



# REQUEST FOR PROPOSAL 2022-147

## Kitsap County Public Works Department, Sewer Utility Division For Pump Control Cabinet Relocation

**POSTING DATE: FRIDAY NOVEMBER 11<sup>th</sup>.**

**RESPONSE DEADLINE: WEDNESDAY DECEMBER 7<sup>th</sup>, 2022 @ 3:00 P.M.**

**MANDATORY PRE-PROPOSAL SITE VISIT: THURSDAY, NOVEMBER 17<sup>th</sup> at**

**1 PM or TUESDAY, NOVEMBER 22<sup>nd</sup>, 2022, at 1 PM.**

### PROJECT DESCRIPTION

Kitsap County Public Works Sewer Utility (KCSU) is soliciting competitive proposals to provide services for the relocation of the In-Plant Pump Station Control Cabinet in operation at the Central Kitsap Treatment Plant located at 12351 Brownsville Highway NE, Poulsbo, Washington.

### BACKGROUND

KCSU operates the publicly owned Central Wastewater Treatment Plant (CKTP). The original plant was constructed in 1977 and has undergone several upgrades and expansions in 1998, 2011 and 2018. The In-Plant Pump Station consists of two 20-hp submerged centrifugal pumps in a wet well that collects sanitary sewage and other process overflows. The pump station is releasing hydrogen sulfide gases that is accelerating the corrosion of electrical components in the control cabinet located at ground level adjacent to the wet well. The rapidly deteriorating condition of this equipment makes this work a high priority.

### SCOPE OF WORK

Evaluate current control cabinet hardware and relocate the In-Plant Pump Station Control Cabinet to a location determined by KCSU staff. Submission of design. Replace power and control hardware with like-kind components.

#### 1. General Requirements

- 1.1. Attend a mandatory pre-proposal site visit at the CKTP as noted in the announcement.
- 1.2. Provide a baseline project schedule no later than 2-weeks after notice to proceed.
- 1.3. Coordinate with County Staff for all access to equipment including evaluation of existing components, temporary shutdowns/bypasses, control of hazardous energy, relocation/installation of equipment, testing and startup of new equipment.
- 1.4. All electrical equipment and materials, and the design, construction, installation, and application thereof shall comply with all applicable provisions of the National Electrical Code (NEC), the Occupational Safety and Health Act (OSHA), and any applicable Federal, State, and local ordinances, rules and regulations.
- 1.5. All materials and equipment shall, within the scope of UL Examination Services, be approved by the Underwriter's Laboratories for the purpose for which they are used and shall bear the UL label.
- 1.6. All control panels shall bear a label by UL or by a Washington State Department of Labor and Industries approved testing agency for the suitability of the assembled panel.

