

REQUEST FOR QUALIFICATIONS  
SUBMIT PROPOSAL TO

SHAWNEE COUNTY COURTHOUSE  
Room 100  
Topeka, Kansas 66603

PROPOSAL NO.	003-19	VENDOR_____
DATE MAILED	01-03-19	ADDRESS_____
CLOSING 2:00 pm	02-01-19	PHONE_____

**SECTION I**

Shawnee County is requesting qualifications/proposals for the restoration, cleaning and water proofing of the exterior of the Shawnee County Courthouse 3, 200 SE 7<sup>th</sup> Street, Topeka, KS 66603 per the following minimum specifications:

**CONDITIONS TO PROPOSALS**

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

Shawnee County  
ATTN: Michele Hanshaw  
200 SE 7<sup>th</sup> Street, Rm 201  
Topeka, KS 66603  
Phone 785.251.4039  
michele.hanshaw@sncoco.us

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

Violations of this provision may result in the rejection of a Contractor's proposal.

- 1.2 **Negotiated Procurement:** The County reserves the right to negotiate any part of this proposal and any subsequent contract. The contractor's proposals are to demonstrate to the committee the qualifications and experience of the contractor in successfully completing construction or remodeling of commercial buildings and experience in the design/build process. These proposals are not meant to be cost/price based proposals and any price, fee, or cost information requested or included in the proposal is informational in nature and not the governing point in any recommendation or final decision. The Consultant Selection Committee will review all proposals and make a recommendation to the Board of County Commissioners for its final decision.

- 1.3 **Appearance Before Committee:** Any General Contractor may be required to appear before the Committee to explain the General Contractor's understanding and approach to the project and/or respond to questions from the Committee concerning the proposal and their qualifications; or, the Committee may award the proposal without conducting interviews. The Committee reserves the right to request information from General Contractors as needed.

No additional revisions will be made after the specified cut-off time unless requested by the Committee.

- 1.4 **Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the General Contractor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request. All responses will become the property of the Shawnee County and will be a matter of public record subsequent to signing of the contract or rejection of all proposals.

- 1.5. **Evaluation of Proposal:** This proposal will be considered as a qualification based proposal. Consideration shall be made in the best interest of the County as determined by the Consultant Selection Committee or their designees. Consideration will focus toward but is not limited to:

- 1.5.1 Commitment of staff, equipment & facilities
- 1.5.2 Annual Volume/Revenue of Contractor
- 1.5.3 Ability to perform the desired services within the time prescribed
- 1.5.4 Past and previous performance and qualifications of the firm
- 1.5.5 Previous experience with similar work and of similar value
- 1.5.6 Work commitment which could limit performance
- 1.5.7 Location and accessibility of firm's home/branch office
- 1.5.8 Firm's familiarity with project area
- 1.5.9 Firm's knowledge of project procedures
- 1.5.10 Any Special Considerations
- 1.5.11 High energy efficient construction projects

- 1.6 **Acceptance or Rejection:** The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request; and unless otherwise specified, to accept any item in a proposal. The Committee reserves the right to select upon the "Contents of Proposal".

- 1.7 **Contract:** The successful Contractor shall sign a written contract with Shawnee County.

- 1.8 **Contract Formation:** No contract shall be considered to have been entered into by Shawnee County until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful Contractor.

- 1.9 **Open Records Act:** All proposals become the property of Shawnee County. Kansas law requires all information contained in proposals to become open for public review once a contract is signed or all proposals are rejected.

- 1.10 **Insurance:** Shawnee County shall not be required to purchase any insurance against loss or damage to any personal property nor shall the Shawnee County establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of

the Kansas Tort Claims Act, the Contractor shall bear the risk of any loss or damage to any personal property.

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

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

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

## **SECTION II CONTENT OF PROPOSAL**

- 2.1 **Transmittal Letter:** The transmittal letter is to serve only as the document covering transmittal of the Contractor's proposal. This letter will provide the name, title, address and telephone number of the official contact person and an alternate. These individuals should have the authority to bind the Contractor and shall be available to be contacted by telephone and attend the interviews and meetings to be scheduled.

**Capabilities of the Firm/Past Performance:** The Contractor shall include a description of their capabilities, including past projects completed. Additionally, the Contractor should include a list of the architectural firms most recently worked with on building projects of similar size and scope.

**Key Personnel and Organization:** Key personnel assigned to the project shall be identified and their qualifications provided. A resume indicating key relevant experience and knowledge for each person named must be attached to the proposal. The availability of other personnel assigned to the project must be stated. Pre-Construction, Construction Phase (Project Manager, Project Engineer, Superintendent), Mechanical and Electrical Contractors in addition to Professional and technical personnel (by job description only) should be included.

**References:** The Contractor should include the names, addresses and telephone numbers of clients, in particular local governments for whom similar projects have been completed relative in project size of this project.

**Wage Rate Determination:** The contractor/consultant shall acknowledge that the Wage Rate Determination, for Building trades, in effect at time of contract execution will apply to the project.

