



REQUEST FOR PROPOSAL

Endangered Species Act, Migratory Bird Treaty Act and Bald & Golden Eagle Protection Act Conformance/Compliance

Proposals are Due by 4:30 PM, Monday, October 31, 2022.

The Lakewood Water (District) is seeking proposals from qualified consultants to provide professional assessments and documentation of conformance and compliance with the Endangered Species Act (ESA), the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (B&GEPA).

The RFP can be found on the District's website: <https://www.lakewoodwater.org/rfps>

Background

The District is implementing a comprehensive program to mitigate for PFAS contamination in numerous District wells. Part of that program is to drill two new wells at their Lake Avenue and Scotts wellfield sites. These new wells (K-3 at Lake Avenue and G-4 at Scotts) will be drilled into much deeper uncontaminated aquifers to provide new water supply to replace supplies that have been lost due to PFAS contamination.

The District has secured funding through a Congressionally Directed Spending (CDS) appropriation that is administered by Region 10 of the Environmental Protection Agency (EPA). EPA has designated this funding program as Community Grants. The Community Grants program requires that grant recipients (in this case the District) document conformance and compliance with numerous "cross-cutting" environmental statutes, including the aforementioned 3 statutes.

The District's expectation is that the work products completed under the terms of this RFP will result in an ESA No-Effect Letter and documentation that the projects will either not result in or will avoid a "take" under the provisions of both the MBTA and the B&GEPA.

Proposal Requirements

A pre-proposal meeting will be held at the project sites on **Thursday, October 6, 2022.**; Interested firms will rendezvous at the District Office at 11900 Gravelly Lake Drive S.W. Lakewood, WA 98499 at **10:30 AM**. From there participants will caravan to each site. It is highly recommended, but not mandatory, that interested parties attend the pre-proposal meeting.

Proposals shall include the following information:

Project approach	Describe each task and project team member(s) responsible for task; describe approach and identify issues to be resolved
Relevant project experience	Examples of similar projects (no more than five) with client contact and phone number for each project).
Project team	Each team member's directly relevant qualifications and experience
Project schedule	Provide a milestone level schedule
References	Provide 3 references (with contact information and phone numbers) for projects similar to this project
Project Level of Effort	Provide rate sheet and an estimate of hours required for each task described in the Project Approach

There is no page limit for this proposal, but conciseness, clarity and plain language will be scored higher than proposals that are verbose, long-winded and filled with bewildering language. Use standard 8-1/2 x 11 pages that are numbered. Proposals that are structured in a format that mimics the sequence listed in the previous table will also be scored higher.

Proposal Submittal Requirements

All proposals must be received by the District by **4:30 PM, Monday, October 31, 2022**

- Electronic submission (in pdf format only) of the proposal is permitted.
- If submitting electronically email the proposal to: mmeyer@lakewoodwater.org
- If submitting hard copies, 4 complete copies must be delivered by the mandatory deadline to:

Marshall Meyer, Engineering Manager
Lakewood Water District
11900 Gravelly Lake Drive S.W.
Lakewood, WA 98499

Questions

For information or questions about this RFP, contact Gene Peterson, Managing Director Peterson Resources, gene@petersonresources.com or 425-296-8770.

Consultant Evaluation and Selection Process

This selection process is structured to comply with [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#). These Best Practices impose several requirements on the District as a Community Grant recipient. Among those requirements is the requirement to conduct a cost or price analysis. Thus, the request for an estimate of the level of effort for this project. However, the District does not intend or expect to select a consultant based on price, but rather will select what (in the sole opinion of the District) is the best firm to complete the required work.

EPA Best Practices also encourage strong consideration of Disadvantaged Business Enterprises (DBE) for Community Grant projects. Accordingly, the District will award DBE proposers additional consideration in the evaluation process.

District staff and team will evaluate each consultants' proposals based on the following criteria:

1. Project approach appropriateness, thoroughness, and clarity	Up to	60 points
2. Proposer's experience and qualifications	Up to	20 points
3. Proposed project schedule	Up to	20 points
3. Quality of Proposer's references	Up to	15 points
4. Level of Effort proposed	Up to	10 points
5. DBE, WBE, MBE Status	Up to	5 points

After the proposals have been evaluated, the District intends to enter into contract negotiations with the highest-ranking firm. The District reserves the right to conduct interviews with top ranked firms.

All firms submitting proposals will be notified in writing by November 9, 2022, as to their status in the selection process. District staff will recommend selection of the most highly qualified consultant to the District's Board of Commissioners. The final selection will be made by the Commissioners.

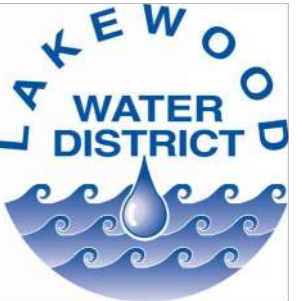
The District's standard contract for consulting services (attached) will be used in negotiations with the selected firm. However, certain terms and/or conditions of the District's standard contract may be revised if required by EPA. If the District and the selected firm are unable to agree on the terms and conditions of the contract, the District will terminate negotiations and the next best qualified firm will be contacted for contract negotiation.

The District may waive any informalities or irregularities in the proposal and reserves the right to accept, reject, or negotiate any or all proposals, including the right to award the contract in whole or in part if it is deemed in the District's best interests. The District shall not be liable for any cost incurred by consultants in responding to this RFP.

