

**REQUEST FOR PROPOSALS  
PHASE I ENVIRONMENTAL ASSESSMENT**

**ISSUE DATE: Dec. 6, 2021  
DUE DATE: Dec. 20, 2021 @ 2:00PM**

**City of Arkansas City  
118 W Central Ave  
Arkansas City, KS 67005**

## REQUEST FOR PROPOSALS

### Phase I Environmental Assessment

The City of Arkansas City (“City”) is requesting proposal submissions from professional Environmental Consultants (**Offerors**), to conduct Phase I Environmental Assessment(s) for property located at:

**W Madison Ave., Arkansas City, KS 67005. Assessor’s parcel number 018-307-36-0-20-03-005.00-0. Section 36, Township 34, Range 03; S36, T34, R03, PT NW1/4 BEG W1345 & S42.81 FROM NE COR, S860, E300, S223.0, E357.5, SE 425(S), W690(S), N120, W495.28, N910(S), E325, N450.83, E TO POB**

This **RFP** contains submission requirements, the scope of service, period of service, terms and conditions and other pertinent information for submitting a proper and responsive proposal. The **RFP** will be posted on **Dec 6, 2021 and** can be downloaded from the City’s website at [www.arkcity.org](http://www.arkcity.org).

Prospective **Offerors** desiring any explanation or interpretation of this solicitation must make the request in writing no later than **DEC 14, 2021**. The request must be emailed to Randy Frazer at [rfrazer@arkansascityks.gov](mailto:rfrazer@arkansascityks.gov). Any information given to a prospective **Offeror** about this solicitation will be furnished to all other prospective **Offerors** as a written amendment to the solicitation. All amendment(s) to this solicitation, if issued, will be posted on the City ’s website <https://www.arkcity.org>. All **Offerors** are encouraged to check the City ’s website for amendment(s) issuance.

The proposal(s) must be enclosed in a sealed envelope and labeled as follows: **Phase I Environmental Assessment - Request for Proposals. RFP, Due Date and Time: Dec 20, 2021, 2:00 P.M. (CT), Name of Offeror: \_\_\_\_\_.**

The **RFP** submission must be addressed to **Attn: Leslie Shook, City Clerk, 118 W Central Ave, Arkansas City, KS 67005** or emailed as a PDF attachment to [lshook@arkansascityks.gov](mailto:lshook@arkansascityks.gov).

Submittals must reach **City** no later than **2:00 P.M. (CT)** on **Dec 20, 2021**. Late submissions will not be opened and will be sent back to offeror.

Submittals will be evaluated on the criteria stated in the **RFP**. Negotiations may be conducted with **Offerors** who have a reasonable chance of being selected. After evaluation of the proposals, if any, the contract will be awarded to the responsible **Offeror(s)** whose qualifications, project proposal and other factors considered are the most advantageous to **the City**.

The City reserves the right to reject any and all submissions.

**TABLE OF CONTENTS**  
**Phase 1 Environmental**  
**Assessment**

1.	Introduction	4
2.	Procurement Schedule	4
3.	Deliverables	4
4.	Scope for Phase I Environmental Assessment	5
5.	Submission Requirements	6
6.	Fee Structure	6
7.	Evaluation/Selection Criteria and Process	6
8.	Insurance	7
9.	Payments	7

## I. INTRODUCTION

The City of Arkansas City is requesting quotes from professional Environmental Consulting providers to conduct Phase 1 Assessment(s) in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The successful Offeror shall conduct Phase 1 Environmental Assessment(s) in accordance with ASTM E 1527-13 for property acquisition.

Offerors are required to submit written proposals that present the Offeror's qualifications and understanding of the services to be performed. The Offeror's proposals should be prepared simply and economically and should provide all information it considers pertinent to its qualifications for the scope of services contained herein. Emphasis should be placed on completeness of services offered and clarity of content of the proposal.

The proposal must be received by no later than 2:00 PM (CT) on Monday, Dec. 20, 2021, at the following mailing or e-mail address:

City of Arkansas City  
Attn: Leslie Shook  
118 W Central Ave.  
Arkansas City, KS 67005  
E-mail: lshook@arkansascityks.gov

## II. PROCUREMENT SCHEDULE

The anticipated schedule for the RFP is as follows:

### SCHEDULE

EVENT	DATE
Advertised	Dec. 6 to Dec. 20, 2021
Post on Website	Dec. 6, 2021
Receipt of Written Questions	Dec. 14, 2021
Response to Written Questions	Dec. 16, 2021
Submission Date	Dec 20, 2021

## III. DELIVERABLES

If submitting a hard copy, one (1) original proposal of the typewritten submission, including all required information must be executed and submitted in a sealed envelope or package. Any handmade corrections made in the proposal must be initialed by the principal or authorized officer of the Offeror. The original proposal must bear the original signature of a principal or authorized officer of the Offeror.

