



**REQUEST FOR PROPOSALS  
FOR  
SEATTLE BLVD AND CEDAR LANE  
WATER MAIN REPLACEMENT  
PERMITTING, DESIGN, AND CONSTRUCTION  
SERVICES**

**Issued: January 23, 2023**

Proposals must be received at the address below by **11:00 a.m.** on  
February 28, 2023

City of Pacific  
Public Works Department  
100 3<sup>rd</sup> Avenue S.E.  
Pacific, WA 98047

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**CITY OF PACIFIC**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**SEATTLE BLVD AND CEDAR LANE WATER MAIN REPLACEMENT**  
**ENVIRONMENTAL PERMITTING, DESIGN, AND CONSTRUCTION SERVICES**

**I. INTRODUCTION**

The City of Pacific is located approximately 27 miles southeast of Seattle along State Route 167 near the King / Pierce County line. The city is approximately 2.4 square miles in size with a population of approximately 7,200. The city water system lies in a relatively flat river valley with an elevation averaging from 60 to 80 feet above mean sea level. The water system facilities consist of three wells, a 750,000 gallon reservoir, booster pump station, and approximately twenty miles of distribution main. These physical assets are used to serve approximately 1,540 residential services, 109 multi-family accounts (serving approximately 835 units), and 175 commercial accounts including a motel, one elementary school, and several construction and transportation related businesses based on 2016 data.

**The City of Pacific (“City”) is seeking statements for qualifications (RFQ) from firms to provide environmental permitting, design, and construction management for the replacement of the 6” Seattle Blvd. and 4” Cedar Lane Water Mains.**

**II. BACKGROUND**

Approximately twenty-five percent of the water distribution system is constructed of A/C water mains. Some of the mains are experiencing more breaks and others are undersized. The city has selected two areas to replace water mains.

Address all questions regarding the existing system to the Public Works Lead:

Bill Brookhart  
(253) 929-1164

**III. DESCRIPTION OF SERVICES**

**Task 1: Project Management**

The Consultant shall provide the following services:

- Communicate with City staff and Council, as required.
- Manage and coordinate the Consultant team.
- Manage the work in-progress, schedule, and budget.
- Provide monthly invoices and progress reports in a format approved by the City of Pacific.
- Attend a kickoff meeting with the City of Pacific.

Deliverables:

- Monthly invoices and progress reports for the duration of the project.

**Task 2: 30% Design**

The Consultant shall meet with City engineering and maintenance staff members to gather information and input for developing the preliminary drawings. The preliminary drawings shall identify utility conflicts and show required utility relocations. The Consultant shall review available existing geotechnical reports and shall conduct supplemental geotechnical investigations at the site of the proposed water mains, as necessary, to determine soils conditions for the design of the proposed improvements.

The preliminary drawings shall depict:

- Preliminary site plan.
- Components of the replacement water mains and its appurtenances.
- Required utility relocations.

The Consultant shall prepare a preliminary cost estimate for construction.

Deliverables:

- Technical Information Report
- 30% design plans and cost estimate

**Task 3: 60% Design and Environmental Permitting**

The Consultant shall address comments from the City on the 30% design and prepare 60% design plans suitable for submittal to the permitting agencies. Consultant shall also prepare draft technical specifications and updated construction cost estimate.

The Consultant shall confirm all required regulatory permit applications, prepare the applications, and make submittals to the appropriate agencies. A partial list of anticipated permits include:

- Pre-Application Meeting through City of Pacific
- Right-of-Way Permit through City of Pacific
- Construction Stormwater General Permit through the Department of Ecology

Deliverables:

- 60% design plans
- Preliminary specifications
- Revised engineer's cost estimate
- Permit submittals

#### **Task 4: Final Design and Construction Documents**

The Consultant shall address comments from the City and permitting agencies on the 60% design and prepare final design plans, technical specifications and engineers cost estimate. The Consultant shall provide 90% level design plans and technical specifications for the City's review and approval. The Consultant shall address comments from the City and permitting agencies on the 90% design and prepare final design plans, technical specifications and engineers cost estimate. The final detailed project plans, and technical specifications shall be sufficient for construction bidding purposes and shall reflect all regulatory requirements.