Attachments

Site/Vicinity Maps

District Standard Agreement for Consulting Services



11900 Gravelly Lake Dr SW
Lakewood, WA 98499
253-588-4423

**Lakewood Water
District
Facility Map
Book**

Facility Name:
Lake Ave Well Site

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1 inch equals 83 feet

8/25/2022



11900 Gravelly Lake Dr SW
Lakewood, WA 98499
253-588-4423

**Lakewood Water
District
Facility Map
Book**

Facility Name:
Scotts Well and
Treatment Site

Copyright hereinafter 2019. Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NCS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Map Contributors, King County, WA State Parks GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies and HERE, NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

1 inch equals 125

8/25/2022



ARCHITECT/ENGINEER/CONSULTANT SERVICES CONTRACT

THIS CONTRACT for CONSULTANT services is between Lakewood Water District ("District") and _____ ("CONSULTANT"), a division of Municipal Code Corporation.

Scope of CONSULTANT Services. CONSULTANT will provide services under the terms of this contract for the following project: LWD Website Redesign, Hosting, and Support

The scope of services is more fully described on Exhibit A.

Compensation and Payment.

a. District will pay CONSULTANT for the services as indicated below (check one):
 a fixed fee, including all services, costs, and taxes, in the amount of \$_____; or

the time and materials devoted to the project based on the rates described on Exhibit A; or

other; see Exhibit B.

b. CONSULTANT shall submit a detailed monthly billing for all services in a format reasonably satisfactory to the District. The District shall pay the invoices within sixty (60) days of receipt, except as to any disputed amounts.

Schedule of Work. CONSULTANT shall commence work upon receipt of notice from the District to do so, and shall (check one):

conclude the work on or by **DATE**; or

_____ perform the work in accordance with the schedule on Exhibit C.

Subcontractors. CONSULTANT shall not subcontract or assign any portion of the work covered by this contract without prior written approval of the District.

Changes. The District may, from time to time, require changes or modifications in the scope of work to be performed under this contract. The compensation for the changes or modifications, whether a decrease or increase, shall be in the same terms as stated previously in this contract, or in a manner mutually agreed to by the parties.

Insurance. CONSULTANT will maintain throughout the performance of this Contract the following types and amounts of insurance:

- a. Comprehensive vehicle liability insurance covering personal injury and property damage claims arising from the use of motor vehicles with combined single limits of One Million Dollars (\$1,000,000).
- b. Commercial General Liability Insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and
- c. Professional liability insurance (Errors and Omissions insurance) with limits no less than One Million Dollars (\$1,000,000).

The insurance policies shall: (1) state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) be primary to any insurance maintained by the District, except as respects losses attributable to the sole negligence of the District; and (3) shall state that the District will be given 30 days' prior written notice of any cancellation, suspension, or material change in coverage.

The District shall be named as an additional insured on the Commercial General Liability Insurance policy with regard to work and services performed by

or on behalf of CONSULTANT, and a copy of the endorsement naming the District as an additional insured shall be attached to the Certificate of Insurance.

Before commencing work and services, CONSULTANT shall provide to the District a Certificate of Insurance evidencing the insurance described above. The District reserves the right to request and receive relevant portions of all required insurance policies.

The above insurance limits do not constitute a limit on CONSULTANT's liability to the District. Any payment of deductible or self-insured retention shall be the sole responsibility of CONSULTANT.

Indemnification. CONSULTANT shall defend, indemnify and hold harmless the District, its officers, employees, agents and volunteers, from and against all claims, injuries, damages, liabilities, losses, or suits, including attorneys' fees and costs, arising out of or in connection with the performance under this Contract, except for injuries or damages caused by the sole negligence of the District. For the purposes of this indemnification, CONSULTANT specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this contract is subject to RCW 4.24.115, CONSULTANT's obligation to defend, indemnify, and hold harmless the District, its officers, employees, agents, and volunteers, shall be limited to the extent of CONSULTANT's negligence. The provisions of this section shall survive the expiration or termination of this contract.

CONSULTANT Work Product. All documents, drawings, specifications, and other materials originally produced by CONSULTANT in connection with the services rendered under this contract shall be the property of the District. District agrees to use the documents, drawings, specifications, and other materials provided by CONSULTANT only for the purpose for which the work was performed.

Termination. This contract may be terminated by either party upon fifteen (15) days written notice if the other party fails to substantially perform in accordance with the contract.

Dispute Resolution.

Mediation. If any dispute, controversy, or claim arises out of or relates to this contract, the parties agree first to try to settle the dispute by non-binding mediation with the assistance of a recognized professional mediation service. The parties shall bear equally all expenses, exclusive of attorneys' fees, associated with the mediation.

Litigation. Thereafter, any dispute, controversy, or claim not resolved by mediation shall be resolved by litigation with venue in the county in which the District's home office is located. The laws of the State of Washington shall govern this contract.

12. Effective Date. The effective date of this contract shall be the date that the contract is signed by an authorized representative of the District.

LAKEWOOD WATER DISTRICT
(DISTRICT)

(CONSULTANT)

By: _____
Typed Name: Randall M. Black
Its: General Manager

By: _____
Typed Name:
Its:

Address:
11900 Gravelly Lake Drive SW
Lakewood, WA 98499

Address:

Telephone: 253-588-4223
Fax: 253-588-7150
Email: rblack@lakewoodwater.org

Telephone:
Fax:
Email:

Date: _____

Date: _____