

## **NOTICE**

The Valley Regional Fire Authority (VRFA) is requesting Statements of Qualifications (SOQ) from qualified individuals and/or firms to complete a Phase I Environmental Site Assessment of a 2.046-acre parcel in Pacific, WA for development of a fire station, as well as for future construction projects related to recommendations found in the VRFA's 2021-2027 Capital Facilities Plan (CFP).

Any contract awarded pursuant to this Request for Qualifications shall not be construed as requiring the VRFA to contract with the selected firm after the expiration of the above work.

This RFQ may also be found at [www.vrfa.org](http://www.vrfa.org).

## **SUBMISSION OF SOQ**

To receive consideration, responses must be submitted in accordance with the following instructions:

1. All submittals may be delivered in-person or electronically to:

Valley Regional Fire Authority  
Attention: Deputy Chief Tim Day  
1101 D Street NE  
Auburn, WA 98002

Or

[tim.day@vrfa.org](mailto:tim.day@vrfa.org)

2. If in person, submit three (3) copies of responses by 4:00 p.m. on Thursday, December 15, 2022.
3. Additional information may be found in Section IV, Instructions, below.

December 7, 2022

Tim Day, Deputy Fire Chief

[tim.day@vrfa.org](mailto:tim.day@vrfa.org)

**Valley Regional Fire Authority**  
**Request for Qualifications for Phase 1 Environmental Site Assessment**  
**December 2022**

**I. PURPOSE OF REQUEST**

1. The Valley Regional Fire Authority (VRFA) is conducting a feasibility study of a 2.046-acre site in Pacific, WA for development of a fire station.
2. The VRFA is requesting a Statement of Qualifications (SOQ) from qualified firms to assist with a Phase 1 Environmental Site Assessment of this location.
3. The prevailing firm will need to complete an initial study on these parcels prior to the end of January 2023.
4. Additional future work is also anticipated.

**II. SCOPE OF WORK**

1. Conduction of a Phase 1 Environmental Site Assessment (ESA) on a 2.046-acre site in Pacific, WA prior to February 15, 2023. This scope includes, but is not limited to, the following components listed below:
  - a. Perform a records review to obtain and review records that will help identify recognized environmental conditions in connection with the property; including but not limited to federal, tribal, state, and local government records.
  - b. Perform a records review of historical property use information (topographic maps, aerial photographs, fire insurance maps, existing reports, etc.)
  - c. Perform onsite reconnaissance of the property to obtain information indicating the likelihood of identifying recognized environmental conditions in connection with the property.
  - d. Perform interviews including, but not limited to, owners, occupants, and government officials to obtain information indicating recognized environmental conditions in connection with the property.
  - e. Prepare and present evaluations and reports to the VRFA. Evaluations and reports are to include finding, opinions, conclusions, components, and recommendations.
  - f. The identification of recognized environmental conditions constituted by the presence or likely presences of any hazardous substances on the property on into the soil, groundwater, or surface water of the property.
  - g. Provide expert witness services relating to the Phase 1 ESA, if necessary.
  - h. Advise if the Phase 1 ESA triggers a Phase 2 ESA.
2. Based on completion of item 1 above, provide, as necessary, cost estimate and scope for additional services as required.
3. Assist in future similar feasibility studies and construction projects related to VRFA's CFP.

**III. TIME SCHEDULE**

- |                                  |                   |
|----------------------------------|-------------------|
| 1. Issue RFQ                     | December 7, 2022  |
| 2. Deadline for submittal of SOQ | December 15, 2022 |
| 3. Notification of award         | December 21, 2022 |
| 4. Completion of initial ESA     | February 15, 2023 |

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**IV. INSTRUCTIONS**

If in person, three (3) copies of the SOQ must be received by 4:00 p.m. on Thursday, December 15, 2022. It is the responsibility of the submitting firm to ensure that the SOQ arrives on time and to the correct location. Any SOQ received after the scheduled deadline will be returned to the firm unopened.

The format of the SOQ shall be at your discretion. However, it shall be limited to twenty (20) total pages in length with page sizes not exceeding 8.5" x 11". A cover letter, title page, and table of contents will count against this maximum size requirement. At a minimum, the SOQ should include the following:

1. The name of your firm, principal shareholders, partners, or members; the period of time your firm has been operating and offering relevant services.
2. A description of your firm's knowledge and expertise in the specific discipline
  - a.
3. At least three references, including entity name, contact person, and telephone number.
4. A fee schedule with generalized overall costs.

**V. EVALUATION CRITERIA**

1. The following non-exclusive list of criteria may be used to evaluate applicants:
  - a. Demonstrated experience and expertise in public sector public works projects.
  - b. Previous experience with the planning department of King County.
  - c. Previous experience with King County regulations related to site development, wetlands, and development engineering.
  - d. Previous overall experience of the firm.
  - e. References.
  - f. Demonstrated ability to meet the requirements outlined in Section II above.
2. The VRFA may elect to interview firms as part of the SOQ evaluation process. However, the selection may occur based solely on the submitted SOQ.

**VI. EVALUATION COMMITTEE**

An Evaluation Committee consisting of VRFA staff and/or consultants will evaluate proposals.

**VII. TERMS AND CONDITIONS**

1. The VRFA will engage in a qualifications-based selection process when selecting a firm, including evaluating the firm's qualifications, abilities, past performance, and the ability to perform the necessary work on-time and on-budget.
2. The VRFA reserves the right to request clarification of information submitted, and to request additional information from any architect including, but not limited to, interviewing candidate firms.

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3. The VRFA reserves the right to reject any and all submissions, and to waive irregularities and informalities in the submittal and evaluation process.
4. This RFQ does not obligate the VRFA to pay any costs incurred by respondents in the preparation and submission of qualifications.
5. The RFQ does not obligate the VRFA to accept or contract for expressed or implied services.
6. The VRFA reserves the right to retain the services of the next-most qualified firm if the successful firm is unable or unwilling to provide services, for any reason, when requested by the VRFA.
7. This project will begin as soon as an agreement can be finalized between the submitting firm and the VRFA. Any agreement must be in a form acceptable to the VRFA. In negotiating such an agreement, the VRFA shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature thereof.

**VIII. ADDITIONAL INFORMATION**

1. The VRFA intends to award a three-year contract with an option to renew for an additional three years, while reserving its right to terminate the contract at an earlier time as set forth in the agreed-upon contract.
2. Equal Opportunity Employer. The VRFA is an Equal Opportunity Employer. The successful firm must also comply with Washington State equal opportunity requirements.
3. The VRFA has established a plan to ensure that minority and women-owned firms and veteran-owned firms are afforded the maximum practicable opportunity to compete for and obtain public contracts for services.
4. Insurance. The selected firm shall maintain insurance in accordance with the requirements outlined in Appendix A.
5. Non-endorsement. If selected, the firm may not refer to the VRFA in any literature, promotional material, brochure, sales presentation, or the like without the express written consent of the VRFA.
6. Non-collusion. Submittal and signature of a statement of qualifications swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the firm has not induced or solicited other to submit a sham offer or refrain from proposing.
7. Compliance with laws and regulations. The firm that is retained to provide services to the VRFA under this RFQ shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of all work performed. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

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APPENDIX A

## **INSURANCE REQUIREMENTS**

### **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.

However, 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:

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1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at 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 endorsement form 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 \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 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.

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**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 Agreement 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 Agreement 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.

**J. Public Entity Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the Public Entity evidence limits of liability lower than those maintained by the Consultant.