Proposals may also be emailed as a PDF attachment to [lshook@arkansascityks.gov](mailto:lshook@arkansascityks.gov). If submitting an electronic copy, only one (1) proposal need be emailed. Electronic submission of the proposal shall be considered signed by a principal or authorized representative of the **Offeror**. **Electronic submissions must be received by the due date and time for consideration.** A reply email will be sent when a proposal is received.

**Offerors** are solely responsible for ensuring that their proposals are received by the time and date stated. Receipt by the City after the due date and time specified will be cause for rejection.

#### Submission Place/Address

Proposals by telegram, telephone, or facsimile, or handwritten proposals, will not be accepted by the city.

#### **IV. SCOPE FOR ENVIRONMENTAL ASSESSMENT**

The Phase I Environmental Site Assessment (ESA) must be performed in general conformance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process E 1527-13. The objective of the ESA is to identify recognized environmental conditions (RECs) and certain environmental conditions outside the scope of ASTM Practice E 1527-13 in connection with the property at the time of the property survey. The on-site survey and assessment must be conducted by a qualified assessor. The Phase I Environmental Site Assessment must be prepared to assess a parcel of real estate with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601) and petroleum products. As such, this practice is intended to permit Client to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability: that is, the practices that constitute “all appropriate inquiry into the previous ownership and uses of the Subject Property consistent with good commercial or customary practice” as defined in 42 U.S.C. § 9601(35)(B).

The Phase I Assessment(s) must be submitted in a standard format and will be requested as needed through the term of the Contract. The Phase I Assessment must be conducted using current American Society for Testing and Materials (ASTM) standard practices including records review, site reconnaissance, interviews, and reports to identify recognized environmental conditions.

Access to the parcel must be arranged by the **city**. The final report must include findings and recommendations, but is not limited to the following:

- Executive Summary
- Introduction
- Property Description and Physical Setting
- Property Usage
- Environmental and Regulatory Review
- Reconnaissance Findings
- Additional Services if applicable
- Summary and Conclusion
- Recommendations
- Warranty

In addition, a reliance letter must be provided for each environmental assessment as requested at no additional cost.

The processing time for each assessment should not exceed calendar 30 days from the date the **Offeror** is directed to proceed. The Phase 1 Environmental Assessment report(s) must be promptly delivered to the city and an electronic copy must also be provided to Randy Frazer [rfrazer@arkansascityks.gov](mailto:rfrazer@arkansascityks.gov).

**Offeror** hereby agrees to discuss and clarify agency observations/suggestions for the ESA. If after such discussions, revisions are warranted, the **Offeror** agrees that a supplemental report will be furnished at no additional charge.

The Environmental Consultant must adhere to the Phase I Environmental Assessment standards/practices as required to conform to applicable rules and regulation governing the work.

## V. SUBMISSION REQUIREMENTS

The following is a description of the minimum information, which must be supplied by **Offerors** in their proposals. It is open to all **Offerors** to give such supplementary facts or materials that they consider may be of assistance in the evaluation of the proposal submitted. Proposals that omit critical elements may be considered non-responsive. Each proposal shall include a Table of Contents listing the proposal contents. Proposal packages must contain, at a minimum, the following information, and materials:

1. Letter of transmittal signed by the person authorized to commit the organization to perform the services in the proposal.
  
2. Describe your firm's size and ownership structure including:
  - Length of time with your firm
  - Length of time in current position
  - Length of time in the industry
  - Experiencing in working with public entities
  - Professional Certifications

## VI. FEE STRUCTURE

Proposals shall describe the Environmental Consultant's proposed compensation structure including fee and payment schedule. The fee shall include the cost for the Phase 1 ESA and hourly rate for any work ordered outside of the scope of work.

All travel, postage, telephone, living and miscellaneous expenses will be borne by the successful **Offeror** and included in the total fixed price. There will be no reimbursable expenses allowed under the purchase order/contract.

## VII. EVALUATION/SELECTION CRITERIA AND PROCESS

The **City** will select the successful firm based upon its proposal scoring, and the perceived effectiveness to perform the services described within the solicitation.

