



October 17, 2016

RE: *Request for Qualifications – Master Planning Services for Riverbend Park*

Dear Representative:

The City of Kingsport is interested in contracting with a firm with expertise to provide master planning design services for the Riverbend Park development.

Interested persons or firms should submit their sealed “Qualification Statement”, in the form of one (1) original and five (5) copies to:

Procurement Manager
City of Kingsport
225 West Center Street
Kingsport, TN 37660

REPLIES MUST BE RECEIVED NO LATER THAN 4:00 P.M., Eastern Time, November 2, 2016. MARK THE OUTSIDE OF THE ENVELOPE, QUALIFICATION STATEMENT FOR MASTER PLANNING SERVICES – RIVERBEND PARK .

If hand delivered, they will be delivered to the Procurement Manager, 225 West Center Street, Kingsport, Tennessee.

All sealed Qualification Statements received by the Procurement Manager shall be publicly opened by the Procurement Manager in the Council Room, City Hall, 225 W. Center Street, Kingsport, Tennessee at 4:00 P.M., Eastern Time, November 2, 2016. Only the names of submitters will be read.

Replies received after the deadline stated above will not be considered.

Any additional information concerning this request may be obtained from the Procurement Department at (423) 229-9419.

Sincerely,

A handwritten signature in black ink that reads "Sandra Crawford". The signature is written in a cursive style and is contained within a rectangular box.

Sandra Crawford
Procurement Manager

SKC/mrg

Attachments

City of Kingsport – Procurement Department
225 W. Center Street, Kingsport, TN 37660
Phone – (423) 229-9419 Fax – (423) 224-2433

**CITY OF KINGSPORT, TENNESSEE
NOTICE OF REQUEST FOR QUALIFICATION STATEMENTS
FOR PROVIDING MASTER PLANNING DESIGN SERVICES FOR
RIVERBEND PARK**

ENCLOSED INFORMATION

Public Notice – 1 page

Instructions for Submitters – 3 pages

Contract Agreement – 6 pages

GIS Property Drawings – 3 pages

Property Survey – 1 page

Property Photos – 4 each

The entire set of Request for Qualifications is available online at:

<http://www.kingsporttn.gov>

PUBLIC NOTICE

The City of Kingsport is requesting sealed responses to a Request for Qualifications for Master Planning Design Services for Riverbend Park. The respondent must have experience in projects of this nature with municipal and or other governmental entities.

Sealed requests will be received by the Procurement Manager, City of Kingsport, until 4:00 P.M., Eastern Time, November 2, 2016, and at that time be publicly opened in the Council Room, City Hall, 225 W. Center St., Kingsport, TN.

By submission of a signed Qualification Statement, the respondent certifies total compliance with TITLE VI and TITLE VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

Bid documents for the above referenced project are available online at <http://www.kingsporttn.gov>. Interested parties are requested to contact the Procurement Manager, City of Kingsport at phone number (423) 229-9419, fax (423) 224-2433.

PUB1T: 10/16/16

Tilden J. Fleming
City Manager

Riverbend Park Master Plan – RFQ

Project title: Riverbend Park Master Plan

The City of Kingsport is requesting statements of qualifications (RFQ) from experienced professional design/engineering consultants to provide professional services for the development of a park master plan.

Background

The City of Kingsport has a rich history of providing quality parks and recreation facilities for residents and visitors to enjoy.

In 2015 the City of Kingsport acquired 24 acres of property through a developer agreement for the purpose of new park development. It is estimated that 62,000 residents currently live within a 5 mile radius of the new property and there are no other city parks in this geographic quadrant of Kingsport.

The park property has frontage on the South Fork of the Holston River. It is also downstream of Patrick Henry Dam and a TVA boat ramp. The park site primarily sits below a bluff. At the top of the bluff a 266 unit apartment complex is being built, with an estimated opening date of spring 2017. There is direct road access to the park site and commercial properties nearby. Future development in the area near the park site might include restaurants, retail and additional housing.

Project Overview

The project consists of the development of a master plan for Riverbend Park that would create a signature community space. The Park design should embrace the natural landscape, maximize river recreation opportunities, provide a safe park for Kingsport residents, include mixed use of recreation experiences and integrate well with nearby private developments. The plan should also address potential connection of the park to TVA properties, the apartment complex and existing community trail networks. As we look to improve and encourage the burgeoning river culture of our area we anticipate this park to provide a premier experience on and in the waterway.

