



**REQUEST FOR PROPOSALS  
FOR**

**DESIGN-BUILD  
WATER TREATMENT PLANT**

**Date of Request: August 17<sup>th</sup>, 2022**

**Responses due by:  
Friday, September 16<sup>th</sup>, 2022, at 12 p.m. Noon.**



**REQUEST FOR PROPOSALS  
City of Valley Center, Kansas  
Design-Build Water Treatment Plant**

**1. INTRODUCTION**

This Request for Proposal (this “RFP”) is issued by the City of Valley Center (the “City” or “Owner”) to solicit written proposals (each a “Proposal”) from interested firms, joint-ventures, partnerships, or corporations formed for the purpose of responding to this RFP (each a “Proposer”) to design, construct, and provide short-term operations, maintenance, and training for a new Water Treatment Plant (the “WTP” or the “Project”) located in the Valley Center Industrial Park on a parcel north of 545 W. Clay in Valley Center, Kansas pursuant to a Progressive Design-Build Agreement with a short-term operations and maintenance component (the “Contract”).

The City seeks Proposers who are qualified and prepared in all respects as set forth herein to undertake the complete design, construction, and operations of the Project. Proposals will only be accepted from Proposers intending to provide all required services for the Project. The City will not consider responses from firms not offering to provide all required services.

The RFP is a best value procurement process. The selected Preferred Proposer will be invited to enter into a Contract for a progressive design-build process. It is of utmost importance to the Owner that it selects a competent and compatible “business partner” for this Project. The Owner desires that this long-term business relationship be one of optimum mutual benefit to both parties and that it be conducted in a “team partnership environment.” The Proposer shall describe its plan for providing a team partnership environment on this Project.

**2. BACKGROUND**

The City currently purchases treated water from the City of Wichita. Treated water is provided to the distribution system through a booster pump station and 16” water main that supplies the 750,000-gallon elevated storage tank (EST) in the industrial park for distribution. A second connection to the Wichita supply main includes a control valve that opens at a set low water level in the EST and operates at the available water pressure from the Wichita system.

In 2016, the City executed a 20-year contract with Wichita to provide potable water for the City's growing population along with a variety of commercial, industrial, and wholesale customers. The contract included the terms under which the City sells raw water from their water supply wells to Wichita. The City also sells potable water to Sedgwick County Rural Water District No. 2 under the terms of a water purchase contract originally established in 1973.

The 2016 contract includes a three-tiered rate system:

Tier 1 – rate charged for water usage up to 110% of the annual winter consumption

Tier 2 - rate charged for water usage during a monthly period that exceeds 110% of the annual winter consumption

Tier 3 – rate charged for water usage during a monthly period that exceeds 310% of the annual winter consumption

The City has expressed concerns regarding the upward trend in both Tier 1 and Tier 2 rates passed through by Wichita. While the present-day Tier 1 rate remains reasonable and economical, the Tier 2 costs are considerably higher. Periods of future drought may result in a sharp increase in Tier 2 purchases. Because of this, the City is interested in constructing a City operated water treatment plant to supply water during high demand times to reduce water usage billed at the Tier 2 and 3 rates.

The City recently had a Water Treatment Plant Study and Concept Design completed and that data will be provided as part of the RFP process.

The goal of the new WTP is to provide treated water that is similar to the water provided by Wichita at a flow rate up to the City's allocated water rights of 0.84 MGD. The hardness, alkalinity, iron, and manganese are higher than Wichita water and will be noticeable to the utility's customers, so treatment of the well water to address these concerns is necessary. Treatment for iron, manganese will also be required.

### **3. PROJECT METHODOLOGY**

The City has elected to use a Design-Build-Operate ("DB-O") alternative procurement method. For this project the DB-O is defined as a progressive design build process with short term operations and maintenance followed by a period of training for City staff. This method is expected to result in numerous benefits for the City and its customers. The procurement is expected to result in more efficient and cost-effective scheduling, optimal risk allocation, and overall cost savings. This method includes the full and appropriately balanced integration of design, construction, operations, and maintenance in all aspects of project development.

