

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works, Clean Water Division

DATE: June 17, 2025

REQUESTED ACTION: Approve Professional Services Contract with Windsor Engineers for Philbrook Farms Tract D Stormwater Facility Design

 X Consent Hearing County Manager

BACKGROUND

Clean Water Division is requesting Council approval to enter a \$262,170.30 professional services contract with Windsor Engineers for Philbrook Farms Tract D Stormwater Facility Design.

Clark County issued RFP 912 for project planning, stakeholder coordination and engineering design services to develop 100% design plans, cost estimate, and bid specs for a capital repair project at the Philbrook Farms Tract D stormwater facility.

Responsive proposals were reviewed by qualified County staff. The selected contractor meets all requirements, has extensive applicable experience, and was the consensus choice of the reviewers. RFP 912 is included as an attachment to this staff report.

Contract work includes

- Phase I – Data Gaps Analysis
- Phase II – Preliminary Basis of Design Report
- Phase III – Final Design

The scope of work and budget are attached to the contract as Exhibits A and B.

This contract has been reviewed by Public Works Prosecuting Attorney and County Risk Management.

COUNCIL POLICY IMPLICATIONS

The Philbrook Farms Tract D SWF Repair project is included in the Council-adopted 2025-2030 Stormwater Capital Plan. Costs to plan, evaluate, and design the repair project increased from \$100,000 to \$262,170.30 since plan adoption. If this contract is approved, a Stormwater Capital Plan update will be submitted in the Fall 2025 Supplemental and the 2026 budget adopt, increasing the overall project budget for the Philbrook Farms Tract D Stormwater Facility Repair project.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

The contract does not include community outreach. Public Works will engage with the Philbrook Farms Neighborhood Association, and project information will be maintained on Public Works web pages.

PW25-136

REVIEWED: *al*

BUDGET IMPLICATIONS

YES	NO	
	X	Operating Budget Impacts
X		Capital Budget Impacts
	X	Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation. If YES, please complete the budget impact statement. If YES, please route this Staff Report through the Budget Director and then to the County Manager.
X		Additional budget capacity is necessary and will be requested at the next supplemental or annual budget. If YES, please complete the budget impact statement. If YES, please route this Staff Report through the Budget Director and then to the County Manager. This action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Dollar Amount	\$262,170.30 professional services contract
Fund	Clean Water Fund 4420
Cost Center	CC253
BASUB	B5943100
Program	PG0056

Emily Zwetzig
Emily M. Zwetzig, Budget Director

Attachments: (1) Budget Impact Attachment; (2) Professional Services Contract between Clark County and Windsor Engineers including Exhibits A and B; and (3) RFP 912 Philbrook Farms Tract D Stormwater Facility Design

Devan Rostorfer
Devan Rostorfer
Clean Water Division Manager

Sherry Villafane
Sherry Villafane
Public Works Finance Manager

Jennifer Coker, P.E.
Jennifer E. Coker, P.E.
Public Works Deputy Director

Kenneth A. Lader
Kenneth A. Lader, P.E.
Public Works Director

Primary Staff: Jeff Schnabel, Engineering Services Manager, ext. 4583

APPROVED: _____
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: _____

SR# _____

PW25-136

REVIEWED: cl

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. Approve Clark County to enter a professional services contract with Windsor Engineers in the amount of \$262,170.30 to develop a Philbrook Farms stormwater facility design.

The Philbrook Farms Tract D SWF Repair project is included in the Council-adopted 2025-2030 Stormwater Capital Plan. Costs to plan, evaluate, and design the repair project increased from \$100,000 to \$262,170.30 since plan adoption. New budget impacts are limited to the difference of \$162,170.30 as indicated below.

Part II: Estimated Revenues

Fund #/Title	2025 Annual Budget		2026 Annual Budget		2027 Annual Budget	
	GF	Total	GF	Total	GF	Total
Total						

II. Clean Water Fee revenues to the Clean Water Division Fund 4420.

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	2025 Annual Budget		2026 Annual Budget		2027 Annual Budget	
		GF	Total	GF	Total	GF	Total
4420/Clean Water (PR)0002522			\$92,437		\$69,733.30		
Total			\$92,437		\$69,733.30		

III. B – Expenditure by object category

Fund #/Title	2025 Annual Budget		2026 Annual Budget		2027 Annual Budget	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		\$92,437		\$69,733.30		
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total		\$92,437		\$69,733.30		

Clark County, Washington

Professional Services Philbrook Farms Tract D Stormwater Facility Design

Solicitation __RFP #912__

This contract ("Contract"), is made as of this _____ day of _____ 2025, by and between CLARK COUNTY, a governmental subdivision of the State of Washington, ("County"), and Windsor Engineers, a Minnesota Limited Liability Company, ("Contractor").

WHEREAS, the Contractor has been chosen through a competitive process by the County (RFP # 912) and has the expertise to provide services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit A; and,

WHEREAS, Clark County does not have available staff to provide such services for the benefit of Clark County.

NOW, THEREFORE, THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as set forth in Exhibit A, which is incorporated herein by reference as though set forth in full at this point (the "Services").

2. Term. The Contract shall be effective beginning May 6, 2025, and ending October 31, 2026. County reserves the right to extend this contract for a period of one (1) additional year, with the same terms and conditions, with the exception of cost. If both parties agree, through a written Contract amendment that is adopted before the

Contract's term expires, the Contract term may be extended. Cost for additional option year shall be reviewed prior to extension of the contract.

3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. All invoices shall describe in detail each task performed and shall state the amount billed for each task. While Contractor billings may exceed some task budgets and come in under budget on other tasks, the parties mutually agree that in no event may the amount billing exceed \$262,170.30 without prior written approval by the County.

4. Withholding Payment. In the event the Contractor has failed to perform any material obligation under this Contract, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

5. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of this Contract or the Contractor cannot perform because of loss of license or other required credential, becomes insolvent or is declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, the County may upon notice terminate this Contract, and at the County's option, obtain performance of the work elsewhere. If this Contract is terminated for default, the Contractor shall not be entitled to receive any further payments under this Contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the Services, including all increased costs

for completing the Services, and all damage sustained, or which may be sustained, by the County by reason of such default. Termination of this Contract by the County based upon default of the Contractor shall not constitute a breach of contract by the County. Within fourteen (14) days after terminations the Contractor shall provide the County with all work products and working documents developed within the effective term of the Contract.

6. Termination for Public Convenience. The County may terminate this Contract upon thirty (30) days written notice to Contractor whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever this Contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at per unit rates for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Contract by the County based upon public convenience shall not constitute a breach of contract by the County. Within fourteen (14) days after termination, the Contractor shall provide the County with all work products and working documents developed within the effective term of the Contract.

7. Independent Contractor. Pursuant to this Contract, the Contractor is an independent contractor, and neither Contractor nor its owners, employees, subcontractors, contractors, or agents are employees of the County, and they shall not be entitled to compensation or benefits of any kind from the County, except as explicitly provided herein.

8. Indemnification / Hold Harmless. The Contractor shall indemnify and hold harmless the County, its officers, officials, employees, agents, and volunteers harmless from claims, injuries, damages, losses or suits including attorney fees, arising out of, or resulting from, any act or omission undertaken in the performance of this Contract, of the Contractor (to the extent of the Contractor's negligence), except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract 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 Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. Neither the County nor the Contractor shall be liable for Consequential Damages arising from this agreement. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Contract. The provisions of this section shall survive the expiration or termination of this Contract.

9. Compliance with Laws. The Contractor shall comply with all applicable federal, state, and local laws, including those laws and regulations relating to its employees, and shall indemnify, and save the County harmless from all actions, claims, demands and expenses arising out of any actual violation of said laws or regulations.

10. Responsibility to Pay Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, administrative charges, permitting costs, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this Contract be enacted and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

11. Order of Precedence: The Contract Documents consist of these terms and conditions that are set forth in the body of this document ("Terms and Conditions"), and the attached Exhibit A and B: a scope of work and contract pricing which consists of a proposal based on RFP #912. To the extent that these Terms and Conditions are inconsistent with any other Contract Documents, or are inconsistent with any other exhibit, attachment, document, or agreement, whether executed prior to or concurrently herewith, then these Terms and Conditions shall govern.

12. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status or national origin.

13. Amendments. Any changes to any of the Contract Documents shall be made as mutually agreed amendments, which must be in writing and signed by both parties to be effective.

14. Public Records Act. Notwithstanding any provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington

Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/Public Works Department:

Clark County – Public Works Department
C/O Public Records
PO Box 5000
Vancouver WA 98666-5000

15. Governing Law. This Contact shall be governed by the laws of the State of Washington. Venue for any litigation shall be in accordance with RCW 36.01.050.

16. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.

17. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it or shall perform services as an independent contractor with it, in the performance of this Contract.

18. Insurance.

General Requirements:

Waiver of Subrogation: All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected and

appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County and shall require similar written express waivers and insurance clauses from each of its subcontractors. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County.

