OFFEROR makes a general assignment for the benefit of his creditors;

- If a trustee or receiver is appointed for OFFEROR or any of his property;
- If OFFEROR files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If OFFEROR repeatedly fails to supply sufficient services;
- If OFFEROR disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

16. **Termination for Convenience.** The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to OFFEROR specifying the part of the contract terminated and when termination becomes effective.

OFFEROR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination OFFEROR will stop work to the extent specified. The Procurement Officer shall pay BIDDER the following amounts:

All costs and expenses incurred by OFFEROR for work accepted by the Unified Government prior to OFFEROR's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by OFFEROR for work not yet accepted by the Unified Government but performed by OFFEROR prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by OFFEROR shall not be allowed.

17. **Disputes.** All controversies between the Unified Government and OFFEROR which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by OFFEROR for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then OFFEROR may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to OFFEROR by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or OFFEROR brings an action seeking judicial review of the decision in the Wyandotte County District Court.

OFFEROR shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event OFFEROR shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

18. **Ownership.** All drawings, specifications, renderings and models and other design work (including CAD and electronic files) prepared the Project, including all copyrights thereto, are the property of the Unified Government whether the Project is executed or not, and shall not be used by any person other than the Unified Government on projects other than the Project unless expressly authorized in writing by Unified Government. Without limitation, the Unified Government may use all drawings, specifications, renderings and models and other design work (including CAD and electronic files) prepared for the Project, including the ideas and designs contained therein in connection with the further design, construction, use, maintenance, repair, and occupancy of the Project, and in connection with additions, alterations, or future construction to the Project. The selected offeror specifically agrees to incorporate the provisions of this paragraph in all contracts for the services of its Subconsultant. All drawings, specifications and other documents and copies furnished to offeror by the Unified Government are for use solely with respect to this Project. They are not to be used by the selected offeror or any Subconsultant on other projects or for additions to this Project outside the scope of the work without the specific written consent of the Unified Government. Subconsultants hired to perform work on this Project are granted a limited license to use and reproduce applicable portions of the drawings, specifications, and other documents to and for use in the execution of their work under this Contract. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project shall not be construed to be a publication or derogation of the rights of the Unified Government, the offeror, or any Subconsultant with respect to such drawings, specifications, and other documents. Provisions of this paragraph shall survive termination and/or completion of this Contract. All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by OFFEROR in connection with the work pursuant to this Agreement, shall be in the Unified Government.
19. **Availability of Records and Audit.** OFFEROR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. OFFEROR agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, OFFEROR shall preserve and make available to persons designated by the Unified Government its records for a period of three years from the date of final payment under the Agreement, as required under 2 CFR §200.334, or until all audit questions have been resolved, whichever period of time is longer.

Article V. Background Information

Section 5.01 *Background Information*

The design and construction of this project is being funded by federal assistance provided to the Unified Government by the Department of Treasury under the American Rescue Plan Act, “ARPA Funds”, Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021). The design and construction of this project must be completed by December 31, 2025 with all funds obligated by December 31, 2024.

Hydrologic and hydraulic modeling was conducted for the northern portion of the Splitlog Creek watershed to evaluate existing watershed conditions and support conceptual designs by Black & Veatch in September 2023. Based on this watershed evaluation, conveyance updates, stormwater detention and green stormwater infrastructure opportunities were identified for the 8th Street Park – Splitlog Creek watershed.

The proposed improvements are outlined in the 8th Street Park/Upper Splitlog Creek Watershed Stormwater Improvements Technical Memorandum (Concept Memo), which is provided as Attachment 4. Engineering services shall be provided for the following improvements described in the Concept Memo:

- Stormwater conveyance and green infrastructure/detention improvements at Northrup Park.
- Conveyance and green infrastructure improvements in the vicinity of the intersection of N 8th Street and Orville Avenue.
- Stormwater conveyance and green infrastructure/detention improvements at Splitlog Park. Parks improvements at Eighth Street Park.

Engineering services for the following improvements are NOT to be provided:

- Stormwater collection, conveyance, and green infrastructure/detention at Eighth Street Park. Design of these improvements are underway, and the selected offeror shall coordinate with that effort to design parks improvements.

The successful offeror will be responsible for the design of the project, development of the construction bid packages, and bidding services. The scope of work also includes an optional task for construction phase services which will be executed by amendment at the discretion of the Unified Government.