Scope of Work and Services Required

1. Meet with city staff, support groups, and others as designated to develop design ideas.
2. Formulation of a conceptual design and design development documents that integrate the client's program need and are based on knowledge of the principles of park design and landscape architecture.
3. Create park master plan schematic designs and color renderings.
4. Provide opinions of costs and phasing options for construction of master plan components.
5. Provide opinions of costs for estimated park maintenance of master plan components.

6. Identify permitting required for development of master plan components.
7. Identify grants, partnerships, and other potential funding opportunities for park development.
8. Facilitate and present the park master plan to community groups for public input.

Proposal Elements

Each proposal shall identify and include the following:

- 1) Cover letter.
- 2) The Project Team, including sub-consultants (if proposed), expertise and experience with similar projects including multi-use parks, waterfront developments and community recreation areas. Including the following:
 - o Project name
 - o Location and project cost estimates and actual cost
 - o A brief description of the project
 - o The firm's role in the project o Project Team member roles in the project
 - o A project reference(s) and contact phone number
- 3) The Project Team's approach to the project.
- 4) The Project Team's anticipated project schedule.
- 5) The firm's history and executive profile.
- 6) The firm's process/procedures for providing quality assurance/quality control throughout the life of the project.
- 7) A description of experience in working with the public sector and elected officials.
- 8) A description of projects in which the firm has worked with the sub-consultants proposed for this project
- 9) A description of any legal action in which the firm or its executives have been involved in the last five (5) years.

Selection criteria

SELECTION CRITERIA The following will be used to evaluate the applicants:

- A. Qualifications of firm, specifically as they relate to this project. Demonstrated experience and expertise preparing public park designs, plans, landscaping, trail and site amenity design options, including engineering and environmental considerations, permitting, storm water management and associated site improvements.
- B. Extensive experience in developing concept plans, community outreach, preparing preliminary plans, specifications and engineering documents necessary to develop accurate cost estimates, permitting and construction requirements.
- C. Available resources to complete the project, including the analytical design tools, personnel, resources or methodologies commonly used by the firm that may be applicable to the project categories.
- D. Ability of firm to complete tasks quickly and on time.
- E. References and previous experience working on similar projects and past work with similar cities. Related project experience of the individuals who would be assigned to this project.
- F. Project team success of providing accurate cost estimates and examples of actual cost compared to cost estimates.
- G. Extensive experience preparing and presenting materials before elected officials and community groups.
- I. Responsiveness to the RFQ and compliance with instructions.
- J. Schedule and availability.
- K. General impressions and presentation of qualifications.

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, effective on the ____ day of _____, 20__, by and between _____, hereinafter referred to as "CONSULTANT" and the CITY OF KINGSPORT, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, OWNER has need for professional services and other adjunct services as may be authorized by OWNER for Master Planning Design Services related to Riverbend Park, and;

WHEREAS, CONSULTANT desires to provide such services and being competent to do so;

NOW THEREFORE, OWNER and CONSULTANT in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

**ARTICLE I
SCOPE OF SERVICES AND SCHEDULE**

- 1.1 The work and services to be performed (hereinafter referred to as "Services") by CONSULTANT shall be in accordance with CONSULTANT's Scope of Work, as detailed in Appendix A attached hereto and made a part hereof as though fully set out in the body of this Agreement.
- 1.2 On receiving authorization to proceed with the work, CONSULTANT shall proceed with the Scope of Work contained in Appendix A.
- 1.3 CONSULTANT shall proceed on a schedule mutually agreed with OWNER.

**ARTICLE II
INDEPENDENT CONTRACTOR**

2.1 CONSULTANT warrants to be an independent contractor and responsible for its Services, and not as the agent of OWNER, in performing the Agreement, maintaining complete control over its employees and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by CONSULTANT shall create any contractual relationship between any such subcontractor and OWNER. CONSULTANT shall provide services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The CONSULTANT shall review State of Tennessee and City of Kingsport laws and regulations applicable to its services. CONSULTANT agrees to comply with all applicable Federal, State and Local codes and ordinances, including all applicable requirements of the Americans with Disabilities Act, in the

design or implementation of the Project.

ARTICLE III COMMITMENT OF PERSONNEL

- 3.1 CONSULTANT represents that it has, or will secure at its own expense, the qualified personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with OWNER.
- 3.2 All the Services required hereunder will be performed by CONSULTANT or subcontractors under their supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State of Tennessee and local laws to perform such Services.