**Other Information:**

- Current Workers Compensation Experience Rating
- Estimated Proposed Fee, as a percentage of construction costs
- Projected General Conditions and Overhead Cost per month  
(Use of fees and costs in consideration of a General Contractor for the project is not the primary criteria considered, but only one indicator of contractor qualifications.)

Any other information considered pertinent to the project should be included

**Submission of Proposals:** **Six (6)** copies of the proposal shall be received not later than **2:00 PM**, Central Standard or Daylight Savings Time, whichever is in effect, on February 1st, 2019, addressed as follows:

Shawnee County  
ATTN: Michele Hanshaw  
200 SE 7<sup>th</sup> Street, Rm # 201  
Topeka, KS 66603  
Phone 785.251.4039 michele.hanshaw@snco.us

**Pre-proposal Conference**

A pre-proposal conference will be held at **10:00 Am on 01/17/19 in the basement, in the break room.** Attendance is **Mandatory** at the pre-proposal conference for contractors wishing to submit proposals. All inquiries requesting clarification of the Request to be addressed at the pre-proposal conference must be submitted in writing to Shawnee County (email:bill.kroll@snco.us) prior to the close of business on **Tuesday, 01/15/19.** E-mail is the preferred method. Impromptu questions will be permitted and spontaneous unofficial answers provided, however contractors should clearly understand that the only official answer or position of Shawnee County will be in writing in an email and will be sent to all contractors responding to the Request. Failure to properly notify Shawnee County via email or fax of any conflicts or ambiguities in the Request may result in items being resolved in the best interest of Shawnee County. Any modification to this Request as a result of the pre-proposal conference, as well as written answers to written questions, shall be made in writing by addendum and email/mailed to all vendors who received the original request from the County. Only written communications are binding.

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

- 2.3 **Signature of Proposals:** Each proposal shall give the complete mailing address of the General Contractor and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each proposal shall

include the General Contractor's social security number or Federal Employer's Identification Number.

- 2.4 **Acknowledgment of Addenda:** All General Contractors shall acknowledge receipt of any addenda to this Request. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this Request shall be issued only by the County in writing.
- 2.5 **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the General Contractor to the County via email or fax prior to the closing date.
- 2.6 **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. Interested General Contractors or their representatives may be present at the opening of the proposals at the following location:

Shawnee County Courthouse Purchasing Office  
200 SE 7<sup>th</sup> Street, Room 201  
Topeka, KS 66603

The Consultant Selection Committee will review the proposals and the contractors to be interviewed, if required, will be notified. Contractors not selected to move forward in the process or be interviewed, will also be notified.

### **SECTION III SCOPE OF PROPOSAL**

- 3.1 **Scope of the Proposal:** Shawnee County, hereinafter referred to as “the County,” is seeking the services of a exterior building restoration contractor to complete the rehabilitation and renovation project on the exterior of the Shawnee County Courthouse, 200 SE 7<sup>th</sup> St. Topeka, Ks. 66603
- 3.2 **Scope of Work:** The scope of work includes but is not limited to the following:
- The existing building was constructed in 1965 (“as built” drawings will be provided to those requesting them at the pre-proposal conference.)
  - Deep clean entire building exterior. (Including exterior window washing as the final step in the process of exterior building restoration and water proofing.) Apply transparent water proofing sealer (type to be determined and agreed upon by both contractor and Shawnee County) per manufacturer’s instructions/recommendations.
  - Cut out and remove sealant/caulk from all cast/cut stone joints. Reseal joints with Tremco Spectrum 2 or equivalent high quality non-staining silicone sealant.
  - Cut out and remove all existing window caulking. Remove and replace backer rod using manufacturer’s recommendations to prevent three sided adhesion, final caulking with Tremco Spectrum 2 or equivalent.

- Clean granite/marble and remove existing sealants from all joints, pack and reseal joints per manufacturer's recommendations with Tremco Spectrum 2 or equivalent.
- Siding, granite, limestone patching where siding is spalled or otherwise damaged shall be saw cut and patched with specialty repair mortars to match both color and contour of existing surfaces as closely as possible.

Shawnee County invites your firm to submit a proposal utilizing the items covered in **Section II -CONTENT OF PROPOSAL**, which outlines the objectives and submissions required for the proposal.

**3.3 Major Items of work for the project (but not limited to) include:**

**This project will consist of providing pre-construction and construction phase services as follows:**

**Pre-Construction Phase Services shall consist of but not limited to the following:**

- a. Scheduling: Immediately following the general contractor (GC) selection, a schedule shall be developed. The GC shall consult with the County's representative in order to understand and develop all project activities and projected timelines.
- b. Value Analysis: During design, the GC shall evaluate progress documents and the budget and make suggestions for cost-saving changes or value enhancements.
- c. Progress Document Reviews: During the entire design process, the GC shall review progress documents to advise the County on design decisions that do not fit within the project budget or schedule.
- d. Schematic Documents (SD) Budget: The GC shall prepare a budget estimate. The estimate shall include all items normally found in the type of building being renovated, although all of them do not need to be listed in the documents. The GC shall also include an adequate contingency and shall draft an outline specification definition of what is included in the estimate. This will function as the control budget.
- e. Final Budget: The GC shall prepare a final budget. The final budget shall include full details for items shown and anticipated in the budget. An adequate contingency shall be included. The GC and Shawnee County shall establish a Guaranteed Maximum Price (GMP) at the completion of this phase. Any changes to the GMP will occur only as the result of significant changes in the scope of the project and must be approved in advance by the Board of County Commissioners.