Article VI. Project Scope

Section 6.01 *Scope of Work*

The Department of Public Works, Division of Engineering is soliciting proposals for engineering and surveying services.

The department wants assistance to design and create one construction bid package for the proposed improvements outlined in the 8th Street Park/Upper Splitlog Creek Watershed Stormwater Improvements Technical Memorandum that has been provided, including conveyance upgrades,

stormwater detention, and green stormwater detention facilities. This project will mitigate flooding and improve the quality of stormwater runoff within the Splitlog Creek watershed.

The consultant will provide all services listed below EXCEPT for those listed as being excluded. Excluded items are listed below as informational items only and are intended to describe information that will be provided to the selected offeror. These include topographic survey, easement extents and acquisition assistance, public meeting facilitation, and 30% design drawings. These items are being prepared before, and concurrent with, the work to be completed by the selected offeror to assist in meeting the project schedule.

Task 1: Project Management

- Attend one project kickoff meeting with Unified Government and Unified Government representative(s) in order to:
 - Introduce project team
 - Confirm project scope, budget and expectations
 - Transfer available project data
- Progress Meetings
 - Prepare slide deck and attend monthly progress meetings with Unified Government and Unified Government representative(s)
- Prepare and submit monthly progress reports and invoices

Task 2: Field Investigation

Exclusion: Conduct a topographic survey for sewer separation and green infrastructure. Survey will include pipeline route options and green infrastructure sites

[To be provided to selected offeror by Unified Government in AutoCAD format]

Exclusion: Easement extents and acquisition assistance

[To be provided to selected offeror by Unified Government in AutoCAD format]

- Conduct geotechnical engineering services including exploratory field work, laboratory and field testing, and preparation of geotechnical reports, including a subsurface report.

Task 3: Public Engagement

Exclusion: Conduct and facilitate public engagement meetings.

[Up to three (3) public meetings will be conducted in support of the proposed improvements, and these will be facilitated and conducted by others]

- Prepare graphics and materials for, and attend, up to three (3) public engagement meetings

Task 4: Construction Contract Documents

Exclusion: 30% Design documents

[To be provided to selected offeror by Unified Government in AutoCAD format]

Prepare detailed drawings and specifications and associated contract documents for the 8th Street Park – Park and Stormwater Improvements Project for review by Unified Government staff.

- Review Design Basis Information, 30% Design documents, and Survey information provided by the Unified Government and identify any gaps in data or information required to design project.
 - Submit a supplemental information request to the Unified Government.
- The 60% submittal shall include:

- **Narrative / Basis of Design**
 - Location of the Site including street address, Municipality, County on a USGS Quadrangle map or GIS background.
 - Tax Key information and general Legal Description of property
 - Owner(s) name or organization, Owner's Representative and contact information
 - Description of proposed green infrastructure improvements and location(s)
 - Description of stormwater conveyance and level of service proposed
 - General description of existing topographic features
 - Description of parcel history (historical uses and/or buildings)
 - Existing site photographs
 - Summary of Local Ordinance requirements
 - Summary of expected permit requirements from review authorities, i.e.: DNR, COE, Municipality and what permits may be required.
 - Note previous uses of the property from current owner, or previous owner(s) if known.
 - List any current easements that may impact the proposed improvements
 - List other organizations that may have review authority or input to the proposed improvements including neighborhood and charitable organizations, residents, or religious organizations.
- **Stormwater Calculations**
 - Drainage area maps, diagrams or plans included.
 - Stage and storage associated with proposed grading plan, presented in clear and concise tabular form
 - Pre- and Post-Construction (captured) Volume (area) in Gallons, presented in clear and concise tabular form. Stormwater calculations to be provided and tabulated regardless of local reviewing authority's requirements. Gallons indicated MUST align with Narrative and other statements / tables.
 - Hydrographs for 2, 10, 25 and 100-year Rainfall event, present model assumptions and results.
 - Statement indicating that the site is in compliance with any required stormwater management plan certification or recertification.
- **60% Design Plans**
 - Cover Sheet with location map, Sheet Index and Project Name
 - General Notes and Legend
 - Survey Control and Boring Plan
 - Location and description of horizontal and vertical control points.
 - Location and designation of soil borings and infiltration testing.
 - General Plan Layout
 - On-site and adjacent existing Utilities, stormwater and utility easements, natural features (streams, rivers), Property Boundaries, buildings, hardscaping and existing topographic contours. These features are to be shown within 100 feet of the Property Boundaries. Scale shall be appropriate to show entire Property and with enough detail to determine improvement location(s), but no larger than 1"=20'. Show survey control point locations and benchmarks if available and note coordinate system and Datum used. Plan shall follow Unified Government AutoCAD Standards.
 - Green Infrastructure Plan and Details