Proof of Insurance: The contractor shall provide Clark County with verification of insurance and endorsements required by this Contract. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time. Failure to provide proof of insurance within five (5) business days prior to the start of this Contract is agreed by both parties to be a material breach of this Contract and may, at the County's option, result in termination of this Contract pursuant to Paragraph five (5) above.

Insurance Company: All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. All insurance companies must have a Best's rating of A-VII or better.

Contractor's Insurance: Contractor shall obtain and keep in force policies providing the coverages listed below:

Worker's Compensation: As required by the industrial insurance laws of the State of Washington.

Automobile Insurance: If the Contractor or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Contractor through a Commercial Automobile Insurance Policy. The policy shall cover all owned and non-owned vehicles. Such

insurance shall have minimum limits of \$1,000,000 per accident, combined single limit for bodily injury and property damage liability with a \$1,000,000 annual aggregate limit. If the Contractor does not use motor vehicles in conducting activities under this Contract, then within 30 days of the start of the term, Contractor shall provide County with written confirmation to that effect on Contractor letterhead.

Additional Insured: Policy shall name Clark County, its elected and appointed officers, agents, officials, employees and volunteers as additional insureds with no restrictions or limitations concerning products and completed operations.

Commercial General Liability Insurance: Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its latest equivalent with minimum limits of \$1,000,000 per occurrence and General Aggregate \$2,000,000. This policy must renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless the County has given prior written consent to a higher amount, which consent must be based upon the County's reasonable assessment of the Contractor's liquidity and ability to pay from its own resources regardless of the coverage status due to cancellation, reservation of rights, or other reason. If Contractor seeks County's agreement for an increased deductible, Contractor shall provide County with documentation to support County's assessment of whether the increase is warranted.

Coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Additional Insured: Policy shall name Clark County, its elected and appointed officers, agents, officials, employees and volunteers as additional insureds with no restrictions or limitations concerning products and completed operations.

Professional Liability (aka Errors and Omissions): The Contractor shall obtain, at Contractor's expense, and keep in force during the term of this Contract a Professional Liability Insurance Policy to protect against legal liability arising out of contract activity. The Contractor specifically confirms and warrants that it has errors and omissions liability insurance with minimum limits of \$1,000,000 per occurrence. The deductible will not be more than \$25,000 unless the County has given prior written consent to a higher amount, which consent must be based upon the County's reasonable assessment of the Contractor's liquidity and ability to pay from its own resources regardless of the coverage status due to cancellation, reservation of rights, or other reason. If Contractor seeks County's agreement for an increased deductible, Contractor shall provide County with documentation to support County's assessment of whether the increase is warranted. The County prefers that the Contractor obtain an "occurrence form" policy; if, however, the policy is a "claims made" policy, then Contractor shall purchase extended reporting period coverage (tail coverage) for three (3) years after the end of the term.

Umbrella Liability Coverage: Contractor shall obtain Umbrella Coverage in the amount of \$1,000,000 that will apply over all liability policies without exception, including Commercial General Liability and Automobile Liability.

Additional Insured: Policy shall name Clark County, its elected and appointed

officers, agents, officials, employees and volunteers as additional insureds with no restrictions or limitations concerning products and completed operations.

19. Waiver. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by the parties hereto or by their authorized representatives.

20. Assignment and Subcontracting. No portion of this Contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County or as set forth in Exhibit A.

21. Ownership of Items Produced. All writings, documents, programs, records or other materials prepared by the Contractor and/or its subcontractors, in connection with the performance of this Contract shall be the sole and absolute property of the County.

22. Notice: All notices, request, demands, consent, approval or other communication required or relating to this Contract shall be in writing and will be deemed to have been given when personally delivered, by email with a receipt request confirmed, sent by facsimile with receipt acknowledged, or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the address listed below. Any Party to this Contract may add additional addresses or change its address for purpose of receipt of any such communication by giving written notice of such change to the other party in the manner prescribed in this section. Unless otherwise directed in writing, notices shall be made to the following address:

Clark County
Public Works Department
PO Box 5000
Vancouver, WA 98666-5000
Email: jeff.schnabel@clark.wa.gov

Windsor Engineers
27300 NE 10th Avenue
Ridgefield, WA 98642
Email: estephens@windsorengineers.com

23. Entire Agreement: This Contact contains a complete and integrated understanding of the agreement between the parties as to the subject matter hereof, and supersedes any prior understanding, contracts, or negotiations, whether oral or written, unless set forth herein or in written amendments hereto duly executed by both parties.

24. Severability: If any provision of this Contact is found to be contrary to law or public policy or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and shall be construed so as to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this Contract on the date first above written.

Windsor Engineers

By: Emily Stephens

Name: Emily Stephens, PE

Title: Group Manager

Date Signed: 05/14/25

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:

Clerk to the Council

By: _____
Sue Marshall, Chair

Approved as to Form Only:
ANTHONY F. GOLIK
Prosecuting Attorney

By: _____
Glen Yung, Councilor

By: *Amber Smith*

Amber Smith
Deputy Prosecuting Attorney

By: _____
Michelle Belkot, Councilor

By: _____
Wil Fuentes, Councilor

By: _____
Matt Little, Councilor



MAY 2, 2025
FINAL

Exhibit A

Jeff Schnabel, Stormwater Infrastructure Manager
Clark County Public Works
1300 Franklin Street
6th Floor, Suite 650
Jeff.Schnabel@clark.wa.gov

Subject: Philbrook Farms Tract D Stormwater Facility Design Scope
Windsor Project No. 25064

Dear Mr. Schnabel,

Windsor Engineers (Windsor) is pleased to present this Scope of Work for the Philbrook Farms Tract D Stormwater Facility Design project. As a Clark County (County)-based firm with a strong commitment to local infrastructure solutions, we are excited to move forward following the County's notice of selection. This scope outlines the phased technical approach, coordination efforts, and deliverables that our team, including subconsultants Haley & Aldrich and Otak, will provide to support the County in achieving a long-term, sustainable solution for stormwater management at Tract D.

We look forward to continuing our collaboration with the County and delivering a design that meets both the technical goals and the community's needs.

Sincerely,

A handwritten signature in black ink, appearing to read 'Emily Stephens'.

Emily Stephens, PE
Project Manager
Windsor Engineers

27310 NE 10th Avenue, Bridgefield, WA 98642

estephens@windsorengineers.com

www.windsorengineers.com

360.610.4931



Phase 0 – Project Management, Administration, and Coordination

Windsor Engineers will lead project management and coordination efforts throughout all project phases to ensure successful delivery, clear communication, and quality outcomes. Tasks under this phase include:

- Facilitating internal and external coordination meetings, including bi-weekly check-ins with the County and consultant team.
- Managing project schedule, deliverables, and team assignments.
- Conducting project administration, document tracking, and internal reviews.
- Coordinating and attending up to two site visits.
- Implementing quality assurance and quality control procedures in alignment with Windsor’s Quality Management Plan.
- Managing invoicing

Phase I – Data Gaps Analysis

1. Civil Analysis (Hydraulic) & Information Gathering (Survey, Site Investigations)

Windsor will perform an initial hydraulic assessment of the existing system, including a review of historical documentation and performance records. Windsor will:

- Evaluate the original Philbrook Farms Technical Information Report (TIR), design assumptions, and reported deficiencies, if any.
- Analyze historic rainfall and flooding records to correlate system performance with infiltration capacity.
- Identify upstream areas contributing to system loading and assess information needed for modeling and flow generation.
- Initiate surface water modeling to characterize runoff and system capacity limitations.
- Work with County staff to coordinate potholing with a county-owned vac-truck to estimate distance from surface grade to top of chamber. The County will complete this work; Windsor will only assist with location selection for potholing.
- Procure and oversee a subcontractor to complete a ground-penetrating radar (GPR) survey to estimate system footprint.
 - Survey effort to occur on the day of, or immediately after, to accurately mark flags from GPR.
- Inspect sedimentation in the stormwater chambers and manholes that could limit infiltration performance (physical inspections to be completed by Windsor or others with confined space credentials).
- Lead a confined space entry (CSE) effort to inspect the interior of the existing stormwater facility. Based on a preliminary understanding of the system configuration, this will require a horizontal entry, which involves enhanced safety procedures and equipment beyond typical vertical CSE. Windsor will:



- Coordinate the development of a CSE plan and written permit, in collaboration with Clark County (as the owner) and in conformance with Washington L&I and WAC requirements.
- Provide a trained Confined Space Entry Supervisor and qualified entrant(s), as well as coordinate all necessary support staff (attendant(s), standby personnel, and rescue team).
- Oversee the deployment of tripods, atmospheric monitors (“sniffers”), pulley systems for horizontal rescue, forced-air blowers, lighting, and entry tools needed for inspection.
- Coordinate with a specialty contractor experienced in horizontal rescue and CSE protocol to support standby/rescue operations.
- Document the CSE activity through field notes and photos for use in Phase I analysis and reporting.
- Coordinate with Otak (survey subconsultant) to:
 - Establish horizontal and vertical survey control and tie to nearby plat monuments.
 - Survey the location, depth, and invert of accessible structures within the facility.
 - Conduct up to three additional one-day mobilizations as needed to collect supplemental data.
 - Provide an as-built dataset of the stormwater facility and site features, to the extent accessible. This dataset will support hydraulic and geotechnical evaluations but will be limited if full access to the system is not available.