ARTICLE IV COMPENSATION

- 4.1 OWNER agrees to compensate CONSULTANT for Services performed pursuant to Article I, which Services are identified in Appendix A, for an amount not to exceed _____ (\$_____). Said fee is inclusive of all labor, expenses and subcontracts to complete all elements of the Services for the Scope of Work, (Appendix A) except as may be identified in OWNER'S Responsibilities section of Appendix A, if such is included.
- 4.2 CONSULTANT shall submit periodic invoices in a form consistent with OWNER'S needs. Invoices for work performed shall indicate the time period during which the work was performed. The invoices are to be signed and certified as to their accuracy.
- 4.3 OWNER will promptly review monthly invoices. OWNER may require any additional information deemed necessary and appropriate to substantiate the invoice. OWNER shall have ten (10) work days from date of receipt from CONSULTANT of an invoice to reject all or any part of the invoice. OWNER shall pay the undisputed amounts to CONSULTANT within thirty (30) days of receipt of the invoice. The invoice shall show the percentage of completion of the Services as of the end of the period covered by the invoice. OWNER is not required to pay more than 90% of the compensation set out in 4.1 above until approval of Final Payment. Final payment, constituting the entire unpaid balance of the amount set out in 4.1 above, shall be made by OWNER to CONSULTANT only after CONSULTANT has fully performed and achieved Final Completion of the Services, and has provided OWNER all documents required by this Agreement.
- 4.4 CONSULTANT shall be responsible for alerting OWNER in any instance when it anticipates exceeding the budget amount; shall provide justification for same; and shall do so prior to expending 100% of the amount set out in 4.1 of this Agreement. The Agreement may be amended as the work progresses, provided CONSULTANT receives written authorization from OWNER to make such amendments.

**ARTICLE V
PERIOD OF PERFORMANCE**

- 5.1 The Scope of the Services to be performed by CONSULTANT shall be fully and finally completed within _____ calendar days from the date of this Agreement. Final completion is the completion of all Services and all contract requirements by CONSULTANT.

**ARTICLE VI
LIABILITY AND INSURANCE**

- 6.1 Public and Professional Liability - CONSULTANT shall fully indemnify, defend and save harmless OWNER, its Board of Mayor and Aldermen, employees and agents from and against damages, liabilities, expenses, compensations, claims, demands, suits or judgments of sums of money, including but not limited to court costs and reasonable counsel fees, to any party for loss of life or injury or damage to persons or property to the extent caused by, any negligent act, error, omission, of CONSULTANT, its agents, servants, or employees while engaged upon or in connection with the Services required or performed by CONSULTANT. The provisions of this Article VI shall survive the termination or expiration of this Agreement.
- 6.2 Insurance - Prior to beginning these Services, CONSULTANT shall, at CONSULTANT'S expense, obtain, keep in force during the term of this Agreement the following minimum amounts of insurance:
1. General Liability - occurrence basis bodily injury, personal injury and property damage - \$500,000 – \$1,000,000 combined single limit per occurrence;
 2. Automobile liability - owner, hired, and non-owned bodily injury and property damage - \$500,000 – \$1,000,000 combined single limit per occurrence;
 3. Workmen's compensation with statutory limits and employer's liability insurance with minimum limits of \$500,000, to provide for the payment of employees of CONSULTANT employed on or in connection with the work and/or to their dependents, of worker's compensation benefits, including when required, occupational disease benefits in accordance with the U. S. Longshoremens and Harbor Worker's Compensation Act and the Jones Act. With the prior approval of OWNER, CONSULTANT may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.

OWNER, its Board of Mayor and Aldermen, its employees, and agents shall be named as additional insured on the certificates of insurance (General Liability or Automobile Liability) for such policies, and a certified copy of such certificates shall be provided to OWNER by CONSULTANT prior to the start of Services. CONSULTANT shall provide OWNER, upon its request, a certified copy of any insurance policy required by this Agreement. Any failure or non-coverage by such policy or the limit of any such insurance shall not limit the liability of

CONSULTANT to OWNER. The policy, or policies, shall contain a provision that such policy or policies may not be cancelled without thirty (30) days prior written notice of such cancellation to OWNER. Insurance required hereunder shall be in companies reasonably acceptable to OWNER.