1.7. Provide all as-constructed drawings no later than 45-days after completion of the project.

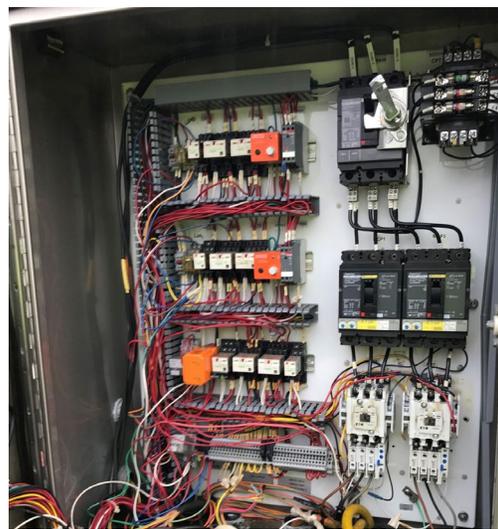
## 2. Project Requirements

- 2.1. Evaluate current power and control components. Document current start, run and stop controls including alarms and remote monitoring. Field evaluation and documentation to be in presence of County Representative.
- 2.2. Fabricate a new pump station control cabinet shall be located inside the existing CKTP Blower Building Electrical Room (BLDG 106) located approximately 50-feet from the existing control cabinet
- 2.3. Relocate pump power and control wiring from the existing to the new control cabinet. Relocation includes all required conduit, wire, concrete or siding coring, trenching, and backfill to complete the work.
- 2.4. Pump electrical power is typical of a 480-volt submerged motor circuit with associated control wiring. (Figure 1 and 2 shows the front control panel and internal components of the existing control cabinet for reference.)
- 2.5. Fabricate new pump control cabinet to duplicate current wet well level control strategy.
  - 2.5.1. Current control strategy consists of two pumps in lead/lag configuration with across the-line starters.
  - 2.5.2. Wet well level is maintained with pump start/stop cycles initiated by float controls.
  - 2.5.3. Lead/lag configuration also includes automatic alternation of lead pump.
  - 2.5.4. Remote SCADA monitoring includes, but is not limited to; pump status, pump alarms, wet well low-level alarm, and wet well high-level alarm.
  - 2.5.5. PLC shall be an Allen Bradley CompactLogix.
  - 2.5.6. Control cabinet fabrication and system integration shall be performed by Quality Controls - Lynnwood, Washington or Technical Systems, Inc. - Lynnwood, Washington. Other alternate companies, not listed, are not acceptable.
- 2.6. Provide for each pump a local power disconnect switch within line of site to the wet well. Switches shall be heavy duty type, quick-make and quick-break, horsepower rated and of suitable capacity for load served, have blades as required to open all ungrounded conductors and shall be single throw. Enclosures shall be with NEMA 4X 316 stainless steel.
- 2.7. Provide an air-gapped 316 stainless steel junction box at the wet well structure
- 2.8. The County has provided Pump Station Electrical Record Drawings, Control Panel Record Drawings, as appendix 1 and 2 respectively in this request document.

*Figure 1 – Pump Station Front Control Panel*



*Figure 2 – Internal View of Control Cabinet*



## QUESTIONS

Questions regarding this solicitation may be submitted by e-mail no later than **3 p.m. on Friday December 2<sup>nd</sup>, 2022.**

Chris Sheridan, Sewer Utility Operations Manager  
Kitsap County Public Works, Sewer Utility Division  
[csheridan@kitsap.gov](mailto:csheridan@kitsap.gov)

Responses to all questions received via email will be published as an Addendum to this Request for Proposal and forwarded to all bidders.

Failure to request clarification of any inadequacy, omission, or conflict will not relieve the vendor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested vendor to assure that they received responses to questions if any are issued.

## PROPOSAL REQUIREMENTS

Written proposals must be limited to 15 pages front and back. Submitted proposals should include the following information:

- Letter of Interest
- Coversheet containing pertinent contact information
- Statement of qualifications showing the Proposer's experience providing similar services
- An itemized project preliminary budget.
- A preliminary project schedule describing significant tasks and sequence of work.
- References and current contact information for at least three (3) customers of similar size and scope to this work.
- Copy of Proposer's current Certificate of Liability Insurance showing evidence of proper insurance, including required levels as shown in Exhibit B: Sample Contract
- Copy of the Proposer's current Washington State business license
- Any additional information the Proposer feels addresses the selection criteria

## NOTICE TO CONTRACTORS

All work shall be in accordance with the above specifications and other contract documents as administered by Kitsap County Public Works. Contractors for this project must comply with all applicable government and local agency requirements, including the Washington State Prevailing Wage Rate Law (Chapter 296-127 WAC).

Proposer must be a licensed business and submit a copy of their valid Washington State business license and a copy of their current Certificate of Liability Insurance.

## PREVAILING WAGE

Workers of all contractors, subcontractors and lower tier subcontractors on all County public work projects, as defined by RCW 39.040.010, shall be paid the "prevailing rate of wage" including "usual benefits" in kind and not by a cash payment in lieu of such usual benefits, as those terms defined by Chapter 39.12 RCW.

It is understood that the successful Contractor is responsible for obtaining and completing

all required government forms and submitting them to the proper authorities.

### **SELECTION CRITERIA:**

The Kitsap County Wastewater Division will evaluate all proposals based on the following criteria.

1. Quality of references
2. Experience performing similar work
3. Preliminary cost
4. Description of tasks and sequence of work
5. Availability

### **PROPOSAL SUBMITTAL**

Five (5) copies of the proposal must be submitted with the Request for Proposal (RFP) Number, the date and time of the response deadline and the name and address of the respondent clearly stated on the outside of the envelope.

Proposals for additional Kitsap County open bid opportunities must be submitted separately. Proposals received after the specified date and time will automatically be rejected and will not receive any further consideration. Postmarked, faxed or e-mailed proposals will not be accepted.

