The City of Shelton, Washington is accepting submittals from qualified vendors to provide Landfill Remediation and Environmental Consultant Services related to the City property known as the “C Street Landfill.”

The following subjects are discussed in this Request for Qualifications to assist submittal preparation.

I. Introduction and Project Overview
II. Background
III. Scope of Services
IV. Minimum Qualifications
V. Required Insurance
VI. Submittal Format and Content
VII. Evaluation Criteria and Selection Process
VIII. Submittal

I. INTRODUCTION AND PROJECT OVERVIEW

The City of Shelton is seeking qualified individuals and firms to provide consultant services for landfill compliance, closure, and remediation (hereinafter referred to as "the Projects") under the State Model Toxics Control Act (MTCA). The consultant is needed to assist the City in developing a Remedial Investigation and Feasibility Study (RI/FS) for the landfill, pursuant to an Agreed Order with the State Department of Ecology (DOE).

The Agreement will be in effect for three years with two optional one year extensions. Consultant(s) is responsible for viewing and being willing to accept the terms and conditions in the Sample Agreement (attached); noting that the final Agreement will be substantially the same as the Sample Agreement.

II. BACKGROUND

From the 1920s to 1974, the former City of Shelton C Street Landfill (Landfill) was used by the City of Shelton as a municipal garbage dump. Dumping activities continued to occur on the Landfill property after closure of the Landfill to municipal waste in 1975, and included dumping, road sweepings, and pruning debris by City crews, as well as sludge deposition as described below.

Beginning in the late 1920s, the City used the property as a municipal garbage dump, and during this time, it was common practice to occasionally burn piles of accumulated trash. During the 1950s, the City of Shelton constructed and used a small incinerator on the property, and deposited ash into the pit area. In the mid to late 1960s, the incinerator was demolished (with the exception of the concrete foundation) and open burning occurred in the pit area. In addition,
from 1951 to 1981, the landfill was used for dumping of sludge from the Pine Street wastewater treatment plant and the wastewater treatment plant on Fairmount Avenue.

Beginning in 1931, the Landfill was the recipient of by-products from the former Rayonier pulp mill in Shelton. In 1934, this disposal by Rayonier, Inc. ceased. Beginning in 1931 and through 1974, the landfill also received solid waste from the Rayonier Research Laboratory, as well as demolition debris from decommissioning of the Rayonier pulp mill. The Port of Shelton also operated an Imhoff tank (a chamber used for the reception and processing of sewage) and used the site to deposit sludge over the same time period. In 1979, the City constructed a new wastewater treatment plant on Fairmount Avenue. This plant included a secondary treatment process which caused increased volumes of sludge. From July 1979 to November 1981, sludge from the new plant was disposed of at the Landfill site. Sludge material deposited on the Landfill property also included baghouse (an air pollution control device) residues from the Simpson Timber Company Plant, which were slurried for discharge to the new wastewater treatment plant.

In December 1981, the City of Shelton began hauling sludge to the Mason County Landfill and intended to cover the sludge deposition area in the C Street Landfill by 1982.

The City has begun working with DOE on remediation of the landfill under MTCA. In January 2015, the City admitted its status as a Potentially Liable Person (PLP). The next step is to conduct a kick-off meeting with DOE, which will likely occur in February or March 2015, and negotiate an agreed order with DOE governing development of the remedial investigation/feasibility study (RI/FS).

III. SCOPE OF WORK

The activities listed in the scope of work below are the general work anticipated based on the historical environmental data obtained to date, remediation plans, and the project goal. Detailed work elements are to be submitted with the RFQ response. Respondents are free to add line item work elements as necessary to clearly define their submittal.

Scope of Work includes, but is not limited to, the following:

- Work with the City and DOE to develop an RI/FS that defines the extent and magnitude of contamination at the C Street landfill, evaluate potential impacts on human health and the environment, and identify potential cleanup technologies.
- Collect, develop, and evaluate sufficient information regarding the site to select a cleanup action.
- Conduct necessary “scoping” of the site to enable DOE to develop a preliminary evaluation.
- Perform sufficient site investigations to characterize the distribution of hazardous substances present at the site and assess the threat to human health and the environment. Site investigations must at a minimum assess surface water and sediments, soils, geology and groundwater systems, hazardous substance sources, air quality, and any other relevant factors.
• Produce a RI/FS Report that complies with state law and DOE requirements.
• Produce reports for discrete elements of the RI/FS as required by DOE.
• Identify clean-up levels for each hazardous substance at the site.
• Develop clean-up action alternatives that comply with MTCA standards, including at least one permanent alternative.
• Maintain a flexible and streamlined process to avoid the collection and evaluation of unnecessary information.