- If applicable, locations of wetland delineations have been completed and surveyed. Include dates of determinations or delineations, and name of individual that performed the delineation. Wetland Delineation report is included in this submittal.
- Locations of expected, determined or delineated wetlands. Include date(s) of determinations or delineations, and name of person and firm that performed the delineation, if applicable.
- Proposed Features Sheet showing: Proposed green infrastructure feature(s); grading/disturbance and project limits; Flow direction arrows and percentages; proposed underground conveyance systems; dimensions of proposed green infrastructure improvements; locations and dimensions of proposed easement(s); other notations, symbology, or details necessary to convey the design with detail.
 - Landscaping Plans with planting list and details.
 - Park amenities design and layout plan. This task includes review of multiple planning documents to create a cohesive plan for parks amenities that meets community planning priorities and needs.
 - Phased Traffic Control Plan with Hauling routes and detour routes indicated.
 - Operation, Maintenance, and Inspection Plan
- **Final Geotechnical Report**, described in Task 2.
- **Opinion of Probable Construction Cost (60%)**
The CONSULTANT will provide an AACEI Class 4 Engineer's Opinion of Probable Construction Cost (Accuracy range within -30% to +50%)

Task 5: 90% Construction Contract Documents

- Develop 90% design submittal package for the 8th Street Park – Park and Stormwater Improvements Project for formal review by Unified Government staff.
- Provide responses to Unified Government comments on 60% submittal
- The 90% submittal shall include:
 - **Stormwater Calculations** – updated if needed to reflect any refinements to project design
 - **90% Design Plans**
 - Stamped Cover Sheet with location map, Sheet Index and Project Name and Number.
 - General Notes and Legend
 - Demolition Plan
 - Stormwater Plan and Profiles
 - Sanitary Sewer Plan and Profiles
 - Green Infrastructure Plan and Details
 - If applicable, locations of wetland delineations have been completed and surveyed. Include dates of determinations or delineations, and name of individual that performed the delineation. Wetland Delineation report is included in this submittal.
 - Locations of expected, determined or delineated wetlands. Include date(s) of determinations or delineations, and name of person and firm that performed the delineation, if applicable.
 - Final Proposed Grading Plan with tabulated cut/fill volumes for green infrastructure feature(s); grading/disturbance and project limits; Flow direction arrows and percentages; proposed underground conveyance

- systems; dimensions of proposed green infrastructure improvements; locations and dimensions of proposed easement(s); other notations, symbology, or details necessary to convey the design with detail.
- Cross-sections of the proposed improvements.
- Standard and device-specific details including bioretention overflows, cleanouts, anti-seep collars, trench drains, splash pads, manholes, catch basins, curb and gutter sections, and any other detail for construction necessary for clarity.
- Proposed Landscaping Plans include planting list and details.
- Phased Traffic Control Plan with Hauling routes and detour routes indicated.
- Operation, Maintenance, and Inspection Plan
- Park amenities design and layout plan to a 90% design level.
- Specifications package
 - Produce contract technical specifications to be included with the Unified Government's standard "front-end" contract documents. Specifications will be developed in Microsoft Word using the selected offeror's standard specification guides and format. During development of the specifications, selected offeror will solicit and review design information from the selected vendors as necessary.
- Draft bid package
- **Opinion of Probable Construction Cost (90%)**
 - The OFFEROR will provide an AACEI Class 2 Engineer's Opinion of Probable Construction Cost (Accuracy range within -15% to +20%)

Task 6: Final Construction Contract Documents

- Develop a final design submittal package for formal review by Unified Government
 - Prepare and submit final drawings and specifications for bidding purposes.
 - Update opinion of probable construction cost to AACEI Class 1 Opinion of Probable Construction Cost (Accuracy range within -10% to +15%) and schedule

Task 7: Permit Application Submittal

- Create and assemble documents required for the project permitting, meet or discuss with each relevant agency, and develop final permit documents to be included in plan submittals.

