



# CITY OF BEL AIRE, KANSAS

## Request for Qualifications for Professional Consulting Services: Owners Representative



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### **1. INTRODUCTION**

The City of Bel Aire (City) is seeking interested parties to submit qualifications for the purpose of selecting an engineering firm to act as Owners Representative (OR) for the planning, design and construction of a new Utilities and Public Works Facility (Project). Responding Engineering Firms (Applicants) to this Request for Qualifications (RFQ) shall submit a proposal in conformance with the terms of this RFQ. The OR shall be precluded from providing final engineering design/construction documents and Construction Management at Risk services on this project.

### **2. PURPOSE**

Bel Aire, Kansas, intends to construct on a new 2,250 SF Public Work administration Building, a 9,000 SF indoor + 2,000 SF outdoor Water and Sewer Infrastructure and Equipment Storage Facility, and a 9,100 SF with 2,270 SF mezzanine Vehicle Maintenance Facility. Site location: Lot 6, Block B in the Sunflower Commerce Park addition, Bel Aire, KS. Lot size is 363,308 SF (8.34 Acres). The project will likely include, but not necessarily be limited to, the following:

- Site clearing and preparation
- Earthwork and grading
- Utilities
- Pavements
- Fences and Walls
- Landscape and Irrigation
- Site electrical
- Other infrastructure elements that may be required as the site develops.
- Building inspections and code compliance.
- Building and site plan review

#### **4. SCOPE OF SERVICES**

##### **General Duties and Responsibilities**

- Act as an extension of City of Bel Aire staff in the management of the various projects that will be necessary to support the Project.
- Review and comment on any engineering reports, plans, concepts, or technical data relevant to design projects related to the Project site development.
- Assist the City with the identification of and executing requirements as described for grant funding.
- Provide the City with Project Controls monitoring and reporting of the Project including design progression, funding and cash flow projections, and construction progression and closeout.

##### **Design Phase Duties and Responsibility**

- Review, evaluate, and comment on design and anticipated construction-related costs at the 30%, 60% and 100% plan phases.
- Preparation of preliminary designs and/or requests for proposals for design or design/build components of Project.
- Provide value engineering review of all design plans.
- Monitor and comment on design compliance with applicable regulations, and City project goals.
- Oversee and provide information to City on all Project work activities, project status, and pending issues.
- Attend and actively participate in meetings with design firm (and/or design-build team) and City, such as initial conferences, progress meetings, job conferences and other project-related meetings. Recording and distribution of minutes of meetings is the responsibility of the design firm and/or design build team.
- Obtain additional details or information from City when requested by the designer for proper execution of the Project.
- Report to City whenever the OR believes that any work will not produce a completed project that conforms to City standards, regulations, objectives and/or Contract Documents.
- Prepare a daily report or keep a diary or logbook and furnish to City weekly reports of issues and progress including, but not limited to, schedule compliance, Project costs to date, budget to complete, Designer and OR activity, etc.
- Assist City in securing necessary geotechnical testing required for design.

##### **Construction Phase Duties and Responsibilities**

- Assist with identifying potential contractors and verifying qualifications.
- Provide oversight, administration, and quality assurance of all construction-related activities. This includes oversight and review of testing results from the Contractor's third-party testing firms.
- Review and comment on the proposed construction schedule and project related construction progress schedules.
- Review and comment on Contractor's payment applications and their alignment with witnessed progress.

- Perform on-site construction observation services on a daily basis and/or as needed to ensure that the quality of the construction is concurrent with city standards and expectations.
- Serve as liaison between Contractor and City at the Site, working principally through the City Manager.
- Furnish weekly reports on progress of the construction, status of as-built plans, compliance with the progress schedule of submittals, actual costs and budget numbers, etc.
- Notify City of received submittals, requests for information and change orders available for examination. Review and make recommendations to City as appropriate.
- Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project.
- Furnish to City copies of all tests, inspections, and system startup data.
- Verify that Contractor provides warranty information needed in a timely manner and notify City of any issues.
- Report to City whenever the OR believes that any construction will not produce a completed project that conforms to City's standards, regulations, objectives and/or Contract Documents and advise of construction that should be corrected or rejected or should be uncovered for observation, special testing, inspection or approval.
- Attend all SWPPP inspections and verify that deficiencies are corrected in a timely manner.
- Directly participate in all final inspections with the Contractor and monitor list of items to be completed or corrected prior to substantial completion of construction.
- Obtain all documentation needed for project closeout and ensure the City has adequate records of the project including the following:
  - Record Drawings
  - Project Financials
  - Project Correspondence
  - Permit Closeouts
  - Startup Checklists
  - Testing and Acceptance Certifications

The City anticipates the design work involved with this project to begin in July 2024 with Construction starting in late fall of 2024 and an anticipated Project completion in late summer of 2025. OR services will be needed for Project activity days on an undetermined intermittent basis during Project design phase, and the subsequent construction phase of Project.