2. Geotechnical Evaluation

Windsor will coordinate with Haley & Aldrich (geotechnical subconsultant) to:

- Review regional geologic and soils maps and previously completed geotechnical reports.
- Perform slug testing within existing groundwater monitoring wells to determine the hydraulic conductivity of the subsurface soils.
- Develop preliminary infiltration characteristics of soils and identify estimated depths to groundwater at potential retrofit alternative locations outside of Tract D to allow initial feasibility analysis of alternatives. This information will be developed from historical data and Haley & Aldrich’s experience with similar soils at the site and throughout Clark County.
- Review data collected by others during the physical assessment of sedimentation levels within the stormwater chambers. Also, review as-built information collected via ground penetrating radar survey and vac-truck potholing to identify actual extents of the stormwater chambers.
- Identify key parameters, if any, for which insufficient data exists to rely on the parameters for final retrofit design confidently.
- Identify geotechnical data gaps critical to retrofit design, such as infiltration potential in contributing areas.

3. Hydrogeological Modeling and Calibration

Windsor will coordinate with Haley & Aldrich to:



- Build a 3D MODFLOW model of the existing stormwater facility using available data and site-specific parameters.
- Simulate transient groundwater mounding based on system inflows and monitoring data.
- Adjust model parameters to calibrate against observed system performance and identify deficiencies.
- Support correlation of past performance data with site conditions to determine key deficiencies based upon MODFLOW analyses and conceptual understanding
- Inform retrofit planning by correlating groundwater conditions with hydraulic response.

4. Summary of Findings (Informal Deliverable)

Windsor will prepare a summary of Phase I findings that will serve as the Phase II Pre-Design Report's Existing Conditions section. The summary will:

- Present technical findings and modeling results.
- Define any outstanding data gaps, uncertainties, and limitations.
- Include geotechnical, hydraulic, and hydrogeologic input coordinated across the project team.
- Any code requirements for consideration in Phase II.
- Further define any unforeseen but necessary considerations for the Phase II work.

Phase II – Preliminary Basis of Design Report

1. Civil/Hydraulic Pre-Design Analysis

Windsor will assist the City in identifying and confirming a preferred stormwater facility improvement concept through a high-level evaluation of a limited set of options, followed by preliminary design of a single selected approach. This will include:

- Facilitation of preliminary discussions regarding two to three potential concepts, such as:
 - Expansion of underground storage within Tract D
 - Addition or enhancement of above-ground detention or dispersion facilities
 - Implementation of upstream Best Management Practices (BMPs) or flow control measures
 - Expansion of underground treatment facility
- Desktop-level comparison of general feasibility, footprint requirements, and constructability considerations of the concepts.
- Selection of one concept for further analysis and preliminary design.
- Development of a preliminary basis of design for the selected alternative, including hydraulic modeling (e.g., MGSFlood or HydroCAD) and preliminary sizing calculations.

Not included in the Phase II scope:

- Hydraulic modeling or calculations for more than one alternative.
- Detailed evaluation or design of multiple or combined alternatives.
- Cost estimating for alternatives not selected for pre-design.
- Detailed constructability review or survey-grade design work.



- Environmental permitting or cultural resource studies.

2. Geotechnical Evaluations

- No supplemental geotechnical field exploration, in situ testing, or laboratory testing is currently proposed for the alternatives analysis phase. If such work is deemed necessary to advance alternative analysis further, then a separate scope and fee estimate will be developed.

3. Hydrogeologic Evaluations

Windsor will coordinate with Haley & Aldrich to:

- Provide hydrogeologic input into conceptual alternative systems, including likely hydrogeologic constraints and consideration for design, performance, and construction of the alternatives.
- Update the MODFLOW model to simulate each retrofit alternative (up to two).
 - For retrofit options that may involve vertically or laterally expanding the existing stormwater facility in Tract D, the MODFLOW model will be reconfigured to represent the changed system, and then the groundwater mounding will be re-run to evaluate the effects of the proposed retrofit on groundwater mounding at the facility.
 - For retrofit options that involve reducing the inflow of water to the existing stormwater facility in Tract D, the MODFLOW analysis will be re-run to evaluate how the groundwater mound is reduced and the system performance improved.
- Conduct groundwater mounding simulations and sensitivity analyses.
- The updated MODFLOW analyses will be a collaborative and iterative process with the civil/hydraulics analyses to determine the scope of retrofits required to achieve satisfactory system performance. We have assumed that two MODFLOW model reconfigurations will be evaluated, with up to two hydrographs run for each reconfiguration

4. Preliminary Basis of Design

Windsor will prepare a Preliminary Basis of Design report focused on a single preferred retrofit approach. The report will identify and document critical design assumptions and evaluate their potential impact on feasibility, performance, and constructability. Rather than evaluating multiple alternatives, Windsor will complete a focused design evaluation of one viable option, aligned with County goals and project constraints.

This report will include:

- Design Assumptions and Risk Identification
 - Key assumptions related to infiltration potential, groundwater mounding, and existing system conditions.
 - Identify potential risks such as variable infiltration rates, soil conditions, or structural constraints.



- Suggested mitigation strategies or contingencies where applicable.
- Discussion of high-level alternatives analysis.
- Technical and Operational Considerations
 - Summary of expected technical performance and operational needs.
 - Review of constructability and long-term maintenance factors.
- Preliminary Design Concept and Cost Estimate
 - Preliminary layout and key design parameters.
 - Planning-level cost estimate for design and construction.

This Preliminary Basis of Design will serve as the foundation for future phases and support internal County review, public communication (if required), and council approvals.

Phase III – Final Design & Public Outreach

1. Final Design Documents

Windsor will prepare construction documents for the selected alternative, including:

- Plans, specifications, and an engineer’s opinion of probable cost.
- Submittals at 60%, 90%, and 100% design stages for County review.
 - The number of reviews can be reduced at the County’s discretion.
- Incorporation of geotechnical, hydrogeologic, and stakeholder input into the final deliverables.
- There will not be any public outreach or resident-focused communication material support as part of this contract. It is assumed that the County will complete these tasks in-house.
- Advertising, bidding, and construction support are not included in this contract as the County intends to handle that in-house.

Assumptions

1. Access to Existing Stormwater Facility

- a. Clark County will coordinate and provide access to the underground system
- b. Clark County will provide support for potholing and CSE.
- c. Windsor will coordinate and lead CSE planning and supervision. Third-party contractors may perform physical entry when required.
- d. The two manholes adjacent to the underground system will provide reasonable access to the full system. If reasonable access is not achievable, additional measures may need to be coordinated, and an accurate mapping of the system may not be feasible.
- e. Access outside either of these manholes may require additional scope and fee, which will not be completed without prior authorization from the County.

2. Potholing and GPR Coordination

- a. The county will provide vac-truck support for potholing.



- b. GPR and field surveys will be coordinated so that physical site markings remain visible for survey capture.

3. Survey and Existing Data

- a. Existing as-builts will be combined with Otak's updated field survey. No full topographic survey outside Tract D is assumed.
- b. Survey control and one additional mobilization are assumed sufficient to complete data collection.

4. Geotechnical Data

- a. Slug testing in existing monitoring wells will be used to help characterize the determination of hydraulic conductivity of the saturated soils.
- b. Soil data used in infiltration analysis will be based on historical reports, County knowledge, and regional experience unless field data gaps are identified.
- c. No additional field explorations or lab testing are included unless authorized under a separate contract.

5. MODFLOW Model Calibration and Use

- a. Up to two configurations and two hydrographs per configuration will be run.
- b. Calibration will rely on historic system performance and available groundwater data. Observed performance issues will be used to inform deficiencies and retrofit needs.

6. Preliminary Basis of Design

- a. One preferred concept will be developed following a high-level comparison of two to three concepts. Only the selected alternative will be advanced to preliminary modeling and layout.
- b. Hydraulic modeling will be completed using MGSFlood or HydroCAD; no advanced or multi-scenario modeling is included.

7. Review and Meetings

- a. Bi-weekly check-ins are assumed during active design phases, with flexibility to reduce frequency.
- b. Design review will include up to three formal submittals (60%, 90%, 100%), though this may be reduced at the County's discretion.
- c. Clark County design specifications will be used for the final construction documents.

8. Public Engagement and Construction Support

- a. Public outreach and construction-phase services will be managed in-house by the County and are not included in Windsor's scope.

Exclusions

1. Public Outreach & Communication

- a. No development of public-facing materials, resident coordination, or engagement sessions is included in any phase.

