



City of Mercer Island General Sewer Plan Update Request for Qualifications (RFQ), No. 25-28

Date of Release: May 5, 2025

RFQ Submittal Due: May 27, 2025 at 2:00 PM

Contact: Chris Marks, Utilities Engineer | Chris.Marks@mercerisland.gov

INTRODUCTION

The City of Mercer Island ("City") is requesting written Statements of Qualifications (SOQs) from qualified firms to update the City's General Sewer Plan (GSP) in accordance with the Washington Administrative Code (WAC) 173-240-050 and Revised Code of Washington (RCW) 90.48.110. In addition, the selected firm will develop the City's first systemwide hydraulic model, which will serve as a baseline for identifying capacity issues and prioritizing future reinvestment needs.

The City's sewer service area encompasses the entirety of Mercer Island ("Island"), located in the southern half of Lake Washington, and serves a population of approximately 24,000. The system includes approximately 105 miles of gravity mains, 2,400 manholes, 17 pump stations, 1 flush station, and 12 miles of low-pressure Lakeline system. The system discharges flow to King County Department of Natural Resources (KCDNR) interceptors at the northern and southern ends of the Island for ultimate treatment and disposal.

The City's service area does not include two small, privately owned collection systems that serve the Shorewood Apartment Complex and the Covenant Shores Development. The Shorewood system discharges directly to KCDNR facilities, while the Covenant Shores system connects directly to the City's Lake Line system.

The Island is largely built out, with future growth anticipated primarily through redevelopment in the Town Center. The existing system is aging and will continue to require investment to meet the City's level of service goals. The City's public-facing GIS map of the sewer system is available at the following link:

<https://chgis1.mercergov.org/Html5Viewer/Index.html?viewer=PubMaps&layerTheme=&scale=46254.1127874837&layers=2x8DVy¢er=1302229.4734601325%2C206314.97422520508>

BACKGROUND

The City seeks to update its GSP and submit it for review and approval to the Washington State Department of Ecology (DOE), in accordance with RCW 90.48.110 and WAC 173-240-050, as well as be consistent with King County Code 13.24 (Water and Sewer Comprehensive Plans). The City's current GSP,

dated November 2018, was approved by DOE on January 22, 2019, and King County on January 31, 2019. The approved plan is available at the following link:

https://www.mercerisland.gov/sites/default/files/fileattachments/public_works/page/11031/mercer_island_general_sewer_plan_printready_final_november2018.pdf

In addition to updating the GSP, the City intends to develop its first systemwide hydraulic model. This model will serve as a foundational tool to assess sewer system capacity, evaluate impacts from future development and land use changes, and prioritize capital reinvestment and rehabilitation projects. To support model development, it may be necessary to install temporary flow meters and rain gauges at various locations throughout the sewer collection system.

Development of this model, including modeling of the Lake Line system, was identified as a priority project in the 2018 General Sewer Plan (Project G-2). The model should be recalibrated approximately every 10 years, in coordination with future updates to the GSP. Flow data collected through the City's ongoing pump station and pipe flow monitoring projects will be incorporated to assist with the model development and future recalibrations.

The City has already completed a hydraulic model for the Town Center area. Data from the Town Center model should be incorporated into the systemwide hydraulic model to ensure a comprehensive and accurate representation of the sewer system.

SCOPE OF WORK

This RFQ is issued to solicit qualified Consultants to prepare updates to the City's current GSP and to develop a systemwide hydraulic model. As part of this SOQ, Consultants must demonstrate experience in providing these services to public agencies. The selected Consultant shall be responsible for completing all tasks necessary to deliver the GSP and hydraulic model in compliance with all regulatory agency guidelines and standards, including all efforts outlined within this RFQ.

Project Details

This preliminary scope of work is presented as a reference. The selected firm will work with the City to develop the final scope of work.