### **Staffing of Service**

The successful Proposer will be required to designate one person as the OR Project Manager, on a per day basis as needed/directed by the City for the duration of the program. It is the intent of this RFQ that the Proposer provide or assign a single person to fulfill the OR Project Manager role plus any additional support needed

for the construction phase services, complete the responsibilities of OR and manage the OR Team.

## **5. TENTATIVE TIMELINE**

The following dates are provided to assist Applicants in planning participation in the project and are subject to change without notice:

Issuance of RFQ.....	June 14, 2024
Last Date to Request Clarifications, Information and Questions.....	June 24, 2024
Last Addendum Issued (If necessary).....	5:00 p.m., June 26, 2024
Proposals Due.....	12:00 p.m., July 1, 2024
Interviews may be conducted.....	July 2 - 12, 2024
City Council Selection .....	July 16, 2024
Contract Negotiations, Award and Execution.....	July 16 – August 1, 2024
City Council Award (anticipated).....	August 6, 2024

### **Payment**

The successful Proposer will be required to invoice the City monthly. Payments for services by the City will be within 30 days of approved invoices.

### **Qualifications Evaluation and Selection**

The City will select an OR on the basis of best qualified and the other criteria listed below. The City's Selection Committee (Committee) will evaluate the proposals and select the candidate firms that will be scheduled for interviews. Final selection of an OR shall be based on both an evaluation of the proposals, the results of interviews, and other criteria identified herein. The Proposer as described in this RFQ shall meet the following minimum qualifications, including but not limited to:

- Verification of the OR Firm as a licensed Professional Engineering firm in the State of Kansas.
- Verification of firm's experience as an owner's representative on at least three municipal and/or state agency programs, with references.
- Verification of construction phase service capabilities with appropriate field personnel having demonstrated experience for each of the types of construction projects indicated above.
- Verification of experience evaluating and negotiating risk on at least two municipal projects.

- Statement of availability for the duration of the design and construction phases.

### **Qualification Submittal Requirements**

Introduce the Engineering Firm or Firms providing the OR services. Include the name, address, telephone number and email address of the contact person (limit one) representing the Proposer for any questions and receipt of clarifications.

### **Responsiveness**

Each Proposal will be reviewed to determine whether it is responsive to the RFQ. Failure to comply with the requirements of this RFQ may result in a Proposal being rejected as non-responsive. At its sole discretion, however, the Committee may waive any such failure to meet a requirement of this RFQ and may request clarification or additional information to remedy a failure.

## **6. PROPOSAL CONTENT**

The proposal should be organized in the following format and information sequence:  
Applicant shall submit the following information:

### **TAB 1 Engineering Firms Information**

- a) Company's Legal Name
- b) State of Incorporation (if applicable)
- c) Phone Number
- d) Principal Office Address
- e) Internet URL
- f) Ownership: individual, partnership, corporation or other.
- g) Lead Engineer / Owners Representative
  1. Names
  2. Title s
  3. Office Address
  4. Phone Numbers
  5. Fax Number
  6. E-Mail Addresses
- h) Copy of firms commercial general liability and professional liability insurance
  1. Date insurance placed
  2. Date insurance expired/expires
  3. Services provided
  4. Types of insurance coverages placed

## **TAB 2 Engineering Firms Qualifications and Experience**

Provide the following information:

- Provide the number of years the firm has been operating in the State of Kansas.
- Describe the Firms size and number of staff.
- Provide an explanation of the Firms experience with municipalities, counties or other government agencies.
- Describe the OR firm's team capabilities and availability of expertise that is available to the City for the following types of projects for both the design phase and construction phase services:
  1. Facilities / industrial buildings.
- Experience coordinating with franchised utility companies.
- Experience with contract negotiations for the Design-Bid-Build, Design-Build and Construction Management at Risk processes.
- Knowledge of the City of Bel Aire, its staff, structure, and design standards (plans and specifications).
- Knowledge of the engineering design process, scheduling, utility coordination, and plan review experience.
- Project oversight experience, and experience working and communicating with municipalities.
- Utilizing the capabilities of the OR Firm's Team members to bring to the projects the expertise necessary to provide the services described herein.

