

HPCO GROWTH INITIATIVE



REQUEST FOR PROPOSALS ENGINEERING SERVICES

2022 BASE Grant Project

“This project is being supported, in whole or in part, by Coronavirus State and Local Recovery Funds, federal award SLFRP0140, awarded to the Harper County Community Foundation by the U.S. Department of Treasury, the State of Kansas, and the Kansas Department of Commerce.”

City of Harper
City of Anthony

1. Introduction.

The City of Harper and the City of Anthony (the “Cities”) are accepting request for proposals for professional engineering services to design and engineer water, sewer, storm water and street infrastructure to support residential housing and commercial lot development, sewer infrastructure to complete an industrial development park and a concrete access and drainage for an existing commercial development property, all located in Harper County, Kansas.

These projects combined are part of a joint effort sponsored by the Harper County Community Foundation (HCCF) known as the “HPCO Growth Initiative”, which was awarded a 2022 BASE Grant by the Kansas Department of Commerce. The cities of Anthony and Harper joined together for a regional approach since both communities have projects similar in size and scope of work. The communities will be administering their respective portions of the grant independently but hope to take advantage of any opportunities to work together throughout the process. This may include shared engineering services and bidding the construction work together, if determined feasible and in the best interest of the projects.

HPCO Growth Initiative is composed of the following four individual projects:

Sycamore Development – Harper, KS: This is a new 14 lot housing development that is in the process of being platted. Baughman and Company are the firm completing the surveying and platting work. This development requires construction of new water, sewer and street infrastructure. Storm water runoff will also need to be evaluated and addressed. Preliminary plat and aerials will be attached.

Airport Industrial Development – Harper, KS: This is an existing development located on HWY 160 south of the K2/K14 junction. It includes approximately 11 acres of industrial property. The city has already extended water utilities and constructed highway access, but the development still requires sewer utilities. The sewer main will need to be extended from the water treatment plant, approximately 1,500’ north of the industrial park.

Harper Business Park – Harper, KS: This is a completed development, except for one parcel in the middle of the business park. This undeveloped property needs to have a concrete apron constructed to provide access. As well, storm water runoff needs evaluated to determine any additional dirt work necessary to reduce potential flooding impact to neighboring property in the event of new business construction.

Sunrise 2nd Addition – Anthony, KS: This is a new 16 lot single family housing, up to 6 lot multi-family housing and 5 lot commercial development that has already completed the platting process. This addition has one commercial lot already developed but requires construction of all remaining water, sewer and street infrastructure for the 27 new lots referenced above. Storm water runoff within the scope of this project will also need to be evaluated and addressed.

Project Concept Layouts are attached as Exhibit A.

This RFP states the scope of work and specifies the general rules for preparing the proposal. The proposal should clearly demonstrate how the firm can meet the needs of the Cities and the requirements of the Kansas Department of Commerce. This should include the ability to collaborate to accommodate the grant partners Anthony, Harper, and HCCF. The City of Harper and Anthony individually reserves the right to enter into an agreement, individually or jointly, with the same firm or separate firm(s) presenting the proposal most advantageous to each city and to the success of the Harper County Community Foundation's grant award.

2. Rules of Preparation

The submitted proposals must follow the rules and format established in this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to comply with any portion of this request may result in the rejection of a proposal.

3. Project Inquiries

All project inquiries or questions related to RFP requirements should be directed to:

Harper, KS Projects:

Tiffany Hartson, City Administrator
201 W. Main St.
Harper, KS 67058
thartson@cityofharper.com
(620)896-2511

Anthony, KS Projects:

Cyndra Kastens, City Administrator
P.O. Box 504/124 S. Bluff Ave
Anthony, KS 67003
ckastens@anthonykansas.org
(620)842-5434

**Email is the preferred method of communication.

4. Submission of Proposals

Proposals should be submitted to:

HCCF
329 N Wheat Lane
Anthony, KS 67003

Five copies (2 unbound) of each proposal shall be placed in a sealed envelope clearly marked "RFP: HPCO Growth Initiative" and received no later than 3:00 p.m. July 5, 2022.