Project Specifications shall be prepared using the WSDOT Standard Specifications format. Consultant shall prepare all technical specification sections. The City will provide the standard boilerplate bidding and contract documents and the general conditions (work hours, project duration, liquidated damages, truck routes, etc.).

Project drawings shall be prepared using the standard 22" x 34" City drawing sheet size and layout.

The civil engineering plan set shall include, but not be limited to, the following:

- Title sheet and construction notes
- Existing conditions topographic survey plan with construction control points clearly identified
- Temporary Erosion and Sedimentation Control Plan with BMPs
- Demolition plan (including provisions for protecting nearby existing structures, roadways and embankments, etc.)
- Typical sections and construction details
- Stormwater Pollution Prevention Plan
- Construction schedule requirements
- Contractor submittal requirements
- Roadway and sidewalk reconstruction, as required
- Site restoration plan

#### Deliverables

The Consultant shall provide one set of 90% and final project drawings and specifications and digital files of all documents to the City. City will, at its own expense, reproduce enough copies of these documents for construction bidding purposes, as required.

#### **IV. SUBMITTAL REQUIREMENTS.**

The City recognizes that a multi-disciplined project team may be required to successfully execute this project. The city intends to use the RFP process to select a single firm or partnership of firms determined most qualified to permit and design the City's Water Main Replacements.

A. Submittals must contain no more than 20 pages, double sided, including resumes and project descriptions.

The Submittal shall consist of the following parts:

- 1) Letter of Interest. The Letter of Interest shall contain the following information:
  - a) RFP Title;
  - b) Consultant's name, mailing address, contact person, telephone number; and
  - c) Complete list of proposed sub-consultants.
- 2) Proposal. The submittal shall include:
  - a) General statement of the understanding of the scope of services.
  - b) An organization chart for the project team including proposed sub-consultants.
  - c) The project team's experience in the assessment, design and permitting of water main replacements.
  - d) A proposed task list and level of effort (estimated hours) for each task.
  - e) Approach to communicating with the City, and residents and businesses throughout the process.
  - f) One electronic copy of two recent projects of similar requirements with a copy of project budgets. Include relevant project report, final plans, engineers cost estimate and bid tabulation.

The submittal shall be presented in a clear, comprehensive and concise manner and shall be submitted in a complete package by the prime Consultant.

1) Firm (team) Experience:

Project Team:

List each member of the proposed Project Team along with their:

- (a) Firm affiliation
- (b) Area of specialty
- (c) Office location
- (d) Total years of experience
- (e) Years with current firm
- (f) Specific involvement/role in projects used as references

One member of the Project Team must be assigned as the Project Manager that will act as the primary client contact and who shall be involved in day to day management of the Project. All resumes shall be included and limited to a maximum of two pages per team member.

- B. Submit three (3) hard copies and one (1) electronic copy with the two project samples of similar scope and contracted budget sheet by 11:00 a.m. on February 28, 2023 to:

City of Pacific - Department of Public Works  
100 3rd Avenue SE  
Pacific, WA 98047  
Attn: Mark Newman, Interim Public Works Director

#### **IV. EVALUATION AND SELECTION CRITERIA.**

The City plans to select a consultant to perform the work described in the RFP to the consultant whose submittal is most advantageous to the City with factors including, but not limited to: the City's evaluation of the consultant's final product in similar utility infrastructure permitting and designs, previous client's satisfaction with the final product, proposed timeliness of delivery of the final product, general understanding of the City's needs, as expressed in the consultant's written response to this RFP, reference calls and/or recommendations, and any additional criteria deemed appropriate by the City which would lend itself to establishing the consultant's ability to perform the work as outlined in this RFP.