Task 8: Pre-bid Services

- **Pre-bid Meeting.** Selected offeror will attend the project pre-bid meeting at the Unified Government offices to assist in describing the project, answering design and permitting-related questions from attendees, and recording meeting minutes and sign-in sheet. A site visit will be conducted immediately following the pre-construction meeting.
- **Project Addenda.** SELECTED OFFEROR will develop and submit required revisions to the project's construction documents identified during the bidding process, as directed by the Unified Government. This may include revisions to the plans, specifications and bid form. Each addendum will be signed and sealed by the SELECTED OFFEROR Engineer-of-Record prior to submission to the Unified Government. This proposal assumes the Unified Government will provide all addenda to the prospective bidders as defined by the plan holders list maintained by the Unified Government.

- **Bid Opening.** SELECTED OFFEROR will attend the Unified Government-led bid opening at Unified Government offices to receive all bid packages, conduct an initial review of the bids received, and identify the apparent low bidder. Within five days of the bid opening, SELECTED OFFEROR will tabulate the bids, examine them for mathematical irregularities, and review them for the presence of associated bonding and other required forms. The bid tabulations and other findings will be provided to the Unified Government.

Optional Task 1: Construction Phase Services

- **Pre-Construction and Construction Phase Services**
 - **Pre-Construction Conference.** Conduct the pre-construction conference at a date and time selected by the Unified Government and at a facility provided by Unified Government. Elements of the conference include:
 - An agenda prepared by SELECTED OFFEROR
 - SELECTED OFFEROR-prepared and distributed minutes
 - A discussion of Contractor's tentative schedules
 - Procedures for the transmittal and review of Contractor's submittals
 - The Special Inspections Program
 - Procedures for the Contractor's applications for payment
 - Critical work sequencing
 - Change orders
 - Record documents
 - The Contractor's responsibilities for safety and first aid
 - **Contractor's Schedule.** SELECTED OFFEROR will provide an opinion of whether the Contractor's schedule is consistent with the construction contract documents with an emphasis on the milestone dates, construction sequencing, and operation of the existing facilities during construction. SELECTED OFFEROR's review shall not include an analysis of Contractor's approach, means or methods of construction to perform the work specified in the construction contract documents. This task will include:
 - A review and comment upon the Contractor's initial construction schedule
 - Reviews and comments upon the Contractor's updated schedules monthly
 - **Shop Drawing (Submittal) Review.** Review drawings and other data submitted by the Contractor as required by the construction contract documents. SELECTED OFFEROR's review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Develop and manage the project's Submittal Log which will document the receipt, review status and results of each submittal.

- **Value Engineering (Submittal) Review.** Federal Regulations require value engineering clauses to be included in contracts for construction. Review contractor submitted value engineering change proposals (VECP's) and provide recommendations to the Unified Government for acceptance or rejection.
- **Operations and Maintenance Data.** SELECTED OFFEROR will develop an Operations & Maintenance Manual to be updated as needed by the Unified Government as needed. The O&M Manual will include a summary table of the following information:
 - A regular inspection program including inspection intervals pertaining to specific infrastructure such as the basin embankments, impoundment area, inlet structure(s) outlet structure, maintenance access pathways, concrete channel, riprap channels, handrails, adjacent right-of-way, etc.
 - Post-storm visual inspection protocols pertaining to specific infrastructure
 - Other operations and maintenance data provided by the Contractor

SELECTED OFFEROR will provide three sets of the O&M Manuals. Each set will be placed in separate binders, the binders indexed, and a table of contents provided. The O&M Manuals will be submitted to Unified Government without review.