Proposals received after the above date and time will be considered late and will not be accepted. Any late proposals will be returned unopened to the firm. One copy of an original executed Exhibit C must accompany the submission. Proposals will be opened at HCCF on July 5th, 2022, at 3:00 p.m. to begin the review process. **Bids will not be awarded until after July 11th, 2022, based upon Cities' respective Commission dates.**

HCCF and the Cities will not pay any costs associated with the proposal preparation process. All costs for the preparation shall be borne by the proposing firm.

5. Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn by an authorized representative of the firm or by formal written notice prior to the final due date and time specified for proposal submission. Submitted proposals will become the property of the Cities after the proposal submission deadline.

6. Minimum Specifications/Scope of Services

Proposals shall address all engineering services necessary to complete the project as detailed in **Exhibit B – Scope of Services**.

Each proposal shall include a draft Agreement for Engineering Services. The agreement shall include but not be limited to definition of project of scope, scope of services to be provided by the consultant, scope of services to be provided by the Cities, time schedule, total compensation, and shall reference the inclusion of the requirements of this RFP as part of the agreed services. Scope of services to be completed by consultant shall include but not be limited to:

- Design
- Construction engineering and observation
- Assist in review and approval of contractor request for payments
- Conduct Davis Bacon Wage interviews (only if required by the BASE grant, it is anticipated that it is not)
- Review American Iron and Steel provision certificates (only if required by the BASE grant, it is anticipated that it is not)
- Final Deliverables:
 - O&M Manual (to include a summary list of the steps required for proper maintenance of the systems installed and the requirements of the KDHE, KDOT, or EPA permits as applicable)
 - Final Plan of Operations (prepared in accordance with applicable regulations)
 - Fiscal Sustainability Plan (prepared in accordance with applicable regulations). This plan should include a summary list of the assets, life expectancy of each, and replacement costs necessary to aid Cities in preparing long term budgetary maintenance and replacement planning on the system.
 - Final as-built drawings
 - Copies of consultant inspection log records and photos
- Any other services necessary to complete the Scope as defined in this RFP

For the purpose of evaluating proposals, Consultants shall complete and sign the proposal sheet in **Exhibit C**.

7. Contractual Obligations

The submission of this RFP, the proposal submitted in response to this RFP, and the execution of an Agreement for Engineering Services shall constitute the contractual agreement for professional services between HCCF, the Cities, and the selected firm.

8. Insurance Requirements

Indemnification and Insurance – The successful firm(s) shall indemnify and hold harmless HCCF and the Cities and its officers, agents, employees and assigns, harmless from any liability imposed for injury whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of firm, or of anyone acting under firm's direction or control or on its behalf, in connection with or incident to, or arising out of the performance of this contract. Successful firm shall maintain the following insurance requirements during the time of performance of these services and contract period. Insurance certificates must be on file with the City Clerk's office prior to the execution of the Agreement for Engineering Services.

- a. General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in aggregate.
- b. Automobile Liability Insurance – per law.
- c. Worker's Compensation insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence
- d. Professional Liability Insurance, with a limit of \$2,000,000 annual aggregate

The Cities shall be listed as an additional insured. The insurance evidenced by the certificate shall indicate that it will not be cancelled or altered during the period of the project term. The successful firm shall require all of its subcontractors to maintain the same level of insurance listed above.

9. Right to Reject All Proposals

The Cities reserve the right to reject any and all proposals or any part of any proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the Cities may deem necessary in its best interest. The Cities also reserves the right to negotiate with any firm, all or part of any proposal that is in the best interest of the Cities.

10. Evaluations

The committee evaluating the proposals will recommend the proposal that best serves the Cities' needs at the lowest possible cost.

11.Non-limitations to RFP

The format of the RFP must be followed, and all requested information must be submitted as indicated; however, the Cities are receptive to any additional suggestions pertaining to services development, additional related capabilities, and any alternative methods for providing related services. Any exceptions to the RFP requirements must be included in writing in the proposal. Inclusion of the request for exceptions in the proposal is not a guarantee and does not alter the requirements of this RFP unless so agreed upon in writing by the Cities and the selected firm.

12.Interpretations and Addenda

No interpretation made to any respondent as to the meaning of the RFP shall be binding on the Cities unless repeated in writing and distributed as an addendum by the Cities. Interpretations and/or clarification shall be requested in writing from the contact person listed in Section 3.