The City reserves the right to reject any and all proposals and to negotiate with top-rated **Offerors**. All **Offerors** will be notified by mail regarding the outcome. **City** staff will submit its recommendation to the City Commission of the most highly rated firm, for approval and award of a contract for Phase I Environmental Assessment services.

The **RFP** will be evaluated and rated on, but may not be limited to, the following criteria:

<b>CRITERIA</b>	<b>POINTS</b>
Reasonableness of fee structure	10
Offeror's demonstrated experience in providing environmental consulting services to public entities similar in nature to those specified in the RFP.	10
Offeror's compliance with all specifications and/or other requirements contained in this RFP.	5
<b>Total</b>	<b>25</b>

### **VIII. INSURANCE**

The **Offeror** or insurance carrier shall forward official insurance certificates to the **City**. The **Offeror** shall provide public liability, property damage, personal liability, and automobile insurance with a one million dollars (\$1,000,000) combined single limit. In addition, workers compensation shall be provided in accordance with the State of Kansas rules and regulations. The **CITY** shall be named as an additional insured.

### **IX. PAYMENTS**

Payment will be made to the **Offeror** within thirty (30) days upon receiving an approvable monthly invoice. The invoice shall state the period and services performed and amount. Special services, if requested and provided, will be billed via a separate invoice comprised of a detailed description of the service provided and the date it was provided. The **City** shall notify **Offeror** of any adjustments required to be made to an invoice. Invoices should contain an invoice number, remittance address, itemized products and/or services provided, and price as quoted.

Prior to any and all payments made for goods and/or services provided under this contract, the **Offeror** must complete the W-9 form.

Hi  
Pr-Tr 4/3

STATE OF KANSAS }  
COWLEY COUNTY } SS

0510 PAGE 367

FILED FOR RECORD AT  
2:40 P M

SEP 12 1995 004474

NANCY C. HORST  
REGISTER OF DEEDS

**Declaration of Covenants and Restrictions**

**Arkansas City Industries, Inc.**

COMPARED \_\_\_\_\_  
NUMERICAL \_\_\_\_\_  
DIRECT \_\_\_\_\_  
INDIRECT \_\_\_\_\_  
REGISTRATION \_\_\_\_\_

Arkansas City Industries, Inc. hereinafter referred to as "Declarant" hereby submits the real property described below to the provisions of this Declaration and publishes and declares that all of the following terms, conditions, restrictions and obligations shall be deemed to affect and encumber all of the real property described below, shall run with the real property and shall be a burden and a benefit to the Declarant, its successors and assigns, and to all or any other persons acquiring or owning any interest whatsoever in any portion of the real property described below, and any improvements thereon, and such persons' grantees, successors, heirs, executors, administrators devisees and assigns.

WITNESSETH:

WHEREAS, Declarant is the owner of the following real property located in the City of Arkansas City, Cowley County, Kansas described in Attachment I which is attached and incorporated into this declaration, which real property is hereinafter referred to as "the Premises", and

WHEREAS, the U.S. Environmental Protection Agency EPA and the Kansas Department of Health and Environment KDHE have requested that the City execute a restrictive covenant ensuring that future uses of and activities on the property at the Premises be conducted in a manner so as to preserve the integrity of the remedial actions implemented at the Arkansas City Dump Site "Site" by the EPA and to ensure protection of human health, welfare and the environment.

WHEREAS, Declarant hereby grants to the United States and KDHE certain rights and powers to restrict the use of the Premises, as well as to have access to the Premises, in accordance with the terms and provisions of this Declaration.

NOW THEREFORE, Declarant hereby states and declares that the following actions or activities are prohibited and shall not be allowed on the Premises without the advance written permission of EPA and KDHE:

1400 City of Arkansas  
City of Arkansas City 6/20/95

1. To remove waste material or hazardous substances left at the Site at the conclusion of EPA's remedial actions at the Site.
2. To transport to or dispose, abandon, or place waste material, hazardous substances, or solid wastes at the Site.
3. To remove, alter or damage the "No Dumping" signs installed by EPA at the Site.
4. To construct structures, permanent or otherwise, such as buildings through the soil cap installed by EPA as part of the remedial actions at the Site.