**Attachment A**  
Water Main Replacement Project Locations

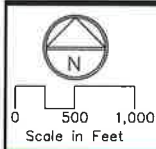
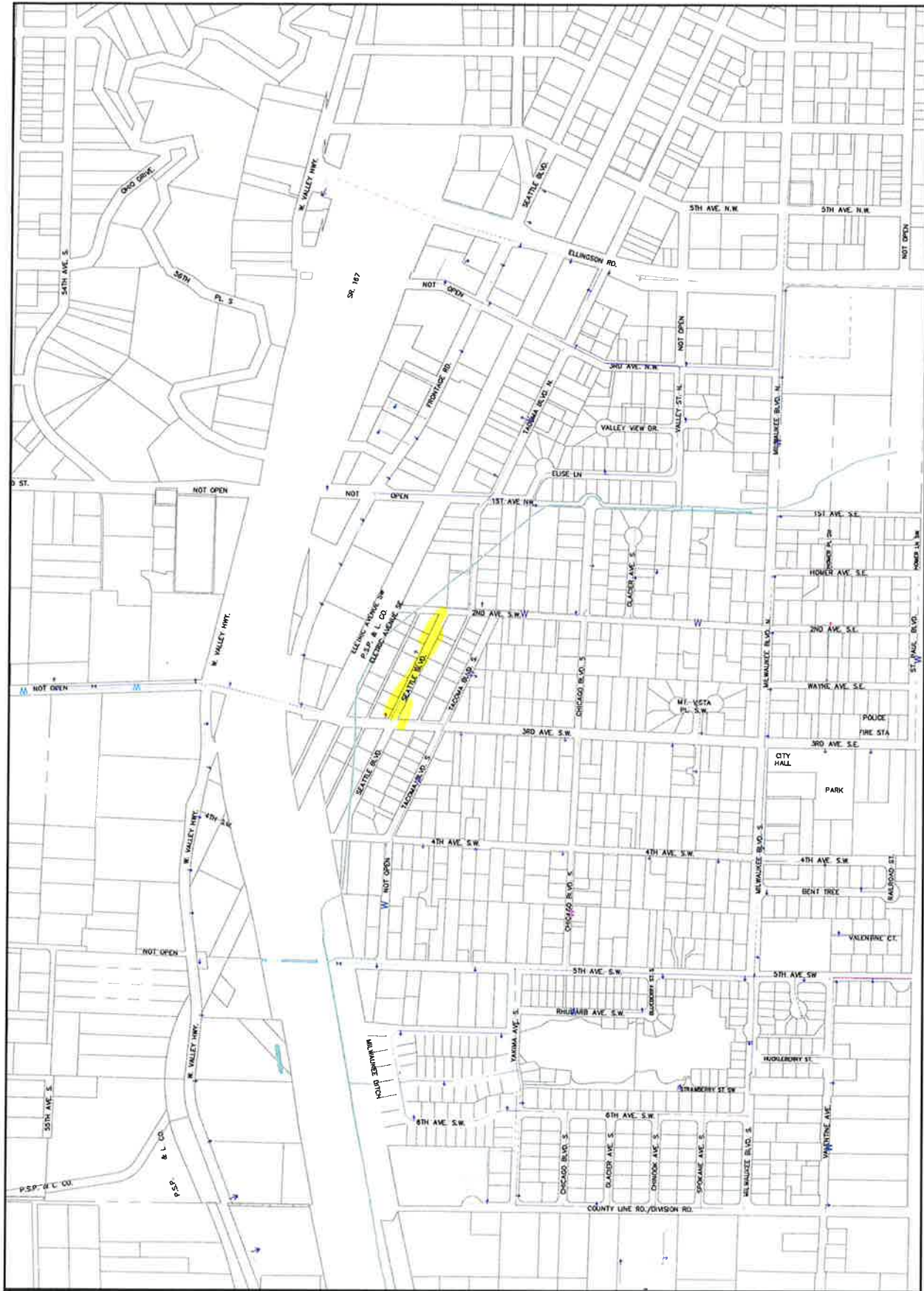
**4" diameter replacement at Cedar Lane**