13.Projected Schedule of Events

Release of RFP Document	<u>June10, 2022</u>
Last Day to Submit Proposals	<u>July 5, 2022</u>
RFP Bid Opening	<u>July 5, 2022</u>
Bid Tabulation Presentation to Governing Body	<u>>July 11, 2022</u>
Preliminary Survey, Engineering, and KDHE Permitting	<u>August-November 2022</u>
Target Construction Bid Letting Date	<u>November 1, 2022</u>
Target Construction Project Award	<u>November 28, 2022</u>
Target Utility Construction to Commence	<u>January 1, 2023</u>
Target Street Construction to Commence	<u>June 1, 2023</u>
Project Completion Date	

Construction commencement target dates weather and temperature dependent.

14.Proposal Response Format

In order to facilitate the analysis of responses to this RFP, firms are required to prepare their proposal in accordance with the instructions outlined in section 4. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc., are not necessary or desired.

Proposals shall be limited to 15 pages not including the draft Agreement for Engineering Services.

EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.

The proposal should be organized into the following major parts:

Executive Summary- A brief and non-technical narrative describing the proposal.

Company Background - Information regarding the firm's stability, length of time in business, past history, future plans, company size, organization.

Responses to Functional Requirements - Responses to the requirements listed in this RFP must be provided. Notes of explanation or clarification must be included with specific reference to the item in question. Include a time schedule for completion of your firm's work and an estimate of time commitments from city staff.

Performance History – Please list municipal projects of similar nature, size and complexity the firm has designed in the previous five years. Please identify those projects which the city cannot contact for reference.

Schedule – projection of anticipated starting and ending dates.

Cost Quotations – Costs shall be organized by project name, i.e. Sycamore Development, Airport Industrial Park, Harper Business Park, and Sunrise 2nd Addition. All costs are to be stated in exact amounts. All costs must be detailed specifically in a cost summary section of the proposal; no additional charges (e.g. for sales tax, container packing, installation, training, out-of-pocket expenses, etc.) will be allowed unless so specified in the proposal. Standard hourly rate schedule shall also be included. Lump sum total cost by project shall be recorded on the required Exhibit C.

Agreement for Engineering Services – The sample Agreement for Engineering Services shall be an attachment to the proposal and shall not count toward the 15-page submission limitation.

15. Confidentiality of Documents

All responses to the RFP submitted by firms shall be deemed public documents at the time opened by the Cities. The RFP is intended to be worded in a manner so as not to elicit proprietary information from the firm. If the firm desires to submit proprietary information, the firm must contact the Cities prior to bid opening and provide verification that such propriety is a permissible exception under the Kansas Open Records Act. If the information is granted an exception under KORA, the Cities will establish the appropriate executive session for review of said information during the bid opening, then return the information to the submitter after review. Any proposal that is submitted with a blanket statement or limitation that would prohibit or limit such public inspection without such prior approved exception shall be considered non-responsive and shall be rejected.

16. Legal Notice

The Cities expect a professional job, done commensurate with the standards and practices of the profession. All persons awarded and/or entering into purchase orders with the Cities

shall be subject to and required to comply with all applicable City, State and Federal laws and regulations.

Equal Opportunity Employer

Any firm will be required to include the following statement in any contract with the Cities and shall require the same in writing of any sub-contractor utilized for this project: "(Firm/Subcontractor name) shall not discriminate in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, sex, age, marital status, veteran status, sexual orientation, disability, or medical condition, or any other characteristic under applicable law." Selected firm shall provide a copy of the firm's nondiscrimination policy prior to the signing of Engineering Agreement.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

BASE

This is a BASE grant project. All public bids, RFP's, or RFQ's or other public information related to the BASE program funding shall include the following language:

"This project is being supported, in whole or in part, by Coronavirus State and Local Recovery Funds, federal award SLFRP0140, awarded to (recipient) by the U.S. Department of Treasury, the State of Kansas, and the Kansas Department of Commerce."

ARPA

This project is being funded in part with ARPA dollars. ARPA grant assurances require the following on every contract or agreement subject to Title VI and its regulations between the recipient and the recipient's sub-grantees, contractors, sub-contractors, successors, transferees, and assignees:

"The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI

regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

Selected Firm must take reasonable steps to ensure that LEP persons (limited English proficiency) have meaningful access to programs, services, and activities. This could mean providing language assistance services, including oral interpretation and written translation where necessary.