The City intends to enter into an agreement with the selected Preferred Proposer (Design-Builder) for the services described herein and agreed to by both parties. While in general, the Design-Builder may suggest modification to the Proposed Supplementary Conditions and Agreement, certain provisions will be mandatory. The Design-Builder shall assume when submitting a proposal that no changes proposed shall be adopted and that the City shall require the Design-Builder to execute the Agreement without substantive changes.

### **3.1 PROJECT SCOPE OF SERVICES**

The scope of services generally includes, but is not limited to, the following:

1. Prepare water treatment plant design plans and specifications to at least the 30% design stage, consistent with the Concept for the Project. Preliminary design shall include field surveys, hydraulic analysis, conceptual design, and including City design council presentation. Plans shall be complete in their identification and sizing of all equipment and the sizing of all structures and piping necessary to meet the requirements of this project.
2. Preliminary facility and site design documents will include preliminary layout drawings of proposed facilities, and major process components. Layout drawings will include major equipment locations and space allocations for major equipment, electrical equipment, and HVAC equipment. Assumptions for structural components, such as wall thicknesses and foundation requirements and HVAC air flow requirements and minimum finished floor elevations will be noted.
3. Complete economic evaluations, including consideration of capital, operation and maintenance and life-cycle costs. Opinions of capital costs will include construction costs; contingencies; and engineering, legal and administrative expenses. Construction costs will include materials, construction labor, equipment, supplies, excavation, contractor's overhead and profit, and contractor's costs for insurance, bonds, and taxes.
4. Complete an analysis and presentation of findings regarding alternatives that may be included or excluded from the Project such as redundancies, technologies, and processes. Presentation of these findings shall include the associated risks and costs.
5. Prepare design of offsite assets for completion of tract maps and legal information requested for the City to acquire required easements and rights-of-way.
6. Complete regulatory review of 30% design.
7. Produce maps, drawings, and graphics necessary for, and attend with Owner, public meetings and other council, board, or committee meetings as requested.

- 8.** Complete design, construction, and post-construction tasks for the 0.84 MGD capacity water treatment plant including performance testing and startup commissioning. The Design-Builder shall submit and provide 60% and 90% design documents suitable for review by the City and Kansas Department of Health & Environment (KDHE). Documents shall include final sizing for all equipment and structures and a list of recommended equipment manufacturers. The design shall include a site layout showing all additional structures and approximate locations.
- 9.** Direct all field activities, safety and quality control; prepare construction schedules; manage the project safety program; and provide appropriate project permits and reviews.
- 10.** Procure all required equipment, subject to City approval.
- 11.** Coordinate tie-ins and shutdowns that disrupt the regular processing of water; coordinate all these activities and present a schedule detailing these activities, one month in advance of any shutdown or tie-in. Design- Builder shall be solely responsible for providing adequate and appropriate work- arounds to avoid process disruptions and shall not be entitled to any compensation for delays or interference because of actions taken by the City to maintain safe and adequate water supply during construction.
- 12.** Integration of all processes and associated equipment into the facility SCADA system. The integrator will program the facility using WonderWare software and will be responsible for incorporating the modifications into the division's current load. The integrator will be required to match the City's standard nomenclature and all aspects of the integration will be pre-approved by City staff prior to development.
- 13.** Complete design, construction, and testing of pipeline assets to deliver finished water.
- 14.** Complete regulatory reviews at 60% design; 90% design; and as otherwise identified.
- 15.** Coordinate start-up of all components of the Project. City personnel will be trained by the Design-Builder or designated manufacturer's representative in the operation of all treatment processes and related equipment. Design-Builder will be responsible for working with the equipment vendors and the City's chemical supplier to determine the most appropriate chemical dosages.
- 16.** Provide for the operations and maintenance of the Facilities for not less than one year (including the minimum 6 months of training for Owner staff) following commissioning.

17. Upon completion of this project all processes and related equipment will be required to meet minimum standards for process performance as defined in the final plans. Process testing will begin upon Facility startup. All specifications for process testing shall be developed through a coordinated effort by the Design-Builder and City staff. The City will provide analytical services as available to assist in verifying process performance. All other performance testing will be conducted under the City's contract for laboratory services.
18. During the Operating Period, provide for not less than 6 months of training for Owner staff in the operation and maintenance of the constructed Facility and associated assets, including training regarding the operation of all treatment processes and related equipment. Training will be conducted by the Design-Builder or designee. All training will be conducted on-site and will require field and classroom exercises. The Design Builder will include an estimate of the number of training hours necessary to meet the City's training needs. All training classes will accommodate at least 10 people and shall be recorded.
19. The Project and its individual components shall carry a warranty for a minimum period of two (3) years from Substantial Completion.