## **TAB 3 Owners Representative Project Manager Qualifications and Experience**

Provide a resume of the Project Manager that, at a minimum, includes the following information:

- Educational background that includes specific steps taken to remain current with trends in the public infrastructure design and construction industry.
- Work experience that includes all past employment, number of years as an Project Manager and length of time in current position.
- List three public entity references that have achieved positive results from the Project Manager.
- Explain steps used to assure that proper attention will be given to the City's project.
- List any governmental entities similar to the City that the Project Manager represents and provide references.

## **TAB 4 Engineering Firms Team Qualifications and Experience**

Provide a resume for each engineer and service team member involved in this project that, at a minimum, include the following information on each individual:

- Educational background that includes specific steps taken to remain current with trends in facility construction, public infrastructure and industry.

- Work experience that includes all past employment and length of time in current position.
- OR's familiarity with Bel Aire.
- Physical location of the team members and branch offices who provide support.

#### **TAB 5 Supplemental Information**

A detailed description of your firm's approach to the project including any distinguishing factors that sets your firm apart from the competition.

#### **TAB 6 Pending or Existing Litigation or Investigations**

Is there any current or pending litigation with a municipality against you or your firm? Any investigations by any regulatory agency? If yes, provide a detailed explanation.

#### **TAB 7 Exceptions**

Firm (s) must thoroughly review the RFQ and any attachments. In the event that a Firm desires to take exception to any term or condition set forth in the RFQ or any attachments, said exceptions must be clearly identified and listed in this TAB.

*NOTE: If the Firm proposes changes in this TAB to material terms of the RFQ, which are unacceptable to the City, the requested changes may result in an inability to finalize an agreement.*

### **6. BASIS FOR THE AWARD**

The City will evaluate all proposals on the basis of the information provided within and attached to the proposal, the ability of the Applicant to perform the scope of services, past performance, ability to meet the time requirement(s) provided, principals assigned to the project, and an understanding of the work to be performed and the needs of the City.

City reserves the right to reject any and all proposals, to waive any and all informalities, and to negotiate contract terms with the Successful Applicant. If the Contract is awarded, it will be awarded to that Applicant who provides a proposal that best meets the needs of the City.

Upon award, the Firm agrees to execute and deliver to Bel Aire a contract in accordance with the contract documents (if applicable) within ten days of notice of the award.

### **7. SUBMISSION OF PROPOSALS**

Each respondent must submit 3 copies in a sealed envelope bearing on the outside the name of the firm, full address, and the identification of "Request for Engineering Qualifications – Owners Representative". If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to:

Ted Henry – City Manager  
City Hall – 7651 E Central Park Ave.  
Bel Aire, KS 67226  
ATTENTION: Proposal for Owners Representative

Proposals must be received by the City no later than July 2, 2024 at noon CDT. Proposals received after the date and time prescribed will not be considered for contract award and will be returned to the respondent. Staff is available to meet and answer questions or provide information as requested and time is available.

It is understood that any proposal and any/or all referencing information submitted in response to this Request for Qualifications will become the property of the City of Bel Aire, and will not be returned. As a governmental entity, the City of Bel Aire is subject to making records available for disclosure after City Council approval of the recommendation.

## **7. AWARD**

The City reserves the right to (1) accept or reject any or all proposals and to waive technicalities or irregularities involving any proposal and to cancel the RFQ process at any time prior to entering into a formal contract for Engineering Services, (2) not award a contract for any or all of the services that are the subject of this RFQ process, (3) award contracts for services to separate firms, (4) negotiate contract terms acceptable to the City with the successful firm, (5) disregard all non-conforming, non-responsive or conditional proposals, (6) reject any or all proposals. Awards will be made by the City based upon the best interest of the City. The successful Firm will be notified by the City. Neither the Firm nor the City is obligated in any way until a Contract has been approved and signed by all parties.

During the evaluation process, the City reserves the right to request additional information or clarifications from those submitting qualifications and to allow corrections of errors and/or omissions.

The City will not pay for any information herein requested, nor is it liable for any costs incurred by those submitting proposals. The City reserves the right to select the proposal that will best meet its needs.

## **8. CONTRACT PERIOD**

The Agreement for Owners Representative Services will become effective immediately upon execution of an Agreement by all parties and will remain in effect until completion of project and warranty period.



## **9. COMPENSATION**

Payment to the successful Firm for the performance of the services specified herein, including labor, materials, and other such services, shall be through standard fees as negotiated between the City and Firm that is consistent with similar engineering firms' contracts.