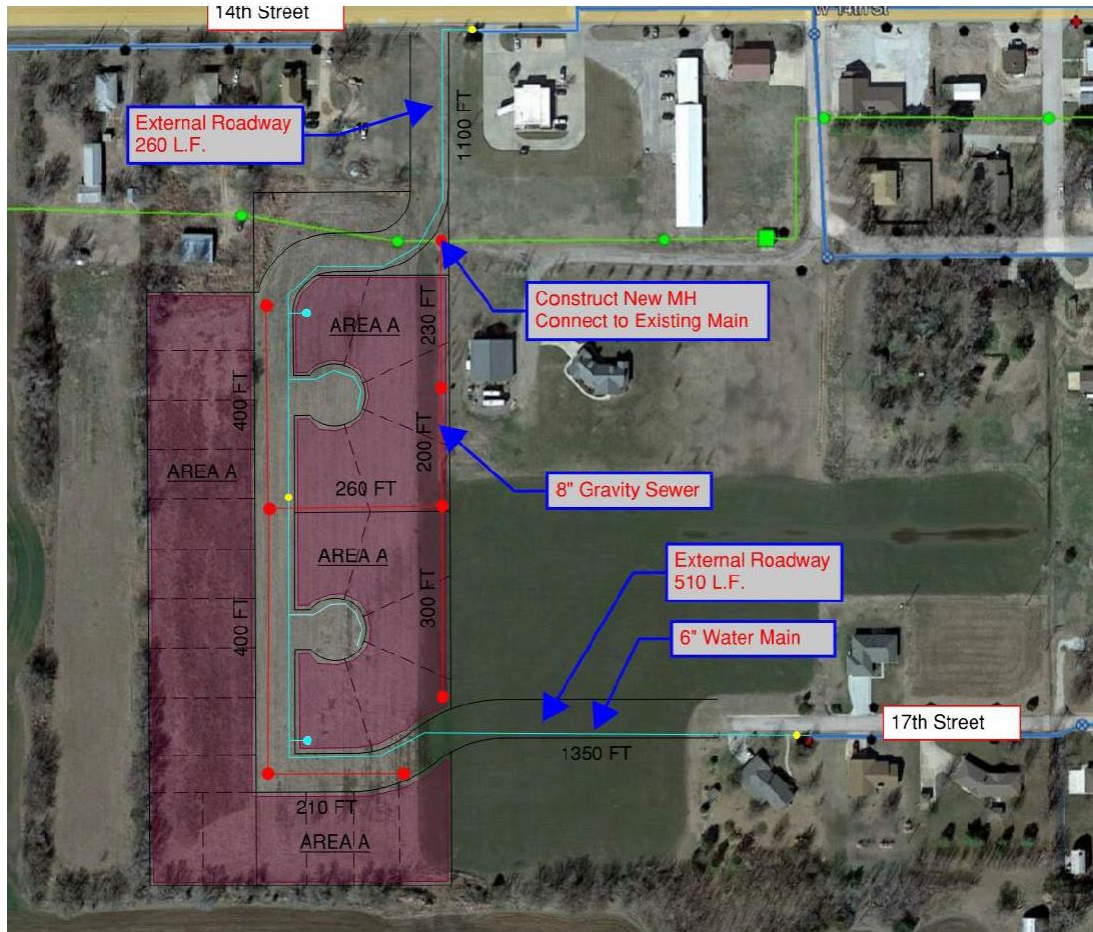
Selected firm and any sub-contractors shall be familiar with and comply with the following acts: Civil Rights, Fair Housing, Section 504 Rehabilitation, Age Discrimination, and ADA. The Cities further encourage on the job use of seatbelts and encourage the adoption of policies that ban text messaging and driving.

17.Examination of Site

It is the responsibility of all interested bidders to inspect the sites and any available data to inform themselves of all the conditions under which the work is to be performed, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed. The Firm to whom the bid is awarded will not be allowed any extra compensation by reason of any such matters of concern which the Firm did not inform themselves prior to bidding.