IV. MINIMUM QUALIFICATIONS

The City has established minimum qualifications that must be met in order to be considered under this RFQ. Any individual or entity that does not demonstrate the minimum qualifications in its response will not be considered for final interviews or contract award. A candidate may propose to hire specific subcontractors with expertise needed to meet the minimum qualifications. The City reserves the right to approve all sub-consultants.

The minimum qualifications are:

• Recent experience in evaluating, developing, and managing remediation plans for landfills.
• Proven MTCA expertise.
• Experience working with the DOE on RI/FS.
• Proven ability to conduct necessary field work and generate reports required under MTCA.

V. REQUIRED INSURANCE

A. Worker’s Compensation insurance in accordance with the statutory coverages required by the State of Washington and Employers Liability insurance with limits not less than $1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the work.

B. Commercial General Liability with limits not less than $1,000,000 per Occurrence and $2,000,000 Aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability.

C. Commercial Automobile Liability on all owned, non-owned, hired and rented vehicles with limits of liability of not less than $1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.
D. Umbrella/Excess Liability insurance coverage of not less than $1,000,000 per occurrence and annual aggregate providing coverage in excess of General Liability, Auto Liability, and Employers Liability.

E. Professional Liability insurance with limits of not less than $1,000,000 per claim and $1,000,000 aggregate, subject to a maximum deductible $10,000 per claim. The City of Shelton has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.

Each policy of insurance required by this section shall provide for no less than 30-days advance notice to the City of Shelton prior to cancellation.

In addition, the City, its officers, employees, and volunteers shall be named as “Additional Insureds” by all contractors and subcontractors and a “Waiver of Subrogation” shall be included in favor of the City.

The insurance shall be placed with insurers with a Best’s rating of at least VII. Certificates of insurance, including all of these requirements, are required prior to signature of the contract.

VI. SUBMITTAL FORMAT AND CONTENT

In responding to this RFQ, 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 City Commission action approving or disapproving any proposed agreement. The City may accept or reject any submittal or proposed agreement without limitation. Nothing in the Request for Qualifications or in subsequent negotiations creates any vested rights in any person.

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

A. Letter of Transmittal

B. Detailed quote of services and associated fees including the following (Please provide the listed information in the following sequence):

1. Firm name, address and phone number;
2. Type of organization (sole-proprietorship, partnership, or corporation);
3. Firm principals who will be responsible for the project, and their educational background, credentials and experience;
4. Key personnel who will work on the project with their educational background, credentials and experience on comparable projects;
5. List of current staff, including job classification;
6. Firm qualifications;
7. Firm organization chart;
8. List current projects or commitments for similar services in your office;
C. List in reverse chronological order for the last four years your firm’s MTCA-related projects, completed or in progress.

Indicate for each of these projects:
   a). Name of project
   b). Project location(s)
   c). Brief description
   d). Name of client
   e). Name of client contact person and telephone number
   f). Your firm’s specific involvement
   g). Status of completion

D. List the name and phone number of at least four additional client references;

E. A fee schedule for your firm and any proposed sub-consultants.

F. Confirmation of Business Organization. On the last page of the proposal, the consultant shall identify the business organization under which it operates (form provided in RFQ). 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 submittal.

G. List any sub-contractors you want to include to complete your roster of services. Describe what services each would provide. Provide the information in Section VII.B above about each, including present or past.

VII. EVALUATION CRITERIA AND SELECTION PROCESS

The award will be made to the respondent who is most qualified to fulfill the required services, as determined by the City of Shelton. Scoring and contracting evaluation of the statements will be performed by a committee of individuals to be selected by the City of Shelton, Department of Public Works. The submissions will be scored and ranked based on the selection committee’s evaluation. In the event of close scoring, a shortlist interview may be performed. Interviews, if necessary, are tentatively scheduled for the week of March 29, 2015. All selected firms will be contacted with specific information as to location and time of the interviews. The Committee will address the following criteria in its evaluation of the RFQs.