- Review existing plan to identify required updates in compliance with WAC 173-240-050 and King County Code.
- Review and incorporate current regulations, ordinances, and studies.
- Review and document system updates and modifications since the previous plan.
- Complete the Sewer System Hydraulic Model and Capacity Evaluation.
- Update the Sewer System Map to indicate trouble areas and CIP projects.
- Identify potential locations for permanent flow monitoring installations.
- Develop a 20-year CIP, prioritized projects with budget estimates
- Develop a 20-year work plan for tasks other than capital projects
- Provide an Operations and Maintenance Summary and Recommendations
- Review and update sewer policies, criteria, and standard details

- Complete a Financial Analysis Update.
- Prepare a Non-Project SEPA Checklist
- Perform other tasks as required to complete the GSP and obtain approval from the Utility Board, City Council, KCDNR and the DOE.

Project Timeline

The systemwide hydraulic model must be completed by November 14, 2025 and the GSP by December 2027.

SUBMITTAL DETAILS

Submittal Requirements

Please include the following in your submittal:

Cover Letter/Statement of Interest: Describe your interest in this project.

Project Team: Provide a brief description of the individuals on the consultant team, including their relevant experience, qualifications, and percentage of time available to work on the project. Additionally, please provide information demonstrating the organizational structure of your team, who will be the principal project manager throughout the process, reporting relationships between members, and the physical location of the offices from which the work will be performed. The team may consist of multiple firms with focused areas of expertise.

Project Experience: Please provide the following information for three to four similar projects completed by the firm or team within the last five years:

- Description of project, location, and status
- Description of professional services provided by the consultant team
- Project results and challenges
- Initial project budget, final cost, and end date (if applicable)
- Primary client contact for the project (name, title, address, phone number, and email)

Project Understanding, Approach, and Schedule: Describe your team's approach to meeting the City's needs and how the proposed team will work with City staff to complete the project. Qualified firms should demonstrate knowledge and understanding of:

- General Sewer Plan requirements
- Comprehensive hydraulic model development and calibration
- Regulatory coordination with DOE and King County Utility Technical Review Committee
- Sewer system asset management and capital planning
- Capacity assessment and analysis of impacts from future growth and redevelopment

Include a high-level timeline that identifies major proposed tasks and products, including how frequent check-in meetings will occur, when deliverables will be expected, and providing two-week periods for staff to review documents. Where applicable, the timeline should also demonstrate commitment to completing the design and bid-ready documents.

References: Provide three references from clients for whom your firm has performed similar work within the last five years. Include contact name, current phone number, and current e-mail address for all references.

Disclosure of Conflict of Interest: Disclose any potential conflict of interest due to any other clients, contracts, or property interests regarding private development of any property within the City of Mercer Island.

Submittal Format & Deadline

- Submit PDF proposals electronically to bids@mercerisland.gov no later than **2:00 pm on May 27, 2025**. Include **RFQ 25-28 General Sewer Plan Update** on the subject line of the email.
- All submittals shall be clearly titled: **RFQ 25-28 General Sewer Plan Update**
- Please limit submittals to **20 pages** using at least 10 pt font (not including cover letter/statement of interest, project team resumes, or work samples).
- Upon receipt of each proposal, the City will provide the firm with an acknowledgment of receipt. All proposals received will become the property of the City and will not be returned.
- The City reserves the right to reject any or all responses received for this solicitation; to extend the submission due date for; to modify, amend, reissue, or rewrite this document; and to procure any or all services by other means.
- Direct all submittal questions to Chris Marks, Utilities Engineer at chris.marks@mercerisland.gov, no later than **May 16, 2025**. It is the obligation and responsibility of the submitter to learn of addendums, responses, or notices issued by the City relative to this RFQ. These will be posted on the City website at www.mercerisland.gov/rfps.

Conditions of Submittal

Costs for Development of Submittals: All costs for developing submittals in response to this RFQ are the obligation of the consultant and are not chargeable to the City. All submittals will become property of the City and will not be returned. Submittals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the Project Contact listed on this RFQ. Submittals cannot be withdrawn after the published close date.

Agreement Form: The consultant selected by the City will negotiate a scope and fee schedule. The City's standard professional services agreement (PSA) form, which is attached as Appendix 1, will be used for this project. By submitting qualifications, consultants acknowledge and agree to the terms and conditions.