Please submit by mail to:

Glenn S McNeill, Buyer  
Kitsap County Purchasing Office  
614 Division Street, MS-21  
Port Orchard, WA 98366

**OR**

Hand deliver to:

Glenn S McNeill, Buyer  
Kitsap County Administration Building  
Purchasing Office – Fourth Floor  
619 Division Street  
Port Orchard, WA 98366

**Proposals must be received by 3:00 pm on Wednesday December 7th, 2022**

All costs for proposal preparation and negotiation incurred by the Proposer, whether or not they lead to execution of a contract and agreement with Kitsap County, must be borne entirely and exclusively by the Proposer.

The County reserves the right to obtain clarification of any point in a vendor's proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a vendor to respond to such a request for additional information or clarification may result in rejection of the vendor's proposal.

Kitsap County reserves the following rights for acceptance, modification, and/or rejection of submitted proposals such as:

1. Rejection of any or all proposals.
2. Rejection of any proposal not in compliance with proposal requirements.
3. Providing of addenda, amendments, supplementary material or other modifications to the proposal specifications.
4. Cancellation of this Request for Proposals without issuance of another Request for Proposals.
5. Issuance of subsequent requests for new proposals.
6. Request for submission of further information by the proposer in order to complete evaluation by Kitsap County.
7. Determination to select one or more proposers for attempted negotiation of a final contract(s). Decisions made by Kitsap County will be final.

**CAPITAL PROJECTS CONTRACT AGREEMENT  
KITSAP COUNTY CONTRACT #KC-  
SAMPLE CONTRACT**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 between KITSAP COUNTY, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter called the Contracting Agency, and \_\_\_\_\_ a general Contractor licensed in the State of Washington, with its principal offices located at \_\_\_\_\_, hereinafter the Contractor.

**WITNESSETH:**

WHEREAS, the Contracting Agency desires to construct the \_\_\_\_\_ and \_\_\_\_\_

WHEREAS, the Contractor has been selected by competitive bid as the responsible bidder with the lowest responsive bid as is required by Chapter 39.04 RCW.

NOW THEREFORE, the Contracting Agency and Contractor mutually agree as follows:

**1. CONTRACT DOCUMENTS**

The Agreement between the parties is expressed in the Contract Documents, which include the Invitation to Bid; the accepted Bid Proposal; the Bid Guaranty Bond; the Subcontractor's List; the Bidder Information; the Non-Collusion Affidavit; the Performance and Payment Bond; the Bid Addenda; the Special Provisions; the CSI Specifications and Appendices; the Project Drawings; the Standard Specifications and Standard Plans; the Project Permits; and this Agreement.

**2. DESCRIPTION OF THE WORK**

This contract provides for the construction of approximately 5 miles of sanitary sewer force main construction, individual pump station connections, Pump Station 17 and 24 improvements and miscellaneous site restoration in accordance with the Contract Documents entitled "Bangor-Keyport Force Main Replacement." Contractor agrees to furnish all material, labor, carriage, tools, equipment, apparatus, facilities and anything else necessary to complete the work in a professional and workmanlike manner.

The Contractor shall complete its Work in a timely manner and in general accordance with the agreed schedule submitted by the Contractor and approved by the Contracting Agency.

**3. CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a representative. Each party may change its representative upon providing written notice to the other party. These representatives will be:

CONTRACTING AGENCY:

Name of Representative:

Title:

Construction Manager

Mailing Address:

614 Division Street MS #27

City, State, and Zip Code:

Port Orchard, WA 98366

Telephone Number:

Email Address:

**CONTRACTOR:**

Name of Representative:

Title:

Mailing Address:

City, State, and Zip Code:

Telephone Number:

Email Address:

All instructions, modifications, and changes to the Contract shall be conveyed to the Contractor through the Contracting Agency's Representative. Any work executed upon the direction of any person or entity other than the Contracting Agency's Representative may be considered defective and will be performed without reimbursement for said work to the Contractor. The Contracting Agency's Representative shall have the authority to reject any and all nonconforming or defective work under the Project Documents.

**4. CONTRACT AMOUNT**

The Contracting Agency hereby agrees to pay the Contractor according to the Contractor's Bid in the amount of \$ \_\_\_\_\_ (including accepted alternates and Washington State Sales Tax (WSST)), at the time and manner and upon the conditions provided for in this Contract.