### **3.2 PROJECT FUNDING**

The project is identified in Owner's capital improvements plan and is intended to be funded from a combination of funding sources.

The Design-Builder shall assist with the potential application process for State of Kansas KDHE SRLF funding through similar actions and meeting the requirements of the program.

The Owner is also preparing for various portions of the Project to be funded through revenue bonds.

### **3.3 PROJECT GOALS**

The City's goals and objectives for the Project, which are not listed in order of priority or importance, are as follows:

1. Provide safe, adequate, uninterrupted water supply to the residents of the City.
2. Ensure the safety of the public, City employees, the Project, and Facilities.
3. Minimize customer rate increases.
4. Zero exceedances of regulatory limits.
5. In the Project design and construction:

- a. Ability to treat 100% groundwater, and the ability to treat any mix of raw water sources.
  - b. Sound design and quality construction for long-term operational reliability
  - c. Optimization of water treatment processes, operations, and maintenance
  - d. Integrated operations of treatment with the water distribution system
  - e. High degree of coordination between design, construction, operation, and maintenance elements
6. Accommodation for potential future expansion of Facilities
  7. Provide for the full operation and maintenance of the Facility for not less than one year (including the minimum 6 months of training for Owner staff), and for such longer period as will be agreed between Owner and Design-Builder.
  8. Prepare a training plan for training of Owner staff in the operation and maintenance of the Facility.
  9. Prepare and implement a plan for the transition of Facility operations to City staff at the conclusion of the Operating Period.
  10. Asset Management Plan and Risk Management Plan for the facility and assets.
  11. Implement quality-management procedures and implement project safety and health practices.

#### **4. Contractor Responsibilities**

1. Each proposal must be submitted on the forms provided. All blanks in the form must be filled in. It is the sole responsibility of the contractor to see that the proposal is delivered to the proper place and received at the proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the contractor unopened.
2. The contractor to whom award is made shall execute a written contract with the City within forty-five (45) calendar days after notice of the award has been sent by email to the email address provided in the proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications. The contractor warrants that they possess, or have arranged through subcontracts, all capital and other equipment, labor, and materials to carry out and complete the work hereunder in compliance with all applicable Federal, State, City laws, ordinances, and regulations.
3. The Contractor will be responsible for procuring the correct and necessary licenses and permits to perform the necessary work to complete this project. All local permit fees will be waived.

4. It shall be the responsibility of the Contractor to locate all existing utilities and protect them from damage.
5. Contractor shall repair at his own expense, any damage, whether inside or outside of the project limits, to utility systems, surface pavements, fixtures, structures, or vegetation that is not specifically indicated to be modified or removed. All damaged items shall be repaired to their original condition, as acceptable to the City.
6. Contractor shall leave site and surrounding areas clean and free of any debris or other unsuitable materials.
7. All traffic control will be the responsibility of the contractor.
8. Contractor shall be responsible for the security of the site. Contractor shall be responsible for all damages to persons or property that occur because of its fault or negligence in the performance of this contract and shall be responsible for the protection of the project site until final acceptance by the City. Contractor shall take all necessary precautions for the safety of workers on the project and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed and to provide a safe and healthful place of employment.

## **5. Questions Regarding the RFP**

If a prospective contractor is in doubt or has any questions as to the true meaning or intent of any part of the Bid package, or discovers discrepancies, errors, or conflicts, or omissions, he/she may submit, to the City, a written request for an interpretation or a correction thereof. Interpretations or corrections shall be made only by addendum duly issued by the City.

A copy of such addendum will be posted on the City website and such addendum shall be considered a part of, and incorporated in, the proposal documents. Telephonic requests will not be taken. Any interpretation or correction of the proposal documents will be made only by a written Addendum. No oral interpretation of any provision in the proposal documents shall be binding.