ARTICLE VII TERMS AND CONDITIONS

- 7.1 Successors and Assigns - This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.
- 7.2 Subletting, Assignment, or Transfer - This Agreement may not be sublet, assigned or transferred, changed, modified, or amended, in whole or in part, except as may be agreed, in writing, and signed by all the parties hereto.
- 7.3 Extent of Agreement - This Agreement constitutes the entire and integrated agreement between OWNER and CONSULTANT and no other written or oral understanding shall constitute part of this Agreement.
- 7.4 Severability - To the extent that any provision of this Agreement is finally adjudged invalid or unenforceable by a tribunal of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it enforceable.
- 7.5 Compliance of Laws - CONSULTANT shall comply with applicable laws, ordinances, rules, regulations and requirements of all federal, state and local governments, courts, boards, commissions or any other body exercising functions similar to the foregoing insofar as carrying out the provisions of this Agreement.
- 7.6 Termination – If through any cause, either party shall fail to fulfill in timely and proper manner the obligations, agreements or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by filing written notice to the party in breach of such termination and specifying the effective date thereof, at least five days before the effective day of such termination.

In such event, all finished or unfinished documents, data, studies, and reports prepared by CONSULTANT under this Agreement shall, at the option of OWNER, become its property and CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the foregoing, CONSULTANT shall not be relieved of liability to OWNER for damages sustained by virtue of any breach of the agreement by CONSULTANT and OWNER may withhold any payments to CONSULTANT for the purpose of set off until such time as the exact amount of damages due OWNER from CONSULTANT is determined.

- 7.7 Governing Law - This Agreement shall be interpreted under and governed by the laws of the state of Tennessee.
- 7.8 Right to Rely – The CONSULTANT shall have the right to reasonably rely upon the accuracy and completeness of the services and information furnished by the OWNER. The CONSULTANT shall provide prompt written notice to the OWNER if the CONSULTANT becomes aware of any errors, omissions or inconsistencies in such services or information. Nothing herein shall be construed so as to release CONSULTANT from its responsibility or liability.
- 7.9 Dispute Resolution – In the event that a conflict arises that cannot be resolved between the parties, OWNER and CONSULTANT agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation, unless the parties mutually agree otherwise. The mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period of agreement of the parties or court order.
- 7.10 Waiver of Consequential Damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

ARTICLE VIII OWNERSHIP OF DOCUMENTS

- 8.1 All documents, reports and material prepared by CONSULTANT in the performance of this Agreement shall become the sole property of OWNER upon payment in full of all monies owed the CONSULTANT, provided CONSULTANT is not in breach of this Agreement. CONSULTANT hereby acknowledges that all right, title, and interest in the documents and all related reports, plans, drawings, technical memoranda and other directly related documents of any kind prepared or made by CONSULTANT or its subcontractors in the performance of or in connection with CONSULTANT'S Services and duties under this Agreement shall be vested solely with OWNER, including the right to hold, use, or dispose of same as OWNER deems appropriate in its sole discretion, but if OWNER uses such documents for other than intended purpose, OWNER assumes any and all liabilities for such use of the documents and CONSULTANT waives any property rights and copyright to such documents.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound have caused their duly authorized representative to, set their hand this day, month, and year first above written.

CITY OF KINGSPORT

By: _____

By: _____

WITNESS:

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney



Access Point

Access Point

Boat Ramp

Access Point

Boat Ramp

Project #: 18387wo10637
Disclaimer

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Legend

- Selected_Property
- AccessPoints
- Private Street
- Local Street
- Collector Street
- Ramp
- Expressway
- Interstate
- Minor Arterial
- Major Arterial