- **Requests for Information and Change Orders.** SELECTED OFFEROR will also develop and manage the project's RFI Log which will document the receipt, review status and results of each RFI.
Change Orders. Review Unified Government or Contractor requests for project changes.
 - Review documentation
 - Prepare any additional documentation required
 - Administer the processing of change orders
 - Review applications for extension of construction time.
 - Evaluate the cost and scheduling
 - Submit recommendations to the Unified Government
 - Assist the Unified Government in negotiations with the Contractor to obtain a fair price for the work.
- **Material Test Result Reviews.** Analyze data from material test results by the Contractor or supplier when the construction contract documents require to be tested after installation. Submit conclusions to the Unified Government. Performance testing data will include:
 - Concrete slump tests
 - Concrete compression tests
 - Subgrade compaction tests
 - Aggregate base course compaction tests
- **Construction Progress Review Meetings.** Visit the construction site to observe progress of the work and consult with the Unified Government and the Contractor.
- **Site Visits.** SELECTED OFFEROR personnel with particular areas of responsibilities for the project shall visit the site to observe construction and to confer with the Unified Government and Contractor.
- **Punch List.** Upon substantial completion, inspect the construction work and prepare a punch list of those items to be completed or corrected before final completion of the

- project. SELECTED OFFEROR will submit the results of the inspection to the Unified Government and the Contractor.
- **Final Inspection.** Upon completion or correction of the items of work on the punch list, conduct a final inspection to determine if the work is completed. SELECTED OFFEROR will provide written recommendations to the Unified Government concerning final payment, including a list of items, if any, to be completed prior to making such payment.
 - **Post-Construction Services**
 - **Drawings Conformed to Construction Records.** Upon completion of the project, SELECTED OFFEROR will revise the construction contract drawings to conform to the construction records based on as-built information provided by the Contractor and a post-construction survey of the project site.

Section 6.02 Deliverables

The contractor will be required to provide the following deliverables. The geotechnical reports and construction contract documents shall be uploaded to Bluebeam for review collaboration.

Project Management

- a. Monthly invoices, progress reports and slide decks for monthly meetings

Field Investigation

- a. DRAFT and FINAL Geotechnical Report. The Final Geotechnical Report shall be sealed and signed by the geotechnical engineer of record.

60% Construction Contract Documents

- a. 60% Design Submittal (including Narrative/Basis of Design, Stormwater Calculations, and 60% Design Plans), PDF format
- b. Final, Sealed Geotechnical Report, PDF format
- c. Preliminary Opinion of Probable Construction Cost, Excel and PDF format

90% Construction Contract Documents

- d. 90% Design Submittal (including Narrative/Basis of Design, Stormwater Calculations, and 90% Design Plans), PDF format
- e. Class 2 Opinion of Probable Construction Cost, Excel and PDF format
- f. Consultant response to 60% design review comments
- g. Specifications
- h. Draft bid package
- i. Appropriate Permit applications submitted to approving Agencies

Final Construction Contract Documents

- a. Final Design Submittal (including Final Design Plans for bidding), PDF format
- b. Class 1 Opinion of Probable Construction Cost, Excel and PDF format
- c. Consultant response to 90% design review comments
- d. Final Special Provisions, Specifications, Measurement and Payment sections, Bid Item List and Quantities, and other document necessary for Bidding
- e. Final bid package

Permit Application Submittal

- a. Copy of applicable ordinances, rules and regulations
- b. Copy of permit applications submitted
- c. Construction requirements and standards

Section 6.03 Work Schedule

The contract term and work schedule set out herein represent the Unified Government's best estimate of the schedule that will be followed. The final bid package due date is nonnegotiable and is set by ARPA Funding requirements.

The approximate contract schedule is as follows:

- 1. Contract start: _____ March 25, 2024
- 2. Documentation Design Basis Information
Delivered to Selected Offeror: _____ March 25, 2024
- 3. Survey and 30% Design Documents Delivered to
Selected Offeror: _____ April 1, 2024
- 4. Documentation Review and Data Gap/Supplemental
Information Request Due: _____ April 22, 2024
- 5. Draft Geotechnical Report Due: _____ May 20, 2024
- 6. Final Geotechnical Report Due: _____ June 3, 2024
- 7. 60% Submittal Due: _____ July 8, 2024
- 8. 60% Review Workshop: _____ TBD (July 15-19)
- 9. 90%/Draft Bid Package Submittal Due: _____ August 22, 2024
- 10. 90%/Draft Bid Package Review and Comment Period: _____ August 23 - September 6, 2024
- 11. Final Bid Package Due: _____ October 3, 2024
- 12. Advertise Date: _____ October 24, 2024
- 13. Bid Advertisement Services: _____ October 25-November 20, 2024
- 14. Bid Opening: _____ November 21, 2024
- 15. Written Bid Recommendation Due to Unified Government: _____ November 26, 2024
- 16. Optional Construction Phase Services: _____ January 1 – December 31, 2025
- 17. Final Completion of All Phases: _____ December 31, 2025

Article VII. Proposal Format

PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE.