   A. Educational background of the consultant’s key individuals
   B. Experience with environmental consulting related to MTCA compliance
   C. Quality of past performance for the City or similar agencies
   D. Qualifications of individual(s) within the consultant’s organization, directly responsible for the work.
   E. Adequacy of staff to perform the work within the time allowed
F. Demonstrated ability to make effective public presentations
G. Demonstrated ability to work effectively with City staff, DOE, and related parties
H. New or innovative ideas presented knowledge of local conditions, where appropriate
I. Knowledge of local conditions, where appropriate
J. Demonstrated ability to keep costs within project budget and estimates

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.

**VIII. SUBMITTAL**

Three (3) copies of the complete submittal are due to the City of Shelton, Washington, Department of Public Works Office prior to 2:00 p.m. on Thursday, March 26, 2015. Submittals may be hand-delivered, mailed, or delivered by courier. Facsimiles and emailed submittals WILL NOT be accepted, and considered non-responsive to this RFQ. Submissions including less than the requested number of copies will be deemed non-responsive and ineligible for further consideration during the selection process.

Submittal Address: City of Shelton
525 West Cota Street
Attention: Public Works Department

Additional Contact Information (for inquiries only, submittals WILL NOT be accepted via email):

(360) 432-5130
publicworks@ci.shelton.wa.us

All submittals should be clearly marked on the outside of the envelope: “C Street Landfill Remediation Project.” It is highly preferred that submittals are 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 submittals that do not address the items listed in this section as non-responsive.

Inquiries regarding the RFQ can be directed to the Public Works Department, at the address and phone number, or by email noted above. *Response to inquiries cannot be guaranteed unless received in writing prior to 5:00 p.m., Monday, March 23, 2015.* An addendum will be posted to the “Current Project Bidding”, located at: [http://www.ci.shelton.wa.us/public_works/public_works_bidding](http://www.ci.shelton.wa.us/public_works/public_works_bidding) -- and will outline all questions and their associated answers, received prior to the inquiry deadline. Before receiving an award, the successful consultant 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.
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)
CONTRACT FOR SERVICES

City of Shelton and CONSULTANT NAME

This Agreement is entered into by and between the City of Shelton, Washington, ("the City") and CONSULTANT NAME, ("the Consultant"), whose principal office is located at PRIMARY MAILING ADDRESS.

WHEREAS, the City has determined the need to have environmental consultant services performed for the C Street Landfill Remediation Project; and

WHEREAS, the City desires to have the Consultant perform such services pursuant to the following terms and conditions; NOW, THEREFORE,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform environmental consulting services as described on Exhibit “A” attached hereto and incorporated herein by this reference as if fully set forth in this contract. In performing such services, the Consultant shall at all times comply with all federal, state, and local laws applicable to the performance of such services and the handling of any funds used in connection therewith.

2. **Compensation and Method of Payment.** The City shall pay the Consultant for services rendered within thirty (30) days of receipt of an approvable invoice as well as the form set forth in Exhibit “B” attached hereto and incorporated herein by this reference.

   The Consultant shall provide services for this project at a cost not to exceed $000.00.

   The Consultant shall complete and return Exhibit “C”, Tax Identification Number, to the City prior to or along with the first billing voucher submittal. The Consultant is required to have a City Business license and no payment will be made until one is obtained.

3. **Provisions for Changes in Scope of Consultant Services.** The Consultant agrees to perform those services which are described in Exhibit “A” attached hereto. Unless modified in writing and agreed to by both parties, the duties of the Consultant shall not be construed to exceed those services. The City and the Consultant agree that if additional duties are to be performed by the Consultant in the prosecution of this work, the Consultant shall submit an additional or supplemental work program and upon the City’s approval, shall be compensated.
on the same terms of this contract as previously stated, or in a manner mutually agreed upon by both parties.

4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing on the date of the last signature affixed hereto and ending **DATE**, unless sooner terminated under the provisions hereinafter specified.

5. **Ownership and Use of Documents.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The City shall hold the Consultant harmless for the City’s use of the documents, drawings, specifications, and other materials outside of the project intended.