2. Advertising, Bidding, and Construction Services



- a. Bidding support, inspection, and construction administration are excluded and assumed to be performed by the County.
- 3. Permitting and Environmental Studies**
 - a. No SEPA/NEPA permitting, environmental assessments, or cultural resource reviews are included. No Ecology submittals are included.
- 4. Final Design Detailing Beyond Pre-Design**
 - a. Detailed construction drawings and specifications are limited to the selected alternative and within scope only under Phase III, pending County authorization.
 - b. No alternative concept design, dual-track design, or full value engineering review is included.
- 5. Utility Coordination and Easement Acquisition**
 - a. Coordination with utility companies or acquisition of private property easements is not included.
 - b. No legal support for right-of-way or property negotiations is included.
- 6. Expanded Geotechnical or Hydrogeologic Testing**
 - a. No borings, test pits, falling head infiltration tests, or lab testing are included unless a separate scope is authorized.
 - b. Future testing needs identified during Phases I–II may require additional scope and fee, which will not be completed without prior authorization from the County.
- 7. Additional Modeling or Scenario Testing**
 - a. No simulation of more than two alternatives or reconfiguration scenarios for MODFLOW.
 - b. No dual-modeling (e.g., XP-SWMM, SWMM5) or combined hydrologic-hydraulic evaluations beyond what's noted in Phase II.
- 8. Updates to Regional System or Future Development Coordination**
 - a. This scope does not include proactive planning for regional conveyance upgrades, coordination with future developments, or citywide capital improvement project (CIP) alignment outside Tract D and immediate contributing areas.

Exhibit B
Philbrook Farms Stormwater Tract D Retrofit
Cost Estimate



	Staff Rate Category	Engineer VIII	Engineer VI	Engineer V	Designer I	Admin	SUB FEES & EXPENSES (dollar amt)	Total Labor Fee
	Bill Rate	\$ 245	\$ 225	\$ 165	\$ 125	\$ 125	\$ 1	
Ph 1. Data Gaps Analysis & Model Calibration								
Task 0. Project Management, Administration & Coordination								
	Meetings / Emails / Coordination		16.0	12.0		2.0		\$ 5,830.00
	Manage schedule, budgets, deliverables		8.0			2.0		\$ 2,050.00
	Quality Control / Review	2.0				2.0		\$ 740.00
	Coordination with Subs		8.0	6.0		2.0		\$ 3,040.00
	Expenses						\$1,000	\$ -
Task 1. Civil Analysis (Hydraulic) & Information Gathering (Survey, Site Investigations)								
	Civil Hydraulics Analysis (Utilizing Existing TIR Data)		4.0	36.0				\$ 6,840.00
	Confined Space Entry (CSE) - (Horizontal)	16.0	2.0		40.0			\$ 9,370.00
	Site Visits - expect 2 visits total.	8.0	8.0		8.0			\$ 4,760.00
	Full As-Built Survey (OTAK)						\$7,810	\$ -
	GPR Survey (Locates Down Under)						\$875	\$ -
	Reimbursables for CSE						\$3,500	\$ -
Task 2. Geotechnical Evaluation								
	Initial Geotechnical Evaluation (H&A)						\$16,698	\$ -
	Data Review							\$ -
	Slug Testing							\$ -
	Develop Parameters Outside of Tract D							\$ -
	Review Sedimentation & As-built Data							\$ -
	Identify Data Gaps							\$ -
Task 3. Hydrogeological Modeling & Calibration								
	Hydrogeologic Modeling / Calibration (H&A)						\$15,664	\$ -
	Develop 3D MODFLOW Model							\$ -
	Analyze/Calibrate MODFLOW Model							\$ -
	Civil/Hydrogeological Coordination							\$ -
Task 4. Summary of Findings (Informal Deliverable)								
	Existing Conditions Summary & Calibration Findings		2.0	24.0		4.0		\$ 4,910.00
	Subtotal hours	26.0	48.0	78.0	48.0	12.0	\$45,547.0	\$ 37,540.00
	Subtotal Fee	\$ 6,370	\$ 10,800	\$ 12,870	\$ 6,000	\$ 1,500	\$ 45,547	\$ 83,087.00
Ph 2. Preliminary Basis of Design Report								
Task 0. Project Management, Administration & Coordination								
	Meetings / Emails / Coordination		16.0	12.0		2.0		\$ 5,830.00
	Manage schedule, budgets, deliverables		8.0			2.0		\$ 2,050.00
	Quality Control / Review	4.0	4.0			2.0		\$ 2,130.00
	Coordination with Subs		8.0	6.0		2.0		\$ 3,040.00
	Expenses						\$500	\$ -
Task 1. Civil/Hydraulic Alternatives Development								
	Develop model with HydroCAD		8.0	48.0				\$ 9,720.00
	Develop model with MGSFlood		4.0	30.0				\$ 5,850.00
Task 2. Geotechnical Evaluation								
	Geotechnical Evaluations (H&A)						\$7,835	\$ -
	Geotechnical Input on Alternative Systems							\$ -
Task 3. Hydrogeological Modeling & Calibration								
	Hydrogeologic Evaluations (H&A)						\$16,069	\$ -
	Hydrogeologic Input on Alternative Systems							\$ -
	Update MODFLOW for two alternatives							\$ -
	MODFLOW Design Iterations							\$ -
	MODFLOW Sensitivity Analysis							\$ -
Task 4. Pre-design report								
	Preliminary Basis of Design Report		14.0	75.0		16.0		\$ 17,525.00
	Conceptual Design Exhibits			4.0	16.0			\$ 2,660.00
	Subtotal Fee	\$ 980	\$ 13,950	\$ 28,875	\$ 2,000	\$ 3,000	\$ 24,404	\$ 73,209.30
Ph 3. Final Design								
Task 0. Project Management, Administration & Coordination								
	Meetings / Emails / Coordination		16.0	12.0		2.0		\$ 5,830.00
	Manage schedule, budgets, deliverables		8.0			2.0		\$ 2,050.00
	Quality Control / Review	6.0	6.0			2.0		\$ 3,070.00
	Coordination with Subs		8.0	6.0		2.0		\$ 3,040.00
	Expenses						\$500	\$ -
Task 1. Final Design Documents								
	Final Technical Design Report		4.0	40.0		10.0		\$ 8,750.00
	60% Drawings		2.0	60.0	60.0			\$ 17,850.00
	90% Drawings		2.0	60.0	60.0			\$ 17,850.00
	100% Construction Documents		2.0	60.0	60.0			\$ 17,850.00
	Specifications (Using Clark County Standard Spec Package)	10.0		30.0				\$ 7,400.00
	Engineers Estimate	8.0	2.0	16.0				\$ 5,050.00
	Geotechnical Review & Coordination						\$16,634	\$ -
Task 2. Public Outreach Support								
	HOA Open Houses (two total)							\$ -
Task 3. Resident-Focused Communication Materials								
	Marketing/Outreach Materials							\$ -
	Subtotal Fee	\$ 5,880	\$ 11,250	\$ 46,860	\$ 22,500	\$ 2,250	\$ 17,134	\$ 105,874.00
	Total Fee	\$ 13,230	\$ 36,000	\$ 88,605	\$ 30,500	\$ 6,750	\$ 87,085	\$ 262,170.30



REQUEST for PROPOSAL #912
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, JANUARY 29, 2025
DUE DATE: WEDNESDAY, FEBRUARY 26, 2025 by 1:30 pm

Request for Proposal for:

PHILBROOK FARMS TRACT D STORMWATER FACILITY DESIGN

SUBMIT:

One (1) Original
Three (3) Complete Copies

of the Proposal to:

<u>Shipping Method of your Choice or Hand Delivery</u>	<u>United States Postal Service</u>
Clark County ATTN: Office of Purchasing 1300 Franklin Street, 6 th Floor, Suite 650 Vancouver WA 98660 564-397-2323	Clark County ATTN: Office of Purchasing PO Box 5000 Vancouver WA 98666-5000 564-397-2323

Office Hours: 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.

No electronic submissions.

****Proposals must be delivered to the Purchasing office – No Exceptions**

****Proposals must be date and time stamped by Purchasing staff by 1:30 pm on due date.**

****Proposal shall be sealed and clearly marked on the package cover with RFP #, Title & Company Name**

Refer Questions to Project Manager:

Jeff Schnabel
Stormwater Infrastructure Manager, Clark County Public Works
Jeff.Schnabel@clark.wa.gov
564-397-4583

General Terms and Conditions

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALLY - Proposer shall comply with all applicable state and federal laws governing the confidentiality of information.

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES - Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at <http://www.clark.wa.gov/hr/documents.html>. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

MUNICIPAL RESEARCH and SERVICE CENTER - Clark County (WA) contracts with the Municipal Research and Service Center (MRSC) to maintain our Consultant, Small Works and Vendor rosters. To be eligible to participate in this Clark County public solicitation and the resulting contract, your business must be registered with the MRSC Rosters. Failure to register may result in your proposal being marked nonresponsive. Be sure to select Clark County in your application. If you have questions about the registration process, contact the MRSC Rosters at 206-436-3798 or <https://mrscresters.org/businesses/business-membership/>

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at

independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS - An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The proposer shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor, in a similar socioeconomic, geographical region.

PROTESTS - Must be submitted to the Purchasing Department.