A respondent **must** submit a complete copy of its response in the following format One (1) original with a flash drive in .PDF format included in the hard copy submittal prior to the closing date. If components

of the response, such as spreadsheet, pictures, charts or diagrams require the functionality of a non-word processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

Limit the proposal to eighteen (18) pages or less with a minimum font size of 10. Illustrations, charts, graphs, and photos are welcome, but will be included in the eighteen (18) page limit. The following will not count towards the proposal page count:

- Cover sheet
- Unified Government and/or federal certification forms

Pages which are 11x17 count as one (1) page each and can be placed in portrait or landscape orientation.

Any respondent that does not comply with these policies may be disqualified from the procurement.

ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

Proposal – RFP 40848 “8th Street Park – Park and Stormwater Improvements Projects”

One (1) original along with a flash drive in .PDF format of your proposal and supplementary material should be submitted to:

**Office of the Unified Clerk, Municipal Office Building
701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3064**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.

*It is the respondent's responsibility to ensure **proposals** are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse **late** submissions. Respondents shall be responsible for actual delivery of the proposal to the appropriate department identified in document.*

Section 7.01 Proposal Format and Content

The Unified Government discourages overly lengthy and costly proposals, however, in order for the Unified Government to evaluate proposals fairly and completely, offerors should follow the format set out herein and provide all of the information requested.

Throughout the proposal, offerors shall address the following project success factors:

- Utilization of a multi-disciplined team to cover stormwater engineering, green infrastructure design, landscape architecture, design of parks layout and amenities, and geotechnical investigations.
- A well-planned process to execute engineering services within a short schedule timeframe.
- A team experienced in executing projects in a highly collaborative environment. The selected offeror will be required to coordinate with Unified Government's Planning and Parks and Recreation Departments, as well as the Unified Government's designated project

representatives and the Eighth Street Park green infrastructure/stormwater detention project, which will be constructed concurrently with the design of this project.

Proposals should include the following:

Introduction/Cover Letter (1 page)

Proposals must include the complete name and address of their firm and the name, mailing address, and telephone number of the person the Unified Government should contact regarding the proposal.

Proposals must confirm that the firm will comply with all of the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a Unified Government bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

Understanding of the Project (1 page)

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

Methodology Used for the Project (5 pages)

Offerors must provide a comprehensive narrative statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the Unified Government's project schedule.

Management Plan for the Project (3 pages)

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the Unified Government's project schedule, which is constrained by ARPA federal funding requirements and deadlines.

Experience and Qualifications (8 pages)

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team. Include at least the project manager, project engineer, and any subconsultants.

Provide a 1/2 page resume for key personnel who will work on this project, to include at least the following information:

1. title,
2. relevant licenses and qualifications,
3. brief resume, and
4. location(s) where work will be performed

For the firm, provide capacity and capability of experience on 2-4 similar projects your company has recently completed or is doing now, and provide reference names and phone numbers for these projects.

Provide a statement confirming your firm's experience and expertise with the applicable federal and state requirements and mandates (ARPA, EPA, and KDHE).

Section 7.02 *Electronic Filing Requirements*

A respondent **may** submit a complete copy of its response on the Unified Government's e-procurement site which can be accessed at; <https://purchasing.wycokck.org/eProcurement>.

Article VIII. Evaluation and Selection

Section 8.01 *Selection Criteria*

- a. Ability to perform the desired services within the time prescribed – 30%
- b. Methodology and approach to meet project success factors – 30%
- c. Previous experience– 20%
- d. Commitment of resources that could limit performance (ex. Staff, equipment) – 10%
- e. Firm's familiarity with ARPA and/or federal funding – 10%

Article IX. Attachments

- 1. ARPA Contract Amendment**
- 2. Certification Regarding Lobbying**
- 3. Unified Government Disbarment**
- 4. Core 4 Property Tax Clearance Forms**
- 5. 8th Street Park/Upper Splitlog Creek Watershed Stormwater Improvements Technical Memorandum (Concept Memo)**