## **10. TERMINATION**

This agreement may be terminated by the City, without cause, upon not less than thirty (30) days prior written notice to the OR, specifying the termination date of the agreement. In the event the OR, through any cause, fails to perform any of the responsibilities or provisions of the agreement or if they for any cause, fail to make progress in the work described, or if the OR impairs or prejudices the interest of the City, the City shall have the right to terminate this agreement upon notice in writing of the termination date and will not be liable for any fees and may, at its sole option, award and agreement for the same services to another qualified firm with the best proposal, or call for new proposals and award the agreement thereunder. In the event of termination that is not due to fault of the OR, City shall pay the compensation due for services properly performed prior to the effective date of the termination. The Firm may be responsible for direct and consequential damages as a result of its breach, including, but not limited to, extra costs required under the new agreement of similar services.

## **11. CONFLICT OF INTEREST**

By submission of a response, the Firm agrees that at the time of submittal, such individual or entity: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Firms services, or (2) benefit from an award resulting in a "Conflict of Interest". A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Bel Aire. Firms will identify any interests, and the individuals involved, on separate paper with the response and will understand that the City, at the discretion of the City Manager in consultation with the City Attorney, may reject their proposal. The Firm certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other Firms, so that all proposals for the project will result from free, open and competitive proposals among all Firms.

## **13. NONDISCRIMINATION AND WORKPLACE SAFETY**

In carrying out its responsibilities under any contract awarded in response to this Request, the Firm shall abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in a contract termination.

#### **14. DISCLOSURE OF PROPOSAL CONTENT**

The laws of the State of Kansas require public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a Contract Award has been issued.

Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled “Proprietary” in the margin of each individual page where they appear in the proposal Response package. Pricing information is normally not considered proprietary. The entire proposal response package shall not be considered proprietary.

#### **15. MISCELLANEOUS**

The Firm agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the agreement 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 an agreement. The firm agrees to make available at City Hall during the period set forth in the RFQ, at all times, any records for inspection, audit or reproduction by any authorized representative of the City. The Firm shall maintain all such records for a period of at least three years from the date the contract expires.

Neither the City nor the Firm shall sell, transfer, assign or otherwise dispose of any rights or obligations created by the contract documents or any portion thereof without the written consent of either party.

The City of Bel Aire 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 City shall at all times stay in conformity with such laws, and as a condition of agreements the City reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.

The firm agrees to comply with K.S.A. 44-1030. a. The firm 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, national origin or ancestry; b. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the firm shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; c. If the firm is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the firm shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and d. All project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by

governmental agencies. All participants must comply with the Americans with Disabilities Accessibility Guidelines (ADAG).

The Firm hereby certifies that he or she has carefully examined all the documents for the project, has carefully and thoroughly reviewed this Request for Qualifications, has inspected the location of the project, and 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 Request for Qualifications documents. The firm further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas. The City of Bel Aire will accept responses transmitted via a facsimile and/or email PDF or scanned document unless stated to the contrary within this document. Responding Proposals must be received prior to the time and dates listed to be considered responsive. The City of Bel Aire will not accept late responses and will return them to the sender. Further, the City of Bel Aire will: (1) not guarantee security of the document received; (2) not be held responsible for understanding information within the response which is NOT legible (and may choose to reject such responses); and, (3) not guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a proposal response via facsimile does NOT relieve the Applicant of: (1) responsibilities stated in the document; (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of proposal sureties if such sureties are required by the terms of the request for proposal.

All drawings, studies, computer models, renderings, design and other documents related to the project will become property of the City.

## **16. CONTACT FOR TECHNICAL OR CONTRACTUAL MATTERS**

The person to contact concerning contractual, technical or any related matters pertaining to this Request for Qualifications is:

Ted Henry – Manager  
City Hall – 7651 E. Central Park Ave.  
Bel Aire, KS 67226  
(316) 744-2451

In submitting a response to this document, Applicant acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