EXHIBIT A – PROJECT CONCEPT LAYOUT AREAS

Sycamore Development –



Airport Industrial Park –



Harper Business Park –



Sunrise 2nd Addition –

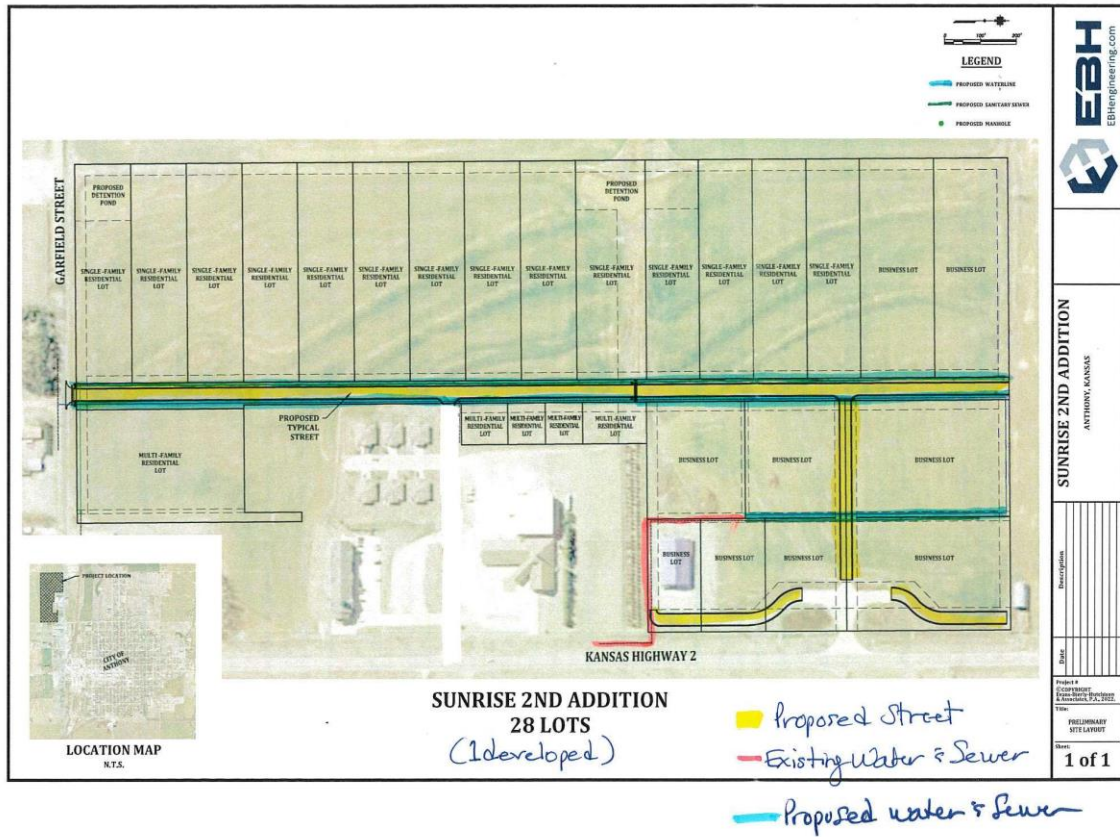


EXHIBIT B – SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

Design shall be according to the industry standard set forth by KDOT, KDHE, EPA, and any other local, state or federal regulatory standards related to similar construction. Services should include but not be limited to:

Engineering Design:

- 1) Project Kick-off Meeting – on-site with City Staff.
 - a. Deliverables: Agenda and Meeting Notes
 - b. City to provide meeting space and invite necessary City Staff.
 - c. This could also include members of project partners from HCCF and the Cities.
- 2) Pre-survey field inspection – On site project review at each project location with City Staff to walk through project concept. This can be at the same time as the kick-off meeting.
- 3) Perform work necessary to collect pertinent topographical, right-of-way, utility and other data deemed necessary to complete the design of the project.
- 4) Preliminary Design Plans (30%)
 - a. Deliverables: Preliminary cost estimate, one (1) full size plan set for each project, printable pdf file, site visit to review (Field Check with City Staff), compile and distribute field check notes.
 - b. City: provide timely (10 working days) review of plans.
- 5) Utility Review
 - a. Prepare utility check plans and distribute to all affected utility companies.
 - b. Coordinate utility relocation requirements.
 - c. Conduct meeting with all franchise utility companies to review plans and coordinate new utility locations in connection with water, sewer, and street locations.
 - d. Follow-up with utility companies to insure proper relocation of utilities as necessary.
- 6) 90% Design Plans
 - a. Deliverables: Updated cost estimate, draft of bid documents and specifications, one (1) full size plan set, printable pdf file, site visit to review plans with City Staff and visit project site, compile and distribute 90% Plan Review.
 - b. City: Provide timely (10 working days) review of plans and specs; and attend 90% Plan Review.
- 7) Permitting
 - a. Prepare and submit applications for any state or federal permit that may be required.
 - b. Coordinate with permitting agencies as necessary.