Americans with Disabilities Act (ADA) Information: This material can be made available in an alternate format by calling 206-275-7833.

Non-Discrimination: The City of Mercer Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

SELECTION PROCESS

The City anticipates using the following general timeline for evaluating proposals and initiating a contract in response to this solicitation.

Milestone	Date
RFQ release	May 5, 2025
Deadline for questions	May 16, 2025
City response to questions	May 21, 2025
Submittals due	May 27, 2025 at 2:00 PM
Evaluation period**	May 28, 2025 – June 13, 2025
Contract awarded	July 1, 2025
Project kick-off	July 8, 2025
Final Comprehensive Hydraulic Model	November 14, 2025
Final Approved GSP	December 2027

***The evaluation period may include developing and notifying a short-list of firms, interviewing selected firms, checking references, and/or other activities the City deems necessary to successfully complete this search.*

Evaluation Criteria

Submittals will be evaluated using the following criteria:

Project Understanding and Methodology: The submittal demonstrates thorough understanding of the project; how the team plans to address the needs of the City; and the team's unique qualities as they relate to the project. It demonstrates the ability to produce quality deliverables; and a sound approach that will meet the proposed timeline. [30 points]

Project Team Qualifications and Experience: The submittal provides a complete and comprehensive organizational chart or similar explanation of team members' roles and responsibilities, including a summary of each firm on the team, office locations, number of staff, and area(s) of expertise. It demonstrates the team's strengths and unique qualities as well as the team's analysis and design meet the needs of the project. [25 points]

Relevant Project Experience: The submittal demonstrates relevant and successful experience with similar street-related capital design projects. [20 points]

Project Schedule/Deadlines: Demonstrate the ability of the team to meet the proposed project schedule(s), including assigned staff availability. [20 points]

Organization and Clarity of Proposal: The submittal clearly and effectively outlines the project team's qualifications and ability to successfully meet the needs of the City and the project as well as contains all requirements outlined in this RFQ. Documents should be well written, organized coherently, and demonstrate the project team's ability to communicate complex information to a variety of audiences. [5 points]

All responses to this request will be screened for eligibility. A selection panel will rate eligible responses, according to the criteria listed above, and may conduct reference checks as part of the process. If there is

insufficient information, the City reserves the right to request additional information and to interview firms to discuss their qualifications. This solicitation does not obligate the City to award a contract to any respondent. The final selection is the sole decision of the City, and the respondents to this formal request have no guaranteed appeal rights or procedures. At its option, the City reserves the right to waive as informality any irregularities in proposals and/or to reject any or all proposals. It is anticipated that a firm will be selected from this process and a contract will be negotiated. If the City selects a firm to provide design services, the successful firm shall be issued in writing a Notice of Selection.

ATTACHMENTS

- Attachment 1: Sample City of Mercer Island Agreement for Professional Services

**CITY OF MERCER ISLAND, WASHINGTON
AGREEMENT FOR PROFESSIONAL SERVICES FOR
[INSERT TITLE OF AGREEMENT/SERVICES]**

Contract Number (ERP):

If applicable, project name/ CIP project number:

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") dated [insert date agreement drafted] is effective on the date the Agreement is fully executed by the Parties. The Parties to this Agreement are the CITY OF MERCER ISLAND, a Washington municipal corporation ("City") and [insert full legal name of consultant], a [insert state where formed] [choose type of person or entity] ("Consultant").

1. SERVICES BY CONSULTANT

Consultant shall perform the services described in the scope of work attached hereto as Exhibit "A", along with any Specifications, Addenda, and other Exhibits attached hereto, which documents are incorporated by this reference, ("Services"), in a manner consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or their designee.

2. PAYMENT

2.1 City shall pay Consultant for the Services: (check one)

- ☐ **Hourly:** \$ per hour, plus actual expenses, but not more than a total of \$.
- ☐ **Fixed Sum:** not to exceed \$.
- ☐ **Other:** .

2.2 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

2.3 All invoices shall be paid by mailing a City warrant within 45 days of receipt of a proper invoice.

2.4 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representative for three (3) years after final payment. Copies shall be made available on request.