**5. CONTRACT TIME**

Time is of the essence in the performance of this Contract. The Contractor agrees to work promptly and fully complete the work within the limits as described in the Contract Documents. Failure to complete the work within the allowed time limit as described in Section 1-08.5 of the Special Provisions will subject the Contractor to the payment of liquidated damages as described in Section 1-08.9 of the Standard Specifications and the Special Provisions.

**6. PREVAILING WAGES**

Contractor shall be responsible for complying with the prevailing wage requirements associated with RCW Chapter 39.12 and WAC 296-127 as further described in Section 1-07.9 of the Standard Specifications and the Special Provisions.

**7. PERFORMANCE AND PAYMENT BOND**

Contractor agrees to provide a Performance and payment Bond as described in Section 1-03.4 of the Standard Specifications as amended by the Special Provisions.

**8. HOLD HARMLESS AND INDEMNIFICATION**

The Contractor shall hold harmless, indemnify and defend the Contracting Agency, Engineer, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of the services rendered under this contract by the Contractor, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable. Provided however, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Contracting Agency, its officers, officials, employees or agents. Provided further, that in the event of the concurrent negligence of the parties, the Contractor's obligations hereunder shall apply only to the percentage of fault attributable to the Contractor, its employees, agents, or subcontractors.

In any and all claims against the Contracting Agency, Engineer, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly

employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing Work hereunder.

The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

#### **9. INSURANCE**

Contractor agrees to comply with the insurance requirements described in Section 1-07.18 of the Special provisions.

#### **10. TERMINATION**

This contract may be terminated by the officials or agents of the County authorized to contract for or supervise the execution of such work in accordance with Section 1-08.10 of the Standard Specifications as amended by the Special Provisions.

#### **11. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance or waiver of any provisions of this Contract does not constitute a waiver of such provisions for future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

#### **12. INDEPENDENT CONTRACTOR**

The Contractor shall perform this Contract as an Independent Contractor and not as an agent, employee or servant of the Contracting Agency. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. Contractor shall comply with all laws regarding workers' compensation.

The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract. Furthermore, the Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Contracting Agency, unless otherwise directed by the terms of this Contract.

The Contractor agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the Contracting Agency's Representative or designee.

#### **13. NONDISCRIMINATION**

The Contractor, its assignees, delegates, or subcontractors in the performance of this Contract shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other

circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88 354 and Americans with Disabilities Act of 1990.

**14. CHOICE OF LAW, JURISDICTION AND VENUE**

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provisions thereof shall be instituted as provided for in RCW 36.01.050. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Washington, both as to interpretation and performance.

**15. SUCCESSORS AND ASSIGNS**

The Contracting Agency, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other Party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants of this Contract.

**16. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

- a. The CONTRACTOR shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**17. SEVERABILITY**

If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If it should appear that any provision of this Contract is in conflict with any statutory provision of the United States or the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**18. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**19. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 3. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

**20. MODIFICATION**

All amendments or modifications shall be in writing, signed by both parties, and attached to this Contract.

**21. COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

**22. COMPLIANCE WITH PUBLIC RECORDS ACT**

Contractor acknowledges that the County is subject to the Public Records Act, chapter 42.56 RCW ("PRA"). All records owned, used, or retained by the County are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the County or Contractor. Contractor shall cooperate with the County so County may comply with all of its obligations under the Act. Contractor shall promptly provide County with all records relating to this Agreement requested by County for purposes of complying with the PRA. In addition to its other indemnification and defense obligations under this Agreement, Contractor shall indemnify and defend the County from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Contractor to comply with this subsection. This subsection shall survive expiration or termination of the Agreement.

This Contract shall take effect this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CONTRACTOR:

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

Firm \_\_\_\_\_

\_\_\_\_\_  
**ROBERT GELDER, Chair**

By \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
**EDWARD E. WOLFE, Commissioner**

Title  
\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
**CHARLOTTE GARRIDO, Commissioner**

Attest:

Contractor Registration No. \_\_\_\_\_

\_\_\_\_\_  
Dana Daniels, Clerk of the Board

Federal Tax ID No. \_\_\_\_\_