- c. City will pay permit fees as necessary.

8) Final Plans and Bid Documents

- a. Deliverables: Official Engineer's Estimate of Cost, Final bid documents, two (2) full size, stamped plan sets and bid documents, and printable pdf file.
- b. City: provide timely (10 working days) review of plans and bid documents; and participate in final plan review.

Bid Solicitation Phase:

- a. Costs to generate hard copies or reproduction of bid documents requested by bidder may be recovered from bidder.
- b. Field questions from bidders.
- c. Pre-bid Meeting: coordinate date/time, provide agenda, compile and distribute attendance and meeting notes. City will facilitate meeting room.
- d. Prepare and distribute any necessary addenda to bid documents.
- e. Engineer to review bids received and provide bid tabulation and letter recommending award of bid.
- f. Attend City of Harper Council and City of Anthony Commission meeting for award of bid.

Construction Engineering Phase:

- a. Prepare Contract Documents for Execution.
- b. Provide "For Construction" Plans and Specs: for Cities and Contractor.
- c. Review and approve submittals.
- d. Field questions from contractor.
- e. Pre-Construction Meeting: coordinate date/time, provide agenda, compile, and distribute attendance and meeting notes. City will facilitate meeting room.
- f. Public Information Meeting: City will facilitate this meeting with adjacent landowners that will be impacted by any construction as applicable.
- g. Provide inspection services throughout the construction phase of the project.

Miscellaneous:

- a. Provide any other incidental services not mentioned above which would typically be required for a project of this type. When preparing the fee proposal for the Agreement for Engineering Services, the engineer shall identify any obvious omission from this scope of services, which would be necessary to complete the project as intended.
- b. No additional public or city council/commission meetings, beyond those listed above are anticipated.

SCOPE OF SERVICES TO BE PROVIDED BY THE CITY

The CITY will furnish, as required for the PROJECT and not at the expense of the CONSULTANT, the following items:

- 1) Provide access to previous engineering studies relevant to the project.
- 2) Provide full information concerning the project including all available plans, maps, plats, proposed construction plans, other reports and correspondence.
- 3) Provide timely review and comment or direction to engineer's submittals.
- 4) Provide facilities for all scheduled meetings.

Exhibit C
HPCO GROWTH INITIATIVE
DESIGN ENGINEERING SERVICES

- 1) The undersigned declares he/she has examined the Request for Proposals and all attached documents, has examined the site of work, and has determined for himself/herself the conditions affecting the work. The Consultant hereby proposes to do the work called for in the RFP and attached documents at the following not-to-exceed prices:
- 2) The undersigned, in compliance with the RFP dated June 10, 2022, hereby proposes to do the work called for in said RFP at the following lump sum price:

Sycamore Development	Total Dollars (\$ _____
Airport Industrial Development	Total Dollars (\$ _____
Harper Business Park	Total Dollars (\$ _____
Sunrise 2nd Addition	Total Dollars (\$ _____

- 3) The undersigned further agrees that if the proposal is accepted by the City, he/she will commence work within the timeframe set out in Section 13 – Projected Schedule of Events and shall complete the work as specified within the RFP and attached Exhibits: and that he/she shall pay liquidated damages in the amount of One Hundred Dollars (\$100) for each calendar day that the work remains uncompleted after expiration of Contract time.

<u>Required Documents Attached</u>	<u>(Yes / No)</u>
<i>Draft Agreement for Engineering Services</i>	_____
<i>Requested Exceptions in Writing to the Requirements of the RFP (if applicable)</i>	_____
Acknowledgement of Addenda – (if any)	_____

Dated this _____ day of _____, 2022.

Signature of Proposer

Name and Title

Name of Firm