- f. Shared Savings Clause: In order to promote efficiencies in the renovation of this facility, Shawnee County will share with the Contractor, on a 70/30 basis, any savings realized on the total cost of the project below the GMP.
- g. Contingency: Owner shall participate in all decisions to spend the contingency. The contingency remaining at project completion is returned to the Owner.

**Construction Phase Services shall consist of but not limited to the following:**

1. Team Management and Coordination: The GC shall be responsible for leading the team during the restoration process. The GC shall hold bi-weekly meetings or more frequently as needed, with the Owner. The GC shall prepare meeting minutes, which shall include action items and responsibilities.
2. Scheduling: The schedule shall indicate work completed, work to be done, and project status in relation to the schedule.
3. Costs Control: The GC shall establish a costs control system enabling the Owner to review- by trade- current costs in relation to final costs projections. Prior to submitting change order requests to the Owner, the GC shall review all specialty contractor and supplier submittals to verify that they represent project scope changes.
4. Subcontracting: Major subcontractors shall be listed as part of the GC Key Performers. All major subcontractors shall be listed as part of the proposal as indicated in "Content of Proposal" Section II.
5. Field Management: The GC shall provide quality supervision and management for all field activities. This includes onsite trades coordination, self-performed work, efficient use of materials, and coordination of other parties.
6. Safety Programs: The GC shall be responsible for the overall safety of the project, including that of all parties legally on the project site. The GC shall establish whatever safety programs are needed to ensure a safe and productive work site. Shawnee County observes all applicable OSHA rules and practices, and will enforce safety practices during the period of this project. The GC will provide the County with their safety manual for review or coordinate general safety practices with the County in advance.
7. Project Close-Out Process: The GC should establish a closeout checklist of all required items and activities in the contract documents. The GC shall use the checklist to keep the County informed of closeout phase progress during bi-weekly meetings.
8. Warranty Period Services: The GC shall manage any residual warranty work

required pursuant to the contractual warranty period, typically one year following substantial completion.

**Bill Kroll**, or designee, will administer this project for Shawnee County.

Copies of individual proposals may be obtained under the Kansas Open Records Act by calling 785.251.4039, to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address, or a consultant may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

### **Contractor's Statement of Agreement**

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

The contractor agrees to:

1. Comply with K.S.A. 44-1030 requiring that:
  - (A) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability unrelated to such person's ability to engage in the particular work, national origin or ancestry;
  - (B) In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the County;
  - (C) If the contractor fails to comply with the manner in which the contractor reports to the County in accordance with the provisions of K.S.A. 44-1031, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
  - (D) If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the County which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
  - (E) The contractor shall include the provisions of paragraphs (A) through (D) in every sub-contract or purchase order so that such provisions will be binding upon such sub-contractor or vendor.



2. Guarantee that during the performance of any Shawnee County contractor agreement the contractor, sub-contractor, vendor, or supplier of Shawnee County shall comply with all provisions of the Civil Rights Act of 1866 as amended, Civil Rights Act of 1964 as amended, Equal Employment Opportunity Act of 1972 as amended, Executive Order 11246, Age Discrimination in Employment Act of 1967 as amended, Americans with Disabilities Act of 1990 and Rehabilitation Act of 1973 as amended, Equal Pay Act of 1963 and any regulations or amendments thereto.
  
3. Submit to the County a written affirmative action program, a certificate of compliance or such other certificate as is acceptable to the County which is evidence of the adoption of an affirmative action program.

The contractor agrees to maintain a current and accurate plan on file with the County and shall update the plan as needed.

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Company Name	Company Address
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Signature and Title	Date
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Submit with your proposal

## **CONTRACTUAL PROVISIONS ATTACHMENT**

1. TERMS HEREIN CONTROLLING PROVISIONS

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

2. AGREEMENT WITH KANSAS LAW

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

3. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION

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

4. DISCLAIMER OF LIABILITY

Neither Shawnee County nor any departments or divisions thereof shall hold harmless or indemnify any Contractor.

5. ANTI-DISCRIMINATION CLAUSE

The contractor agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful and to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The Contractor understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended, in whole or in part by Shawnee County.

6. ACCEPTANCE OF CONTRACT

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

7. ARBITRATION, DAMAGES, WARRANTIES

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

8. REPRESENTATIVE'S AUTHORITY TO CONTRACT

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

9. RESPONSIBILITY FOR TAXES

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

10. INSURANCE

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

CONTRACTOR:

AUTHORIZED SIGNATURE: \_\_\_\_\_

Submit with your proposal