**6" diameter replacement at Seattle Boulevard**

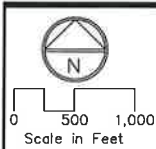
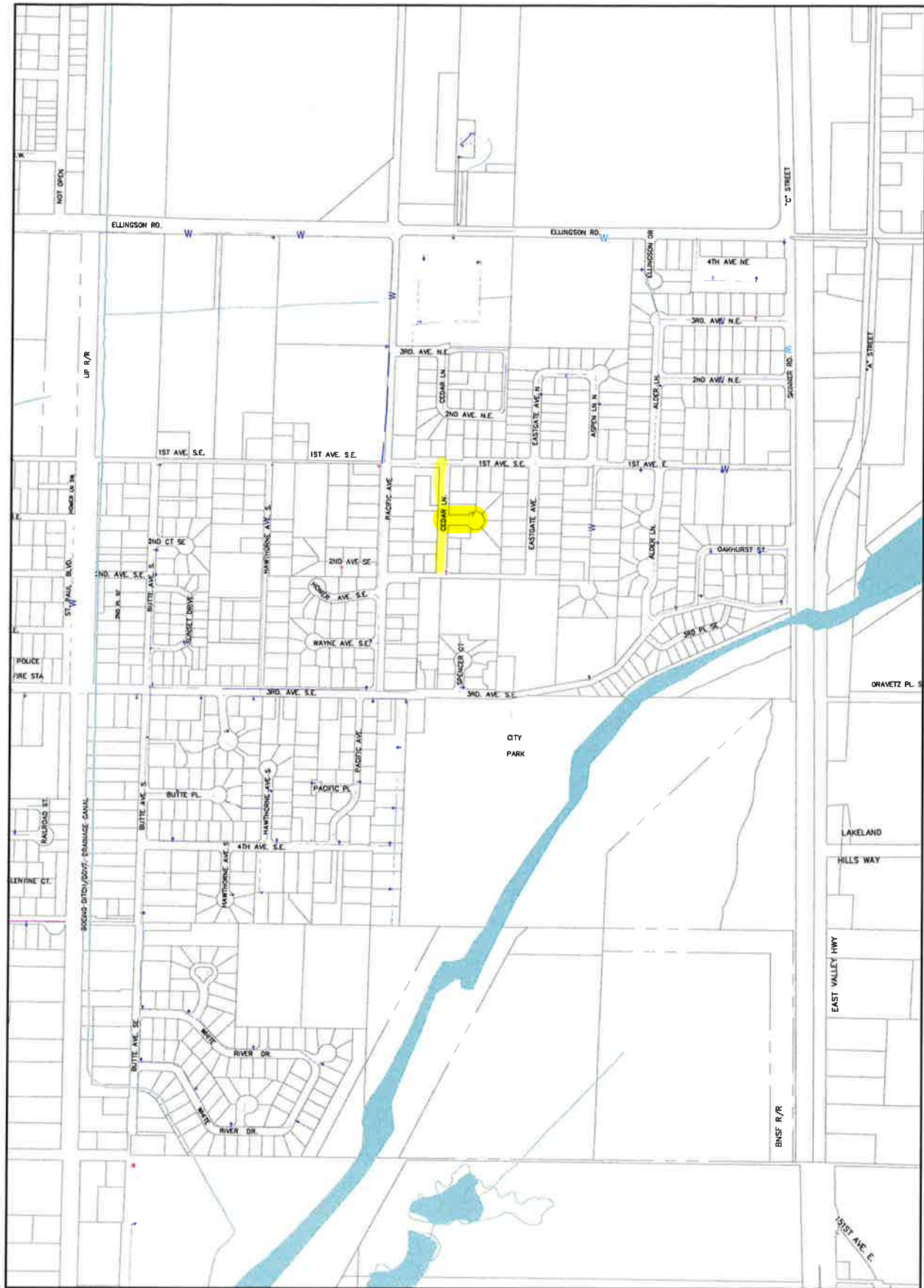