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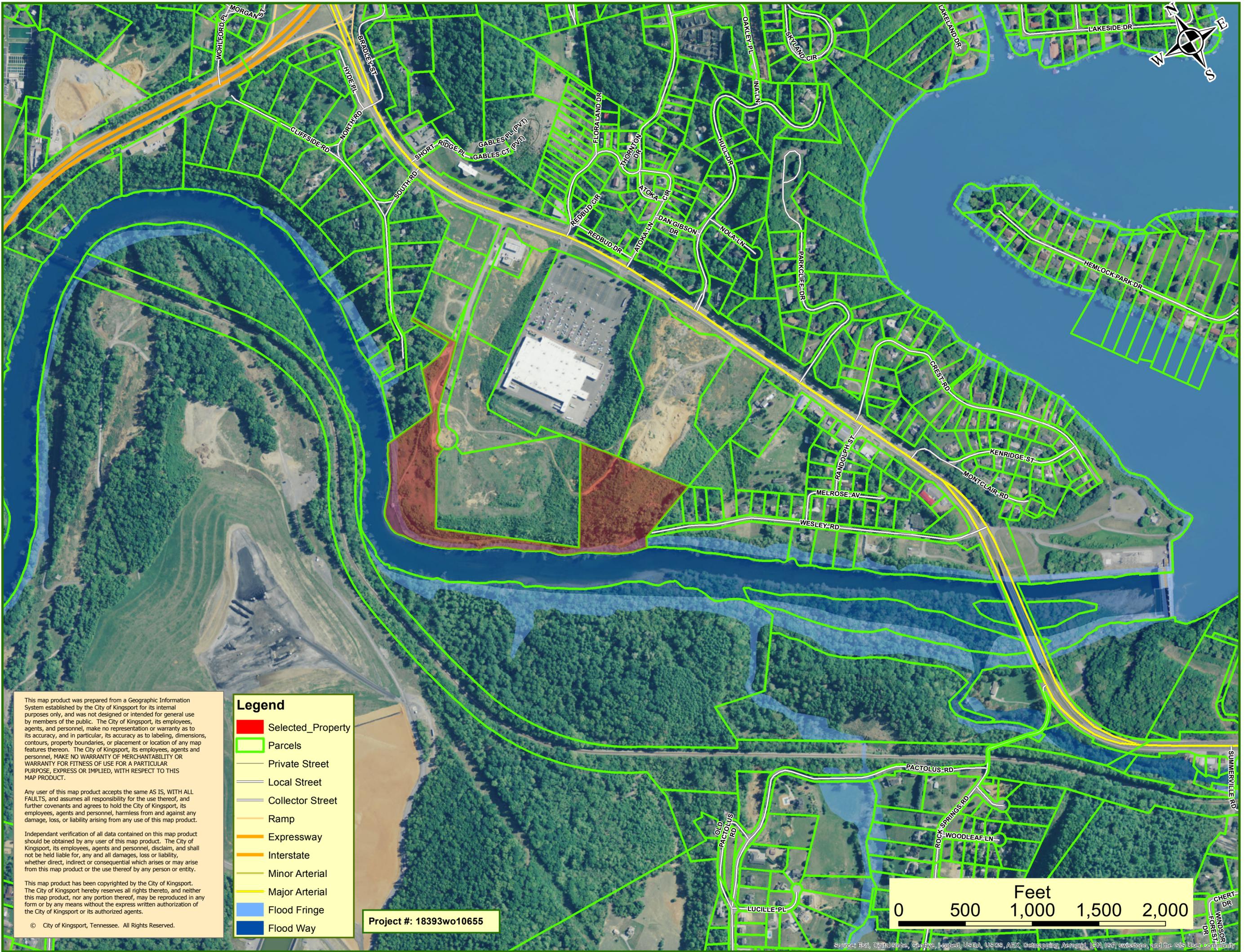
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Legend

- Parcels
- Index Contours

Project #: 18393wo10648





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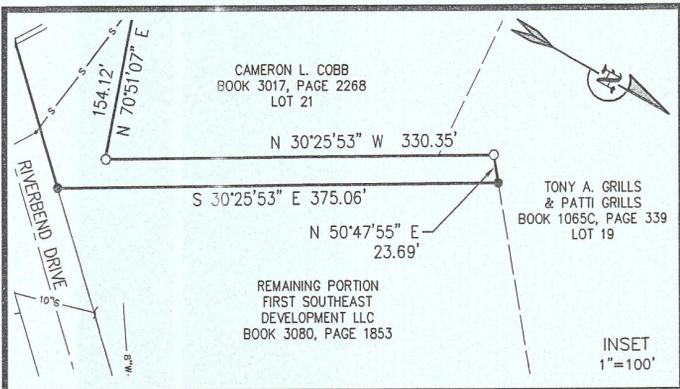
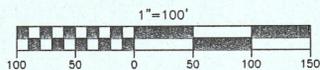
Legend

- Selected_Property
- Parcels
- Private Street
- Local Street
- Collector Street
- Ramp
- Expressway
- Flood Fringe
- Flood Way