6. **Independent Contractor.** The Consultant and the City agree that the Consultant is an Independent Contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither the Consultant nor any employee of the 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 paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

In accordance with Shelton Municipal Code, for the privilege of accepting or executing a contract with the City of Shelton, irrespective of whether goods or services are delivered within or outside the city, or whether the person’s office is within or outside the city, the consultant is subject to the licensing requirements and business and occupation tax levied in SMC Chapters 5.04.030 and 3.52.060.

7. **Indemnification/Hold Harmless.** Consultant shall defend, indemnify and hold the City and 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 City.

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. 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.

8. **Insurance.**
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.

**No Limitation**
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 City’s recourse to any remedy available at law or in equity.

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 contractors and personal injury and advertising injury. The City shall be named as an 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 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 City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor’s insurance and shall not contribute with it.

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

E. **Verification of Coverage**
Consultant shall furnish the City 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.

F. **Notice of Cancellation**
The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. **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 City 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 City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

9. **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 such other 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. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.
10. **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 as allowed by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Consultant.

11. **Termination.** This Agreement may at any time be terminated for any reason by the City upon giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately. Consultant will be paid for satisfactory work performed through the date of termination.

12. **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, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

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

14. **Entire Agreement.** This Agreement and Exhibits A, B, & C contain the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes, which are mutually agreed upon and signed by each parties authorized signatory, shall be incorporated by written amendments to this Agreement.

15. **Notices.** The designated project representative for the City of Shelton is:

   NAME  
   TITLE  
   City of Shelton  
   525 West Cota Street  
   Shelton, Washington 98584  
   Phone number: (360) 432-XXXX  
   Email: xxxxxx@ci.shelton.wa.us

   Notices to the City shall be sent to the address noted above.
Notices to the Consultant shall be sent to the following address:

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>CONSULTANT NAME</th>
<th>MAILING ADDRESS</th>
<th>CITY, STATE, ZIP CODE</th>
<th>Phone number: (XXX)XXX-XXXX</th>
<th>Email: EMAIL ADDRESS</th>
</tr>
</thead>
</table>

16. **Applicable Law; Venue; Attorneys’ 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 is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Mason County, Washington. The prevailing party in any such action shall be entitled to its attorneys’ fees and costs of suit.

17. **Representation of Consultant.** 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, it will disclose such conflict to the City. At the discretion of the City, the City may direct the Consultant to refrain from entering into a contract with representatives of the conflicting project.

18. **Invoice and Activity Report.** The Consultant shall provide an activity report with each invoice highlighting services provided during the billing period, upcoming activities, and emerging management issues.

**CONTRACT SIGNATURES**

DATED this ________________ day of ________________, 20__

CITY OF SHELTON          CONSULTANT NAME

By:______________________________ By:______________________________

Signature

Gary H. Cronce, Mayor

Printed Name and Title:

Attest/Authenticated:

City Clerk (or witness to signature)
EXHIBIT B

City of Shelton
Billing Voucher

To: City of Shelton
525 West Cota
Shelton, Washington  98584
Phone: (360) 426-9731
FAX: (360) 426-7746

Submittal No.:__________

Consultant: ________________________________ Telephone: (     ) ______________
Mailing Address: _______________________________________________________________
Project Title: __________________________________________________________________
Contract Period: ______________________ Reporting Period: __________________________
Amount requested this invoice: $________________

Invoice Number: ______________ Date of Invoice: ______________ (Attach Invoice)

Authorized Signature
____________________________________________________________________________

BUDGET SUMMARY

Total contract amount  $____________________
Previous payments  $____________________
Current request  $____________________
Total requested this contract to date  $____________________
Balance remaining  $____________________

Note: If applicable, submit a separate voucher for each project, which is funded by your City of Shelton contract.

For Department Use Only

________________________________ Date: __________________________
Director of Public Works
In order for you to receive reimbursement from the City of Shelton, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business.

Please complete the following information request form and return it to the City of Shelton before or along the submittal of the first billing voucher.

Please check the appropriate category:

- ___ Corporation  
- ___ Partnership  
- ___ Government Agency  
- ___ Individual/Proprietor  
- ___ Other (please explain)

Tax Identification #: ______________________
Social Security #: _______________________

Print Name:_______________________________________________________
Print Title:________________________________________________________
Business Name: ____________________________________________________
Business Address:__________________________________________________
Business Phone: ____________________________________
Business e-mail:___________________________________________________

Authorized Signature (required)   Date