LEGEND

	4" Water
	6" Water
	8" Water
	10" Water
	12" Water
	16" Water

Figure 3.1A: City of Pacific  
Existing Water System  
Network - Northwest



**LEGEND**

	4" Water
	6" Water
	8" Water
	10" Water
	12" Water
	16" Water

Figure 3.1B: City of Pacific Existing Water System Network - Northeast

**CITY OF PACIFIC  
AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is entered into by and between the City of Pacific, Washington, a municipal corporation (“City”), and \_\_\_\_\_, (“Consultant”), whose principal office is located at \_\_\_\_\_.

**WHEREAS**, the City has determined the need to have certain services performed for its citizens requiring specific expertise, to wit: budget and finance services as generally provided by the City’s finance director, and

**WHEREAS**, the City desires to have the Consultant perform such services pursuant to certain terms and conditions,

**NOW THEREFORE**, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

**1. Scope and Schedule of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit “A” of this Agreement. In performing such services, the Consultant shall at all times comply with all Federal, State, and local laws and regulations applicable to the performance of such services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

**2. Compensation and Method of Payment.** The City shall pay Consultant hourly (to be billed in one tenth increments) at the rates set out on the Exhibit “A”, with the total amount billed for the duration of the Agreement not to exceed \$ \_\_\_\_\_. The Consultant shall request payment for work performed using the billing invoice form at Exhibit “C.” The Consultant shall complete and return to the City Exhibit “B,” federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

**3. Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon mutual execution of this Agreement, and ending \_\_\_\_\_, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this agreement in each and all of its provisions in which performance is required.

**4. Ownership and Use of Documents; Records Preservation.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant and submitted to the City in connection with the services provided to the City, shall be the property of the City, whether the project for which they were created is executed or not.

Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant’s work for the City are considered “public records” and are subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW (“the Act”). Consultant agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City

Consultant Services Agreement for  
\_\_\_\_\_

by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

**5. Independent Consultant.** The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, sub consultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

**6. Indemnification.**

A. Consultant shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts, errors or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. 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 City, 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.

C. 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.

D. The provisions of this section shall survive the expiration or termination of this Agreement.

**7. Insurance.** The Consultant shall procure and maintain for the duration of this 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.

A. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
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.

B. Minimum Amounts of Insurance. 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.

C. Other Insurance Provision. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by mail has been given to the City.

D. Verification of Coverage. The Consultant shall furnish the City with original certificates for all policies and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement for Automobile Liability and Commercial General Liability, evidencing the insurance requirements of the Consultant before commencement of the work.

## **8. Record Keeping and Reporting.**

A. The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain other such records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after the termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

**9. Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement.

**10. Termination.** This Agreement may at any time be terminated by the City giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than thirty (30) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

**11. Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

**12. Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

**13. Conflict of Interest.** The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

**14. Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

**15. Employment of State Retirees.** The City is a “DRS-covered employer” which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Contractor’s employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Contractor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Contractor shall determine whether any of its employees providing services to the City or any of the Contractor’s owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Contractor. Contractor shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys’ fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Contractor’s failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

**16. Non-appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provisions are effectuated.

**17. Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

**18. Notices.** Notices to the City of Pacific shall be sent to the following address:

Mark Newman, Interim Public Works Director  
City of Pacific  
100 3<sup>rd</sup> Avenue SE  
Pacific, Washington 98047

Notices to the Consultant shall be sent to the following address:

[CONTACT INFO]

**19. Applicable Law; Venue; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit, which shall be fixed by the judge hearing



the case, and such fee shall be included in the judgment.

**20. Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

**CONSULTANT:** \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF PACIFIC:**

BY: \_\_\_\_\_

Leanne Guier, Mayor

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_

Laurie Cassell, City Clerk

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_

Charlotte A. Archer, City Attorney

**Exhibit A**  
**Scope of Work**