Project #: 18393wo10655

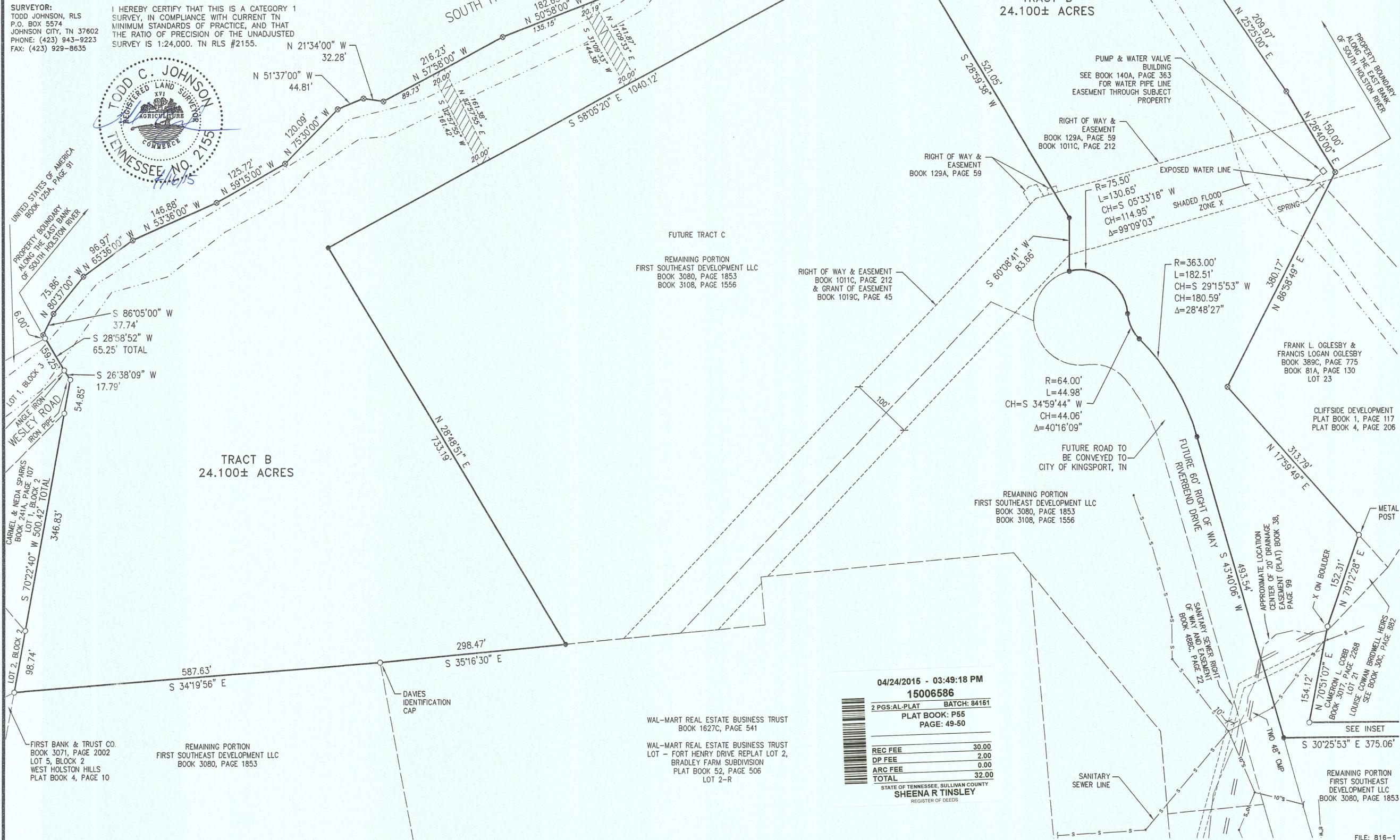


**RIVERBEND
DEVELOPMENT TRACT B
SHEET 2 OF 2
APRIL 16, 2015**



SURVEYOR:
TODD JOHNSON, RLS
P.O. BOX 5574
JOHNSON CITY, TN 37602
PHONE: (423) 943-9223
FAX: (423) 929-8635

I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY, IN COMPLIANCE WITH CURRENT TN MINIMUM STANDARDS OF PRACTICE, AND THAT THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:24,000. TN RLS #2155.



REMAINING PORTION
FIRST SOUTHEAST DEVELOPMENT LLC
BOOK 3080, PAGE 1853

WAL-MART REAL ESTATE BUSINESS TRUST
BOOK 1627C, PAGE 541

WAL-MART REAL ESTATE BUSINESS TRUST
LOT - FORT HENRY DRIVE REPLAT LOT 2,
BRADLEY FARM SUBDIVISION
PLAT BOOK 52, PAGE 506
LOT 2-R

04/24/2015 - 03:49:18 PM
15006586

2 PGS:AL-PLAT BATCH: 84161
PLAT BOOK: P65
PAGE: 49-50

REC FEE	30.00
DP FEE	2.00
ARC FEE	0.00
TOTAL	32.00

STATE OF TENNESSEE, SULLIVAN COUNTY
SHEENA R TINSLEY
REGISTER OF DEEDS

P-1752(2)







