

CITY OF SHELTON, WASHINGTON  
Department of Public Works

Request for Proposals  
Due January 17, 2019 by 2:00pm

**2019 Sewer Comprehensive Plan Update**

The City of Shelton, Washington is accepting proposals from qualified engineering consulting firms to prepare an **update to the City's Sewer Comprehensive Plan**. These services are intended to complement and augment capabilities that are otherwise unavailable to the City.

The following subjects are discussed in this Request for Proposals to assist proposal preparation.

- I. Background
- II. Scope of Services
- III. Required Insurance
- IV. Proposal Format and Content
- V. Evaluation Criteria and Selection Process
- VI. Submittal

**I. Background:**

In order to provide timely and efficient engineering planning for City of Shelton projects, City staff needs to be periodically augmented. The City needs specialized expertise in engineering planning, as described below in Section II, Scope of Services, not to exceed \$200,000.

**II. Scope of Services:**

Consultant shall provide an update to the Sewer System Comprehensive Plan, approvable by the Department of Ecology (DOE) in compliance with WAC 173-240. Up to fifteen (15) hard copies and electronic copies (PDF and Word document) of the final draft will be provided to the City for use and for final approval by DOE. This contract is expected to encompass the period February 2019 through December 2019.

The City will be conducting sewer flow monitoring from December 2018 through March 2019. Data from the flow monitoring will be provided to the awarded firm to assist in preparation of the Sewer Comprehensive Plan update.

The scope will also include support at up to 4 Community Open House Meeting and/or Council meetings.

**III. Required Insurance:**

**Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

#### **A. Insurance Term**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### **B. No Limitation**

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

#### **C. Minimum Scope of Insurance**

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

#### **D. Minimum Amounts of Insurance**

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**E. Other Insurance Provision**

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

**F. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**G. Verification of Coverage**

The Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**H. Notice of Cancellation**

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

**I. Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

**IV. Proposal Format and Content:**

In submitting a proposal, each consultant acknowledges that the City shall not be liable to any person for any costs incurred therewith or in connection with costs incurred by any proposer in anticipation of Council action approving or disapproving any proposed agreement. The City may accept or reject any proposal or proposed agreement without limitation. Nothing in the Request for Proposal or in subsequent negotiations creates any vested rights in any person.

Proposals which do not address the items listed in this section will be considered incomplete and may be deemed non-responsive by the City.

- A. A one-page Letter of Transmittal
- B. Narrative

1. (maximum 3 pages) Brief resumes of the “Principal-in Charge” and the key technical personnel to be assigned to this project. Discuss the experience of these persons and relate that experience to this project. Include what portion of this contract would be assigned to each person.
2. (maximum 5 pages) A description of the proposed strategy to complete the scope of work identified in this RFP and a preliminary timeline showing critical points (review or decision).

#### C. References

Provide names and telephone numbers of at least three references willing to attest to your firm’s ability to complete this project on time and within budget.

#### D. Confirmation of Business Organization

On the last page of the proposal, the proposer shall identify the business organization under which it operates (form provided in RFP). Partnerships and joint ventures will list each member’s name, address, business license, tax ID, telephone and fax numbers on a separate sheet of paper attached to the proposal.

### V. Evaluation Criteria and Selection Process

The basis of award will be to the respondent receiving the most points based on the following criteria:

- 1) Qualifications of the consultant and firm. (MAXIMUM 25 POINTS AVAILABLE)
- 2) Past experience of the firm. (MAXIMUM 15 POINTS AVAILABLE)
- 3) Capability of Consulting Team to complete the scope identified in this RFP. (MAXIMUM 25 POINTS AVAILABLE)
- 4) Demonstrated understanding of the project and all major issues. (MAXIMUM 20 POINTS AVAILABLE)
- 5) References. (MAXIMUM 15 POINTS AVAILABLE)

The City of Shelton hereby notifies that it will affirmatively insure that in any agreement entered into pursuant to this invitation, minority business enterprises 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, sex, religion, or national origin in consideration for an award.

The City of Shelton is an Equal Opportunity Employer and does not discriminate against any person, firm partnership, or organization as it pertains to race, color, religion, sex, age, national origin, marital status, sexual orientation, medical condition, physical handicap or disability. Any person, firm, partnership, or organization contracting with or doing business with the City shall be in conformity with the City’s policy on non-discrimination.

### VI. Submittal

**Three (3) copies of the proposals are due to the City of Shelton, Washington, Department of Public Works Office prior to 2:00 p.m. on January 17, 2019.** Proposals may be hand-delivered, mailed, or delivered by courier; faxed or emailed submittals will not be accepted and will be deemed non-responsive.

Submittal Address: City of Shelton  
Attention: Brooke Kilts  
525 West Cota Street  
Shelton, WA 98584

All proposals should be clearly marked on the outside of the envelope: “**2019 Sewer Comprehensive Plan Update.**” It is highly preferred that proposals are submitted on 100% post consumer content recycled paper. All copies should be duplex printed, and not use plastic or non-recyclable covers or bindings. The City may consider proposals that do not address the items listed in this section as non-responsive.

Inquiries regarding this RFP can be emailed to Brooke Kilts, Public Works Administrative Manager, at [brooke.kilts@sheltonwa.gov](mailto:brooke.kilts@sheltonwa.gov). **Response to inquiries cannot be guaranteed unless received in writing prior to 2:00pm on January 15, 2019.** If an addendum is issued, it will be posted to the “Current Projects and Bid Opportunities” page, located at: [http://www.sheltonwa.gov/business\\_development/rfp\\_and\\_bid\\_opportunities.php](http://www.sheltonwa.gov/business_development/rfp_and_bid_opportunities.php) and will outline all questions and their associated answers, that were received prior to the inquiry deadline.

Before receiving an award, the successful proposer will be required to provide the City of Shelton copies of their current State of Washington and City of Shelton business licenses and Certificates of Insurance.

A committee of individuals to be selected by the City of Shelton, Public Works Department, will perform evaluation of the proposals. The proposals will be scored and ranked based on the selection committee’s evaluation. In the event of close scoring, a shortlist interview may be performed. The firm with the highest cumulative score will be invited to enter into contract negotiations. If an agreement cannot be reached, the second highest proposer may be contacted for negotiations. The City reserves the right to award the contract to the highest ranked firm without further discussions. The City reserves the right to reject all proposals received.

PROPOSAL

CITY OF SHELTON, WASHINGTON  
2019 Sewer Comprehensive Plan Update

Identification of Business Organization:

The proposer, by checking the applicable box, represents that it operates as:

- a corporation incorporated under the laws of the State of Washington
- an individual doing business as \_\_\_\_\_
- a partnership (identify all partners on a separate page, attached)
- a joint venture (identify all joint ventures on a separate page, attached)
- other (please specify)\_\_\_\_\_

\_\_\_\_\_  
Proposer or Company Name

\_\_\_\_\_  
City of Shelton Business License #

\_\_\_\_\_  
Address of Proposer

\_\_\_\_\_  
Tax ID #

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Signature Name and Title (print)