PUBLIC SAFETY - May require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

ACCEPTANCE or REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS - Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE - The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS
Clark County ADA Office: V: 564-397-2322
ADA@clark.wa.gov

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EXHIBITS

- A. Philbrook Farms Tract D as-built pp31186368
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Philbrook Farms Tract D Stormwater Facility Design

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Request for Proposal # 912

Philbrook Farms Tract D Stormwater Facility Design

Part I Proposal Requirements

Section IA	General Information
<p>1. Introduction</p>	<p>Clark County Public Works is seeking contracted project planning, stakeholder coordination and engineering design services to develop 100% design plans, cost estimate, and bid specs for a capital repair project at Philbrook Farms Tract D stormwater facility.</p> <p>The project site is located on county-owned tax lot #986040954, on NE 129th Street just west of NE 57th Avenue, in the Philbrook Farms subdivision.</p> <p>Clark County (WA) contracts with the Municipal Research and Service Center (MRSC) to maintain our Consultant, Small Works and Vendor Rosters. To be eligible to participate in this Clark County public solicitation and the resulting contract your business must be registered with the MRSC Rosters. Failure to register may result in your proposal being marked nonresponsive. Be sure to select Clark County in your application. If you have questions about the registration process, contact the MRSC Rosters at 206-436-3798 or https://mrscrosters.org/businesses/business-membership/</p> <p>If your company contact details <i>are not</i> on the Plan Holder List at https://clark.wa.gov/internal-services/request-proposal-1 Attachment B, Letter of Interest must be submitted to participate in this RFP.</p> <p>Proposers shall respond to all sections to be considered.</p> <p>Clark County has made this Request for Proposal subject to Washington State statute RCW 39.34 Interlocal Cooperation Act. The proposer may opt to extend identical services and prices to qualified public agencies. Each contract is between the proposer and individual agency binding only their agency, with no liability to Clark County.</p>
<p>2. Background</p>	<p>Philbrook Farms is a Planned Unit Development with several recreational open-space areas located on the surface of stormwater tracts that contain underground infrastructure, one of which is the Philbrook Farms Part 1 Tract D stormwater facility.</p> <p>The county owns Tract D and the storm infrastructure and is responsible for maintaining the infrastructure. The HOA owns and is responsible for the recreational amenities on the surface, including landscaping. Recreational amenities include a children's play structure, swing-set, paved basketball court, benches, walking trail, and picnic area.</p> <p>The Philbrook Part 1 Tract D stormwater facility was installed in February 2017 and was released from development maintenance warranty in April 2019. The storm system on Tract D consists of a treatment vault containing 35 stacks of PerkFilter cartridges, leading to a StormTech infiltration gallery. The infiltration gallery sits in a closed depression, and is equipped with an overflow to the ground surface for temporary storage during extremely large rain events (25 – 100 year).</p> <p>In June 2021, the Philbrook Farms HOA Board approached Clark County with concerns about frequent flooding of the surface amenities. This flooding is occurring much more frequently than anticipated in the design documents, and results in surface water depths up to 18" persisting for 1-3 days post-rainfall.</p> <p>County and HOA concerns are two-fold: 1) public safety due to the attractive nuisance presented by flooded playground equipment, and 2) loss of recreational use multiple times each year.</p>

Request for Proposal # 912 Philbrook Farms Tract D Stormwater Facility Design

	<p>Under the requirements of Clark County's Phase 1 Municipal Stormwater Permit, the county is obligated to address this issue through the Stormwater Capital Program.</p> <p>As a near-term solution, the county installed temporary fencing to restrict access to Tract D for the entirety of winter 2021, 2022, and 2023. In fall 2024, the county installed a longer-term fencing solution including code-controlled gates so the park can be used during non-flooded periods throughout the year.</p> <p>County staff and contracted consultants conducted groundwater and system monitoring over two winters to help determine the cause of ponding. The county plans to continue monitoring water levels within the infiltration system through at least June 2025.</p> <p>Analysis to date suggests groundwater mounding is occurring beneath the infiltration gallery, leading to overflow events during significant storms. Significant surface ponding occurs 7-10 times annually.</p> <p>Potential design solutions may include expanding storage capacity within the infiltration gallery, raising the surface grade of the tract to store additional water above current ground level, or other solutions not yet identified.</p> <p>Selected design information, photos, and monitoring results are included as exhibits to this RFP for reference.</p>
<p>3. Scope of Project</p>	<p>The successful proposer will enter into a Professional Services Contract with Clark County to provide the services and deliverables described below and in Section IB.</p> <p>The scope is expected to include:</p> <ul style="list-style-type: none">• Project management• Stakeholder outreach and communications• Attendance/presentation at up to two (2) open houses for Philbrook Farms Homeowner's Association• Groundwater modeling, mounding analysis, and/or data evaluation to determine system capacity and needs• Design report, including alternatives analysis• 50%, 90%, and final engineering designs, cost estimates, and specifications• Final bid package in accepted county format <p>Draft versions of designs, estimates, final bid package and Design report will be provided to the county for review, and feedback will be incorporated in final deliverable versions.</p>
<p>4. Project Funding</p>	<p>Qualifications based selection, do not submit pricing.</p> <p>Funding will be provided by the Public Works Clean Water Division.</p>

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Philbrook Farms Tract D Stormwater Facility Design

<p>5. Title VI Statement</p>	<p>Title VI Statement</p> <p>Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p> <p>El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.</p> <p>La póliza del condado de Clark es garantizar que ninguna persona por motivos de raza, color, origen nacional o sexo según lo dispuesto en el Title VI of the Civil Rights Act de 1964, según enmendada, sea excluida por participar en, ser negado los beneficios de, o ser discriminado por cualquier programa o actividad patrocinada por el condado. Para preguntas relacionadas con el programa de Title VI de Obras Públicas del condado de Clark, o para servicios de interpretación o traducción para personas que no hablan inglés. O para que los materiales estén disponibles en un formato alternativo, comuníquese con el coordinador del Title VI de Obras Públicas del condado de Clark por correo electrónico a CCPW-TitleVI@clark.wa.gov o por teléfono a 564-397-4944. Las personas con problemas de audición / habla pueden llamar a Washington Relay Center al 711.</p> <p>For questions regarding Clark County Public Works' Title VI Program, or for interpretation or translation services for non-English speakers, or otherwise making materials available in an alternate format, contact Clark County Public Works' Title VI Coordinator via email at CCPW-TitleVI@clark.wa.gov or phone at 564-397-4944. Hearing/speech impaired may call the Washington Relay Center at 711.</p>																
<p>6. Timeline for Selection</p>	<p>The following dates are the intended timeline:</p> <table border="1" data-bbox="431 1283 1469 1766"> <tr> <td>Pre-submittal Meeting</td> <td>February 6, 2025</td> </tr> <tr> <td>Deadline for Questions and Answers</td> <td>February 19, 2025</td> </tr> <tr> <td>Final date for Addendum, if needed</td> <td>February 20, 2025</td> </tr> <tr> <td>Proposals Due</td> <td>February 26, 2025</td> </tr> <tr> <td>Proposal Review/Evaluation Period</td> <td>February 27 – March 7, 2025</td> </tr> <tr> <td>Selection Committee Recommendation</td> <td>March 14, 2025</td> </tr> <tr> <td>Contract Negotiation/Execution</td> <td>March 14 – May 6, 2025</td> </tr> <tr> <td>Contract Intended to Begin</td> <td>May 6, 2025</td> </tr> </table>	Pre-submittal Meeting	February 6, 2025	Deadline for Questions and Answers	February 19, 2025	Final date for Addendum, if needed	February 20, 2025	Proposals Due	February 26, 2025	Proposal Review/Evaluation Period	February 27 – March 7, 2025	Selection Committee Recommendation	March 14, 2025	Contract Negotiation/Execution	March 14 – May 6, 2025	Contract Intended to Begin	May 6, 2025
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Request for Proposal # 912
Philbrook Farms Tract D Stormwater Facility Design

<p>7. Employment Verification</p>	<p>The Proposer, if awarded the Contract, shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program before execution of the Contract. The Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon County request. Failure by Contractor to comply with this subsection shall be considered a material breach.</p> <p>(Sole Proprietors must submit a letter stating such.)</p>
<p>Section IB</p>	<p>Work Requirements</p>
<p>1. Required Services</p>	<p>The project requires production of engineering plans, modeling results, and design reports stamped by a professional engineer licensed in the State of Washington.</p> <p>The contractor must also communicate regularly with county staff and Homeowner’s Association representatives, and attend/present information at up to two (2) Open House events.</p>
<p>2. County Performed Work</p>	<p>Clark County has performed stormwater system and groundwater monitoring for several years under professional services contracts and through internal staff. We do not anticipate further groundwater or stormwater system data collection is needed.</p> <p>Clark County has installed a perimeter fence and code-activated locks to allow residents access to the site during periods when surface ponding is absent.</p> <p>The county project team includes the Public Works Clean Water Division Infrastructure Manager, Public Works Road Maintenance and Operations Manager, and Public Works Road Maintenance and Operations Superintendent for Water Quality.</p> <p>Clark County will provide Open House facilitation services through the Public Works Community Engagement and Inclusion section.</p>
<p>3. Deliverables & Schedule</p>	<p>The contractor will provide a schedule for completing the deliverables, to include:</p> <ul style="list-style-type: none"> • Modeling results • Design report • 50%, 90% and 100% design plans, cost estimates, and specifications • Final bid package to county standard • Presentation materials for Open House(s) <p>Clark County intends to solicit construction bids in early 2027 for construction during summer/fall 2027.</p>
<p>4. Place of Performance</p>	<p>Contract performance will take place primarily at the Proposer’s facility. Meetings with county staff may take place in the County’s facility, the Proposer’s facility, or a third-party location. Site visits and field meetings are also anticipated and will take place at the project location.</p>