All questions regarding this RFP should be presented in writing and no later than September 13<sup>th</sup>, 2022 at 5:00 PM:

Rodney Eggleston  
Public Works Director  
City of Valley Center, Kansas



## **6. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on August 29<sup>th</sup>, 2022, at 11:00 AM at Valley Center City Hall in the Council Chambers, 121 S. Meridian, Valley Center, KS to review requirements and answer questions contained in the proposal package. Attendance is not required but recommended for firms submitting proposals.

No persons other than those noted above, including elected official or professional advisers, should be contacted during the solicitation process unless you are specifically directed to do so. The City reserves the right to reject the proposal of any respondent failing to comply with this provision. The risk of receipt of misinformation that could result from a respondent contacting any unauthorized person will be borne solely by such respondent. All questions received, and their answers, will be provided in writing to each institution known to be in receipt of this request for proposals in accordance with the calendar stated.

## **7. Proposal Information**

Your response to the RFP should address the following items:

1. **Site & Construction Services:** Provide a summary of your businesses approach to this project including site preparation and construction services.
2. **Organizational Capacity:** Provide brief descriptions, including alternate approaches to the repair, of the principal personnel who would work with the City and describe their responsibilities for this project.
3. **Bonding:** *Proof of current bonding capacity sufficient to complete the project.*
4. **Pricing:** Provide a total estimated price for the requested services, including, materials, site preparation, construction, clean-up, etc. Fees will be negotiated upon firm selection. Explicitly note any items that are on a reimbursement basis.
5. **Potential Conflicts of Interest:** Indicate if there is any litigation or regulatory action or any current or historical engagement or relationship with any public or private party that could potentially create a conflict of interest with the City or that would adversely affect your firm's ability to participate in this project.

No allowances for cost adjustments will be made if a Bidder fails to adequately examine the project sites before submitting a bid.

## **Selection Process**

An evaluation panel consisting of representatives from the City will review the proposals upon receipt. The proposal submitted will be the primary document on which each respondent will be evaluated. Proposals will be evaluated by the panel considering the factors, which are listed below, and which are listed in no order of significance:

1. Narrative demonstrating an understanding of the project
2. Work plan
3. Qualifications and experience of proposer
4. Staff and organization
5. Conformance with this RFP

The City reserves the right to select or reject any or all proposals submitted, to waive any formal proposal requirements, to investigate the qualifications and experience of any Respondent, to reject any provisions in any proposal, to obtain new proposals, to negotiate the requested services and contract terms with any Respondent, or to proceed to do the work otherwise.

The City reserves the right to retain all proposals and information submitted and to use in the project any idea or concept contained in any submitted information, regardless of whether that firm is selected. Submittal of a proposal indicates acceptance by the Respondent of all these terms and conditions.

## **8. PROCUREMENT PROCESS**

The City expects to carry out the Project procurement process in accordance with the following Procurement Schedule. This schedule remains subject to adjustment by the City through the issuance of Addenda or through a separate written notice to Proposers.

<b>EVENT</b>	<b>PROJECTED DATE</b>
RFP reviewed by City Council	August 16 <sup>th</sup> , 2022
RFP released to Firms	August 17 <sup>th</sup> , 2022
RFP Pre-Proposal Conference	August 29 <sup>th</sup> , 2022
Proposals Due (By 12:00 PM CDT)	September 16 <sup>th</sup> , 2022
RFP Review Committee	Week of September 19 <sup>th</sup> , 2022
Top Firms Interview w/City Council	October 4 <sup>th</sup> , 2022
Firm Selection	October 18 <sup>th</sup> , 2022
Draft Contracts Submitted to City	Week of October 31 <sup>st</sup> , 2022
Firm Contract to City Council	November 15 <sup>th</sup> , 2022
Notice to Proceed Issued to Firm	To Be Scheduled

**Send Proposals to:**

Proposals must be submitted marked “**CITY OF VALLEY CENTER WATER TREATMENT PLANT RFP**” with five (5) hard copies and 1 digital copy of your proposal package to:

Kristi Carrithers  
City Clerk  
City of Valley Center, Kansas  
P.O. Box 188 – 121 S. Meridian  
Valley Center, Kansas 67147

**Proposals must be received by September 16<sup>th</sup>, 2022, AT 12:00PM CDT.** There will not be a public opening of proposals.