5. To change or alter drainage or surface water flow patterns onto or from the Site.
6. To cause, by pumping, extracting or injecting water, a drop or rise in the water table of more than 1.0 foot.
7. To extract ground water for domestic use or consumption or for use in food preparation or handling.
8. To remove or damage elevation monuments or monitoring wells left at the Site by EPA to monitor the continued effectiveness of the remedial actions implemented by EPA.
9. To produce food or crops at the Site for human or animal consumption, or to produce food or crops using water or soil from the site for human or animal consumption.
10. To alter, modify or remove the vegetative cover installed at the Site by EPA in the remedial actions.
11. To use herbicides, pesticides, fertilizers, or other agricultural chemicals which are not approved for use by EPA for this site or to use such products in a manner inconsistent with label instructions.
12. To bring heavy equipment vehicles onto the Premises.
13. To store commercial products or chemicals on the property in quantities other than those which are necessary for the day-to-day operations of any EPA and KDHE-approved occupants, if any.
14. To bring gravel or any small (1-inch or less in diameter) rock onto the site.

NOW THEREFORE, DECLARANT FURTHER states and declares the following with respect to the Premises:

1. Declarant agrees to provide the United States and KDHE and its representatives, including EPA and its contractors, access at all reasonable times to the Premises for the purposes of conducting any activity related to the remedial action implemented by EPA for the site.
2. Declarant shall give at least sixty (60) days written notice to EPA Region VII and the KDHE prior to any proposed conveyance of any interest in the Premises, including the name and address of the grantee, and the date of the proposed conveyance.

BOOK 0510 PAGE 369

3. Declarant shall provide in any deed, title, or other instrument of conveyance for the Premises, a written notice stating that the Premises is subject to this Declaration.

4. Declarant and the United States and KDHE shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the provisions set forth above, in addition to any legal action for damages, and the costs of such actions, whether injunctive or legal, when incurred, shall be a charge on the Premises and a lien thereon. The failure of Declarant or the United States or KDHE to enforce any of the provisions set forth herein at the time of its violation shall in no event be deemed a waiver of the rights to do so later.

THIS DECLARATION shall continue in full force and effect until such time as a notice of termination of this Declaration, executed by Declarant and an authorized representative of the United States has been filed with the office of the Recorder of Deeds of Cowley County, Kansas.

IN WITNESS WHEREOF, Arkansas City Industries, Inc. has caused this instrument to be executed this 26th day of June, 1995.

ARKANSAS CITY INDUSTRIES, INC.

Robert A. Brown

Treasurer

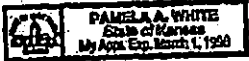
Title Robert A. Brown

State of Kansas )

County of Cowley ) SS

On this 26th day of June, 1995, before me, Pamela A. White, a Notary Public, appeared personally known to me to be the persons who executed the foregoing instrument on behalf of said Arkansas City Industries, Inc. and acknowledged the execution of the same to be the act and deed of said Arkansas City Industries, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Pamela A. White  
Notary Public