Request for Proposal # 912 Philbrook Farms Tract D Stormwater Facility Design

<p>5. Period of Performance</p>	<p>A contract awarded as a result of this RFP will be for approximately eighteen (18) months and is intended to begin on May 6, 2025 and end October 31, 2026.</p> <p>The anticipated contract value is \$150,000 including extensions. Final contract value will be determined by approved funding.</p> <p>Clark County reserves the right to extend the contract resulting from this RFP for a period of one (1) additional year, with the same terms and conditions, with the exception of cost, by service of a written notice of its intention to do so prior to the contract termination date. Cost for an additional option year shall be reviewed prior to extension of the contract.</p> <p>The county also reserves the right to terminate the contract, with thirty (30) days written notice, at any time if the requirements of the contract are not being met satisfactorily, solely in the county's judgment.</p>
<p>6. Prevailing Wage Applicable to all public work as defined in RCW 39.04.010(4) Public Works Definition</p>	<p>Pursuant to Washington State RCW 39.12 PREVAILING WAGES ON PUBLIC WORKS all work identified in this project as a public work requires the contractor to pay Washington State prevailing wages and file all affidavits of intent to pay with the WA State Dept of Labor & Industries.</p> <p>Contractors shall meet the requirements for Prevailing Wage and public works requirements, per RCW 39.04.350 BIDDER RESPONSIBILITY CRITERIA – SWORN STATMENT – SUPPLEMENTAL CRITERIA.</p> <p>For this project select the Clark County rates that apply on the proposal closing date from either of these sites:</p> <p>http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates</p> <p>Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries.</p> <p>A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the proposed items of this contract.</p>
<p>7. Debarred/Suspended</p>	<p>Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.</p> <p>All proposer's must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form with their proposal to be eligible to participate.</p>
<p>8. Americans with Disabilities Act (ADA) Information</p>	<p>Clark County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing ADA@clark.wa.gov or by calling 564-397-2322.</p>

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Philbrook Farms Tract D Stormwater Facility Design

<p>9. Public Disclosure</p>	<p>This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.</p> <p>If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY". The County will notify the Respondent or Proposer in writing of the request and allow the Respondent or Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.</p>
<p>10. Insurance/Bond</p>	<p>A. <u>Waiver of Subrogation</u> All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of subrogation prior to a loss. Contractor hereby waives its own right of subrogation against County and shall require similar written express waivers and insurance clauses from each of its subcontractors.</p> <p>B. <u>Proof of Insurance</u> Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30-day written notice by mail to the County. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.</p> <p>C. <u>Worker's Compensation</u> As required by the industrial insurance laws of the State of Washington.</p> <p>D. <u>Automobile</u> If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.</p> <p>E. <u>Commercial General Liability (CGL) Insurance</u> Written under ISO Form CG0001 or its latest equivalent with minimum limits of \$2,000,000 per occurrence and in the aggregate for each one-year policy period. Personal and Advertising Injury \$1,000,000 and General Aggregate \$1,000,000. This policy must renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights,</p>

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	<p>or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Clark County needs to be listed as additional insured.</p> <p>F. Professional Liability (aka Errors and Omissions) The Proposer shall obtain, at Proposer's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence. The deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Proposer's liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.</p> <p>G. Umbrella Liability Coverage Umbrella Coverage in the amount of \$1,000,000 shall be provided and will apply over all liability policies without exception, including Commercial General Liability and Automobile Liability.</p> <p>H. Additional Insured Clark County, its officers, employees and agents, will be named on all policies of contractor and any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.</p> <p>All policies must have a Best's Rating of A-VII or better.</p>
11. Plan Holders List	<p>All proposers are required to be listed on the plan holders list.</p> <ul style="list-style-type: none">✓ Prior to submission of proposal, confirm your organization is on the Plan Holders List below: <p>To view the Plan Holders List, click on the link below or copy and paste into your browser. Clark County RFP site: https://clark.wa.gov/internal-services/purchasing-overview</p> <ul style="list-style-type: none">• If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion.• Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

Request for Proposal # 912

Philbrook Farms Tract D Stormwater Facility Design

Part II Proposal Preparation and Submittal

Section IIA	Pre-Submittal Meeting / Clarification
1. Pre-Submittal Meeting	<p>A pre-submittal meeting will be held on Thursday, February 6, 2025 at 1:00 pm, via Microsoft Teams.</p> <p>Attendees shall email Jeff Schnabel at jeff.schnabel@clark.wa.gov to request the meeting invite.</p>
2. Proposal Clarification	<p>Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page.</p> <p>The deadline for submitting such questions/clarifications is February 19, 2025 by 5:00 pm.</p> <p>An addendum will be issued no later than February 20, 2025 to all recorded holders of the RFP if a substantive clarification is in order.</p> <p>The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.</p> <p>Clark County RFP site: https://clark.wa.gov/internal-services/request-proposal-1</p>
Section IIB	Proposal Submission
1. Proposals Due	<p>Sealed proposals must be received no later than the date, time and location specified on the cover of this document.</p> <p>The outside of the envelope/package shall clearly identify:</p> <ol style="list-style-type: none"> 1. RFP Number and; 2. TITLE and; 3. Name and Address of the Proposer. <p>Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.</p> <p>Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.</p>
2. Proposal	<p>Proposals must be clear, succinct and not exceed fifteen (15) pages, excluding resumes, coversheet and debarment form. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.</p> <p>For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u>.</p> <p>The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as</p>

Request for Proposal # 912

Philbrook Farms Tract D Stormwater Facility Design

	<p>reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.</p> <p>Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.</p> <p>All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.</p> <p>Additional support documents, such as sales brochures, should not be included with each copy unless otherwise specified.</p>
Section IIC	Proposal Content
1. Cover Sheet	This form is to be used as your proposal Cover Sheet. See Cover Sheet - Attachment A.
2. Project Team	Include the title and a short summary of each project team member expertise and capabilities, with the option to attach resumes for key team members.
3. Management Approach	Successful proposers will include clear, logical methodologies and timelines for completing the scope of work. To achieve this, the project team should outline their approach including important technical considerations, and an idea of how to achieve key tasks and deliverables in the designated time frame.
4. Respondent's Capabilities	Please describe your team's readiness to proceed on this scope of work including the expertise and capabilities of the project team, necessary partnerships, or subcontractors to successfully complete this work.
5. Project Approach and Understanding	Describe how you understand the project and your approach to successfully completing the project.
6. Proposed Cost	This is a qualifications-based selection process, do not submit cost with proposal.

Request for Proposal # 912

Philbrook Farms Tract D Stormwater Facility Design

Part III Proposal Evaluation & Contract Award

Section IIIA	Proposal Review and Selection								
1. Evaluation and Selection:	Proposals received in response to this RFP will be evaluated by a Review Committee. The committee may require an interview or presentation.								
2. Evaluation Criteria Scoring	<p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.</p> <p>A one hundred (100) point system will be used, weighted against the following criteria:</p> <table border="1" data-bbox="410 674 1443 1094"> <tbody> <tr> <td data-bbox="410 674 1377 825">Technical Merit: This criterion evaluates the technical merit of the proposal, and the applicant's comprehensive understanding of planning and designing capital projects involving retrofit and repair of failing stormwater facilities. The proposal addresses stakeholder coordination, meetings, communications, and design considerations.</td> <td data-bbox="1377 674 1443 825">50</td> </tr> <tr> <td data-bbox="410 825 1377 940">Project Team Capabilities: This criterion evaluates readiness to proceed on the scope of work. This includes an evaluation of the expertise and capabilities of the consultant team. Work history, examples, and references will be considered.</td> <td data-bbox="1377 825 1443 940">25</td> </tr> <tr> <td data-bbox="410 940 1377 1035">Quality of the Proposal Submittal: A clear, concise proposal that addresses the RFP and demonstrates understanding of the requested work.</td> <td data-bbox="1377 940 1443 1035">25</td> </tr> <tr> <td data-bbox="410 1035 1377 1094" style="text-align: right;">Total Points</td> <td data-bbox="1377 1035 1443 1094">100</td> </tr> </tbody> </table>	Technical Merit: This criterion evaluates the technical merit of the proposal, and the applicant's comprehensive understanding of planning and designing capital projects involving retrofit and repair of failing stormwater facilities. The proposal addresses stakeholder coordination, meetings, communications, and design considerations.	50	Project Team Capabilities: This criterion evaluates readiness to proceed on the scope of work. This includes an evaluation of the expertise and capabilities of the consultant team. Work history, examples, and references will be considered.	25	Quality of the Proposal Submittal: A clear, concise proposal that addresses the RFP and demonstrates understanding of the requested work.	25	Total Points	100
Technical Merit: This criterion evaluates the technical merit of the proposal, and the applicant's comprehensive understanding of planning and designing capital projects involving retrofit and repair of failing stormwater facilities. The proposal addresses stakeholder coordination, meetings, communications, and design considerations.	50								
Project Team Capabilities: This criterion evaluates readiness to proceed on the scope of work. This includes an evaluation of the expertise and capabilities of the consultant team. Work history, examples, and references will be considered.	25								
Quality of the Proposal Submittal: A clear, concise proposal that addresses the RFP and demonstrates understanding of the requested work.	25								
Total Points	100								
Section IIIB	Contract Award								
1. Consultant Selection	<p>The County will determine the most qualified proposer based on the evaluation criteria listed using predetermined weights, the attributes of the Proposers and the overall responsiveness of the Proposal. If the County does not reach a favorable agreement with the top Proposer, the County shall terminate negotiations and begin negotiations with the next qualified Proposer. If the County is unable to reach agreeable terms with either Proposer, they may opt to void the RFP and determine next steps.</p> <p>Clark County reserves the right to accept or reject any or all proposals received, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP. Clark County reserves the right to award the contract based on the best interests of the County.</p>								
2. Contract Development	<p>The proposal and all responses provided by the successful Proposer may become a part of the final contract.</p> <p>The form of contract shall be the County's Contract for Professional Services.</p>								
3. Award Review	<p>The public may view Request for Proposal documents by submitting a public records request at www.clark.wa.gov.</p>								
4. Orientation/Kick-off Meeting	<p>A kick-off meeting will be scheduled shortly after the final contract is executed.</p>								