## Section 6.5

### Sunflower Commerce Park Site Plan

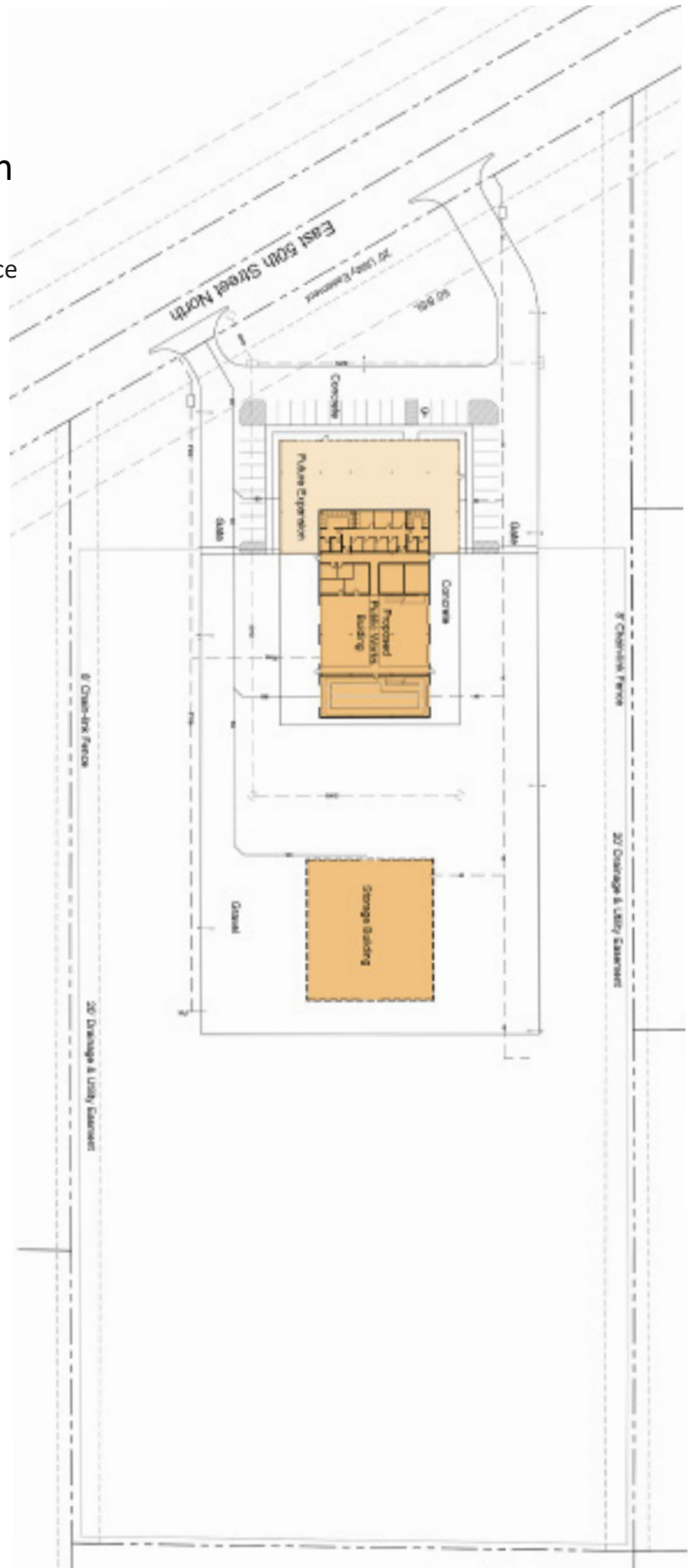
Address: NA

Legal Description: Lot 6, Block B Sunflower Commerce  
Park Addition, Bel Aire, Kansas

Lot Size: 363,308 SF (8.34 Acres)

#### ELEMENTS

- New PW Operations & Maintenance Building
- 8' Chain-Link Fence
- Rolling Security Gates
- Concrete Pavement & Gravel Yard



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## Section 6.6

## CONCEPTUAL BUDGET SUMMARY

### Sunflower Commerce Park Site - Amendment #1

SITE:	
Site Clearing and Preparation	\$ 123,250.00
Earthwork & Grading	\$ 299,400.00
Utilities	\$ 248,250.00
Pavements	\$ 586,650.00
Fences & Walls	\$ 117,500.00
Landscape & Irrigation	\$ 78,250.00
Site electrical	\$ 147,000.00
Subtotal	\$ 1,600,300.00
BUILDINGS:	
New Administration building (2,253 SF)	\$ 610,563.00
New Vehicle Maintenance building w/ mezzanine (9,100 SF + 2,270 SF)	\$ 2,161,000.00
New Equipment Storage building (9,000 SF indoor + 2,000 SF outdoor)	\$ 866,192.00
Subtotal	\$ 3,637,755.00
SITE/BUILDING STRUCTURES TOTAL	\$ 5,238,055.00
PROJECT ADMINISTRATION:	
General Conditions	\$ 419,044.40
Overhead & Profit (5%)	\$ 261,902.75
Construction Contingency (5%)	\$ 261,902.75
Project Administration Subtotal	\$ 942,849.90
Soft costs total (Arch, Civil, Struct., MEP, Survey, Geotech, Permit, Test, Comm)	\$ 523,805.50
TOTAL PROJECT AMOUNT	\$ 6,704,710.40
CONTINGENCIES:	
Owner contingency (5%)	\$ 261,902.75
Design contingency (10%)	\$ 523,805.50
Total contingency amount	\$ 785,708.25
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 7,490,418.65</b>