2.5 If the Services do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such Services until the work meets the requirements of the Agreement.

3. NON-DISCRIMINATION AND COMPLIANCE WITH LAWS

3.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

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- 3.2 Consultant shall comply with and perform the Services in compliance with all federal, state, and local laws and ordinances, as now existing or hereafter adopted or amended.
- 3.3 Violation of this Paragraph III shall be a material breach of this Agreement and may result in ineligibility for further work for the City.

4. TERM AND TERMINATION OF AGREEMENT

- 4.1 This Agreement shall commence on the effective date of this Agreement and shall remain in effect until completion of the Services and final payment, but in any event, no later than ("Term").
- 4.2 This Agreement may be terminated immediately by the City with or without cause. The Consultant may terminate this Agreement upon thirty (30) days written notice, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation at the rate set forth in Paragraph II for any satisfactory work completed prior to the date of termination.

5. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Consultant shall not be held liable for reuse of documents or modifications thereof by City or its representatives for any purpose other than the intent of this Agreement.

6. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ of the City of Mercer Island, or their designee, shall be City's representative and shall oversee and approve all Services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

7. HOLD HARMLESS

- 7.1 Consultant shall defend, indemnify, and save harmless the City, its officers, elected officials, agents, volunteers, and employees from any and all costs, claims, injuries, damages, losses, suits, judgments, or awards of damages (including costs and attorney fees), arising out of or in any way resulting from the acts, errors or omissions of Consultant, its officers, employees, and agents in performing this Agreement. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, agents, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. Consultant waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated by the parties. Consultant's indemnification shall not be limited in any way by any

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limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

7.2 The provisions of this Section shall survive the expiration or termination of this Agreement.

8. INSURANCE

8.1 Consultant agrees to carry and maintain insurance per this section for the duration of this Agreement. Such insurance, as a minimum, be in such form and with such carriers who have a current A.M. Best rating of not less than A:VII or other industry rating which is satisfactory to the City. The City, at its discretion, may require additional types and greater limits of insurance coverage commensurate with the risk associated with the performance of the Services.

- A. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington.
- B. Commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- C. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. If necessary, the policy shall be endorsed to provide contractual liability coverage, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- D. Professional liability insurance appropriate to the Consultant's profession with limits of no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

8.2 The insurance policies for Commercial General Liability and Automobile Liability shall contain the following endorsements or provisions:

- A. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- B. The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including without limitation the additional insured endorsement evidencing the insurance requirement of the Consultant before commencement of the Services. Consultant's failure to maintain such insurance policies as required shall constitute a material breach of this Agreement, upon which the City may, after giving five business days' notice to the

ATTACHMENT 1

Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

- 8.3 If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
- 8.4 The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available in law or in equity.
- 8.5 The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the Services under this Agreement.

9. SUBLETTING OR ASSIGNING CONTRACT

Neither City nor Consultant shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other party.

10. FUTURE SUPPORT

City makes no commitment and assumes no obligations for the support of Consultant's activities except as set forth in this Agreement.

11. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an Independent Contractor and the City shall be neither liable nor obligated to pay Consultant sick leave, vacation pay, or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes as due.

12. NON-APPLICATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts after the end of the current fiscal periods, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

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13. GENERAL PROVISIONS

This Agreement, and any Specifications, Addenda, and other Exhibits attached hereto, contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs, and assigns. Any provision of this Agreement which is declared invalid, or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs, and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. In the event of a conflict between Exhibit A, Scope of Services, and this Agreement, this Agreement shall be controlling. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20____.

CONSULTANT:

CITY:

[INSERT FULL LEGAL NAME OF CONSULTANT]

CITY OF MERCER ISLAND

By: _____
Name: [insert full legal name of signator]
Title: [insert title of signator]

By: _____
Jessi Bon
City Manager

Tax ID No.

9611 SE 36th Street
Mercer Island, WA 98040

Address:

Staff name:
Staff phone:
Staff email:

Phone:

Email:

Approved as to form:

By: _____
Bio Park
City Attorney