Request for Proposal # 912 Philbrook Farms Tract D Stormwater Facility Design

Attachment A: COVER SHEET

General Information:

Legal Name of Proposing Firm	
Street Address	
City State Zip Code	
Contact Person Title	
Phone	
Program Location (if different than above)	
Email Address	
Tax Identification Number	

ADDENDUM:

Proposer shall acknowledge receipt of Addenda by checking the appropriate box(es).

None 1 2 3 4 5 6

NOTE: Failure to do so, shall render the proposer non-responsive and therefore be rejected.

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Council and required approvals.

Authorized Signature of Proposing Firm

Date

Printed Name

Title

**Request for Proposal # 912
Philbrook Farms Tract D Stormwater Facility Design**

Attachment B: LETTER OF INTEREST

Legal Name of Proposing Firm	
Street Address	
City State Zip Code	
Contact Person Title	
Phone	
Program Location (if different than above)	
Email Address	

- All proposers are required to be included on the plan holders list.
- If your organization is NOT listed, submit the ‘Letter of Interest’ to ensure your inclusion.

Email Letter of Interest to: Koni.Odell@clark.wa.gov and Priscilla.Mason@clark.wa.gov

Clark County web link: <https://clark.wa.gov/internal-services/request-proposal-1>

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

**Request for Proposal # 912
Philbrook Farms Tract D Stormwater Facility Design**

Attachment C



Clark County, Washington

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Company Name

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.



Philbrook Tract D storm2



1: 1,128



WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.



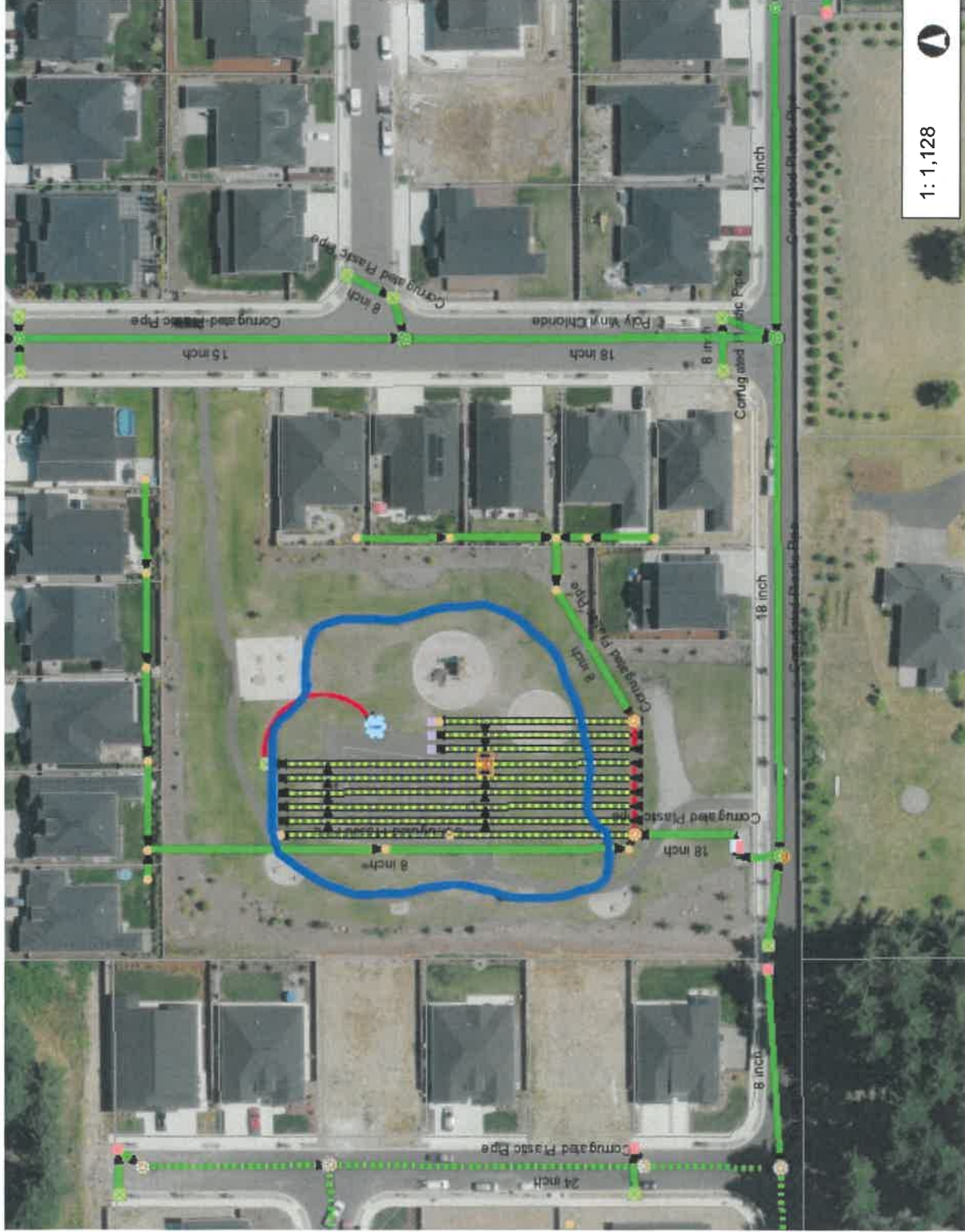
Legend

- Inlet/Outlet**
 - Unspecified
 - Catch Basin
 - Curb Inlet
 - Combination Inlet
 - Field Inlet
 - Area Drain
 - Downspout
 - Linear Inlet
 - Bioretention Riser
 - Curb Cut
 - Special Inlet
 - Outlet Bubbler
 - Other
- Discharge Point**
- Flow Control**
 - Inlet
 - Manhole
 - Orifice Plate
 - Weir
 - Other
- Storage Treatment**
 - Coalescing Plate Oil/Water Separator
 - Filterra Box

Notes:



Philbrook Tract D

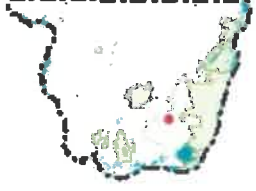


188.0 0 94.00 188.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

1: 1,128

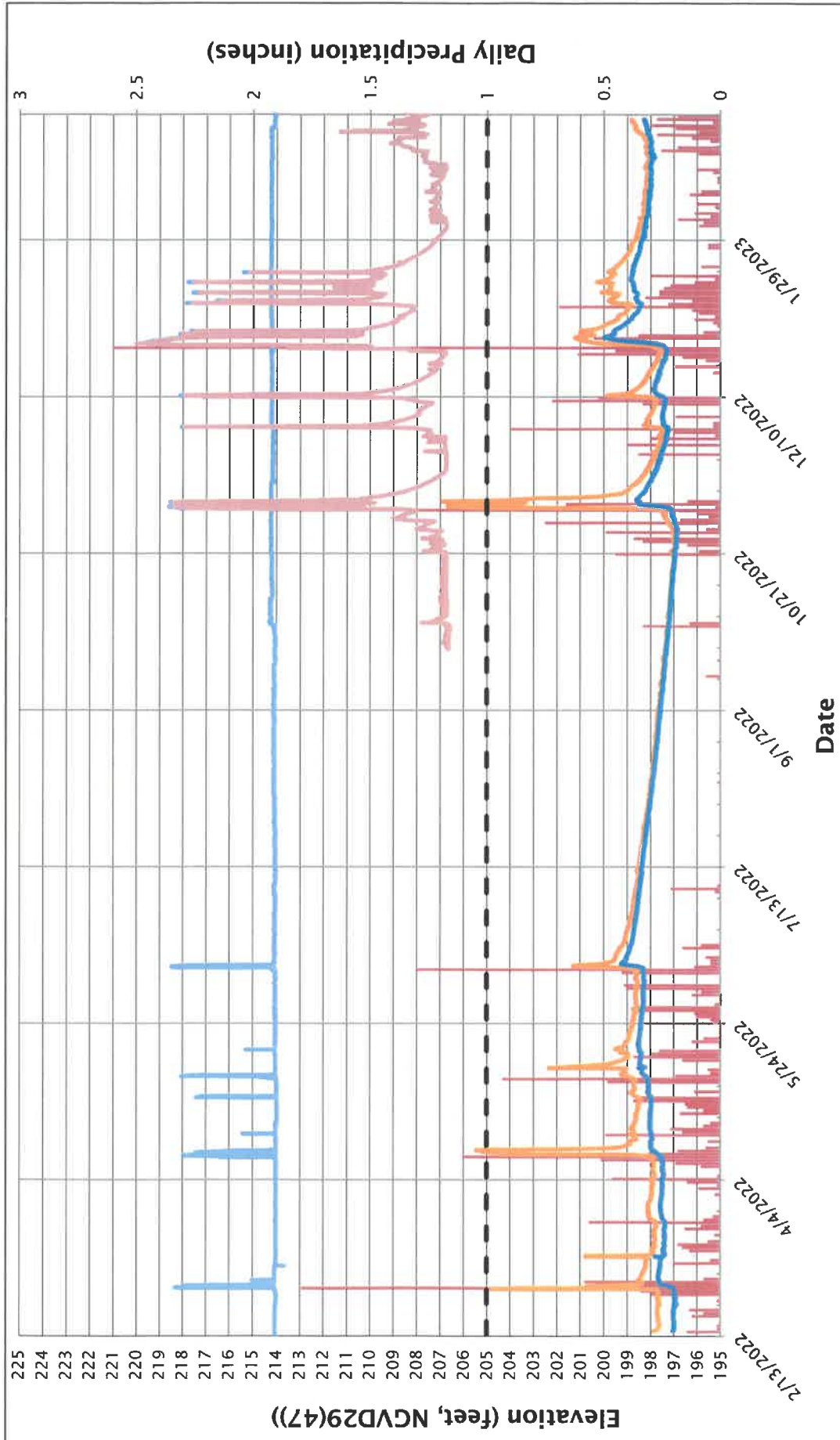
This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.



Legend

- Inlet/Outlet**
 - Unspecified
 - Catch Basin
 - Curb Inlet
 - Combination Inlet
 - Field Inlet
 - Area Drain
 - Downspout
 - Linear Inlet
 - Riser
 - Curb Cut
- Discharge Point**
- Flow Control**
 - Inlet
 - Manhole
 - Orifice Plate
 - Weir
- Storage Treatment**
 - Foil Dispersion
 - Coalescing Plate Oil/Water Separat
 - Filterra Box
 - Sand Filter Open
 - Modular Detention System
 - Media Filter Drain

Notes:



Rainfall reported at Weather Station GHCND:USW00094298 VANCOUVER PEARSON AIRPORT, WA US (45.62102 N, 122.65421 W), located about 6.8 miles south of the project site. NGVD29(47) elevations were determined by subtracting 3.6 feet from NAVD88 contours.

- █ Daily Precipitation
- █ MW-1 Water Level Readings (Transducer)
- █ MW-2 Water Level Readings (Transducer)
- Bottom of Chamber
- █ Tract D Sump Overflow Water Level Readings
- █ Tract D Bottom of Chamber

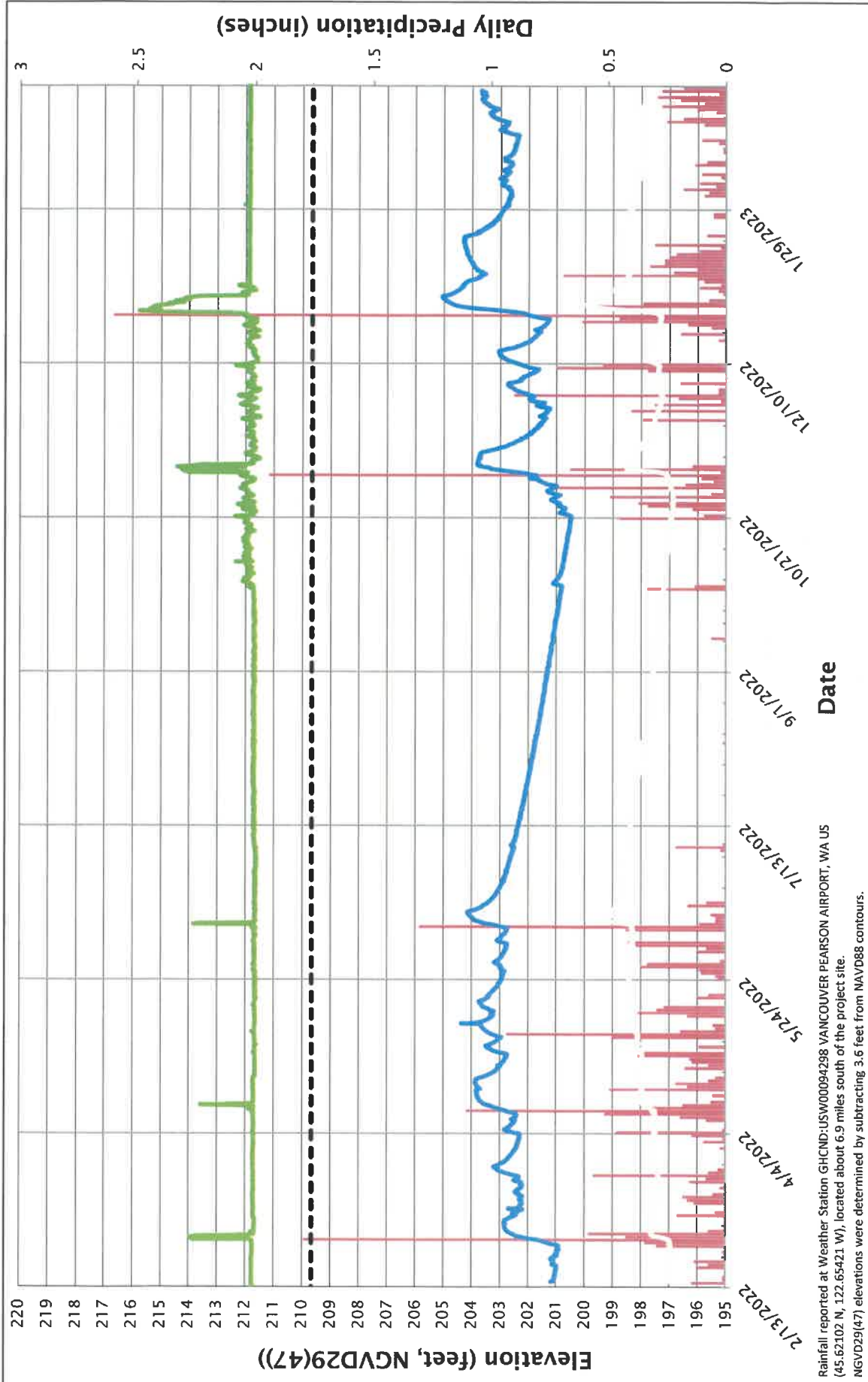
- FEATURE ELEVATIONS:**
- Basketball Court = 217 feet
 - Top of Chamber = 210 feet
 - Top of Gravel = 211 feet
 - Base of Chamber = 205 feet
 - Base of Gravel = 204 feet

- STORM DESIGN ELEVATIONS:**
- 100-year storm = 218.91 feet
 - 10-year storm = 213.43 feet
 - 2-year storm = 208.37 feet

FIGURE C1
Tract D Groundwater Elevations and Rainfall

APRIL 2023





Rainfall reported at Weather Station GHCND:USW00094298 VANCOUVER PEARSON AIRPORT, WA US (45.62102 N, 122.65421 W), located about 6.9 miles south of the project site. NGVD29(47) elevations were determined by subtracting 3.6 feet from NAVD88 contours.

- █ Daily Precipitation
- MW-3 Water Level Readings (Transducer)
- - - Bottom of Chamber
- Tract B Sump Water Level Readings
- MW-2 Water Level Readings (Tract D)

- FEATURE ELEVATIONS:**
- Field/Pond = 213 feet
 - Top of Chamber = 211 feet
 - Top of Gravel = 211.5 feet
 - Base of Chamber = 209.67 feet
 - Base of Gravel = 209.17 feet

- STORM DESIGN ELEVATIONS:**
- 100-year storm = 214.75 feet
 - 10-year storm = 212.75 feet
 - 2-year storm = 210.89 feet

FIGURE C2
Tract B Groundwater Elevations and Rainfall

APRIL 2023



Example Photos:



Philbrook Farms Tract D dry



Philbrook Farms Tract D 11122021 event



Philbrook Farms Tract D 11122021 west extent



Philbrook Farms Tract D 11122021 east extent



Philbrook Farms Tract D 11122021 north extent