My commission expires on 3/1/98

BOOK 0510 PAGE 369

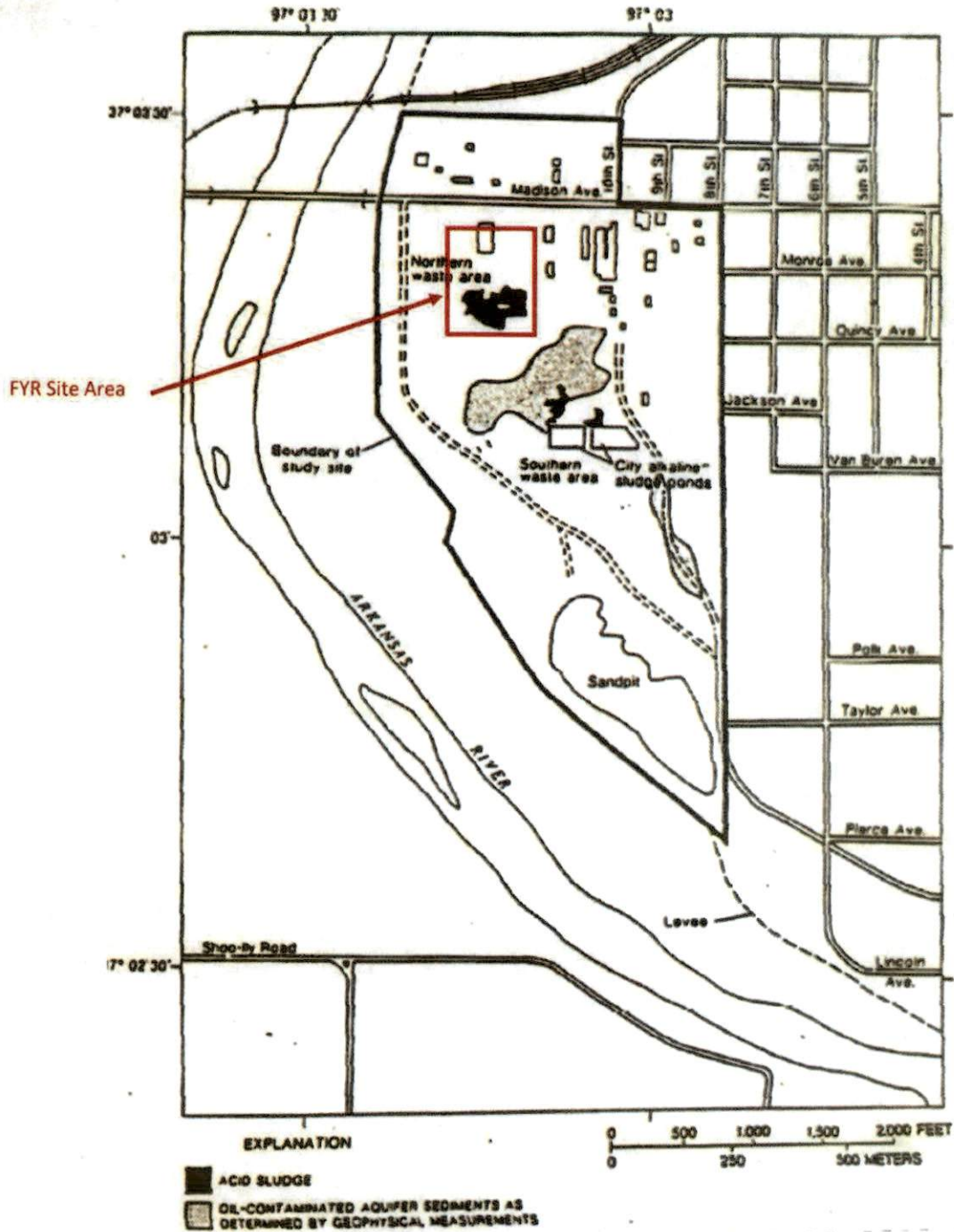
ATTACHMENT I

May 17, 1995

DESCRIPTION - ARK CITY INDUSTRIES:

A tract of land situated in the Northwest Quarter of Section 36, Township 34 South, Range 3 East of the 6th Principal Meridian, Cowley County, Kansas being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of Section 36, Township 34 South, Range 3 East of the 6th Principal Meridian, Cowley County, Kansas; thence North 89 degrees, 18 minutes, 00 seconds West along the North Line of said Quarter Section, a distance of 1344.99 feet; thence due South along the West Line of a tract of record filed in Book 408, Page 70 at the Register of Deeds Office, Cowley County Courthouse, a distance of 280.88 feet to the Point of Beginning; thence continuing due South along the West Line of said recorded tract, a distance of 692.92 feet; thence due West, a distance of 405.00 feet; thence North 00 degrees, 00 minutes 05 seconds East, a distance of 405.00 feet; thence due East, a distance of 154.98 feet; thence due North, a distance of 80.00 feet to a point on the South Line of a tract of record filed in Book 308, Page 91 at the Register of Deeds Office, Cowley County Courthouse; thence South 89 degrees, 17 minutes, 58 seconds East along the South Line of said recorded tract, a distance of 170.01 feet to the Southeast Corner of said recorded tract; thence due North along the East Line of said recorded tract, a distance of 210.00 feet; thence due East, a distance of 80.02 feet to the point of beginning, containing 4.60 Acre(s).



Source: Remedial Action Completion Report, Fluor Daniel Nov. 1992, - Finish Grade Figure CO1



US Army Corps of Engineers

Figure 2

Historic Site Features

ARKANSAS CITY DUMP SITE  
ARKANSAS CITY, KANSAS

Owner: City of Arkansas  
1419 W Madison

Owner: Sybrant Family Trust  
1309 W Madison

Owner: ARK City Industries Shaeller, Dave  
No address provided



Waste Areas (North  
and South Cells)

Source: <http://gis.cowleycounty.org/flexviewers/countymap/PublicWebMap/>



US Army Corps  
of Engineers

Figure 3

Site Parcel Map

ARKANSAS CITY DUMP SITE  
ARKANSAS CITY, KANSAS