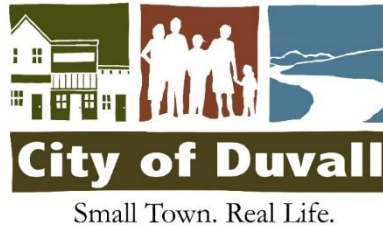


CITY OF DUVALL



Transportation and Land Application of Biosolids 2026 - 2028

REQUEST FOR PROPOSALS

ISSUE DATE: December 16th, 2025
SUBMITTALS DUE: January 8th, 2026, 3:00 PM PDT



1.1 REQUEST FOR PROPOSALS

The City is seeking a vender to receive, transport, and perform beneficial land applications of the City's biosolids in accordance with [WAC 173-308-310](#). The contractor must provide the appropriate equipment, labor, testing, indemnification, and any and all other items necessary to complete the described work.

By submitting a proposal, the contractor acknowledges that it has reviewed Attachment A (Sample Services Contract) and accepts all terms as written. The City will not amend the contract after submittal unless approved by the City Attorney. If the contractor has partnered with another governing agency that holds an existing contract acceptable to the City, that contract may be used in place of Attachment A.

1.2 CITY BACKGROUND

The City of Duvall lies in the northeast corner of King County, just a short drive from Monroe, Redmond, Bellevue, Carnation, and Woodinville. Bordered to the east by the Cascade Mountains and foothills, and the beautiful Snoqualmie River and farming valley to the west. Contractors should consider the following factors when preparing their bid proposals:

- The City produces approximately 25 wet tons per week, and the material must be hauled away from the Wastewater Treatment Plant at least weekly.
- Contract is anticipated to **begin March 1, 2026** and extend through **February 29, 2028**, with the ability to extend another year through **February 28th, 2029**. The submitted unit bid price per wet ton will be used as the contract's unit price through December 31, 2026. Inflation adjustments are explained in Section 4 of the contract. Changes to the unit price following the vender selection is grounds to terminate negotiations and select the next highest scoring vender.
- The contractor must provide at least one trailer, **no more than 35 feet in length**, to be stored at the City's Wastewater Treatment Plant and loaded with biosolid material by the City.
- The Contractor must possess and maintain the appropriate permits and licensing required by the Department of Ecology (DOE) through the life of the contract.
- The material must be hauled and applied to a DOE approved beneficial use facility.

Find more information about the City at www.duvallwa.gov.

1.3 POINT OF CONTACT

Please direct any questions concerning this RFP to the City's Project Manager listed below. Only written questions will be considered. Submit questions in the form of a .pdf document attached to an e-mail. Questions received after the deadline identified in the



Proposed Timeline may not be considered. Unauthorized contact regarding this RFP with other City employees may result in disqualification of a submittal. Any oral communications will be considered unofficial and non-binding on the City.

City Contact:

Benjamin Sackett, EIT, Project Manager

City of Duvall

PO Box 1300 Duvall, WA 98019

Phone: 425-667-9766

Email: benjamin.sackett@duvallwa.gov CC: PM@duvallwa.gov and bids@duvallwa.gov

Questions will be answered in writing and posted on the project website’s Current Projects, Bid Opportunities section at: <https://www.duvallwa.gov/303/Current-Projects>. It is the responsibility of individual firms, associations, groups and organizations to check this website for any amendments or Q&As related to this RFP.

1.4 SOLICITATION & SELECTION SCHEDULE

Schedule of Events	Date	Notes
Formal solicitation	Wednesday, Dec. 16, 2025	Advertised in the Seattle Times, OMWBE Board, and Duvall Projects Webpage
Deadline for questions	Monday, Jan. 5, 2026 by 1:00 PM PDT	Submit questions in .pdf form to City Project Manager <u>by e-mail only</u> . Questions will be answered as soon as possible.
City final response to questions	Monday, Jan. 5, 2026 by EOD	Questions and responses will be posted on the project website listed below under Questions & Answers
<u>Proposals Due</u>	Thursday, Jan. 8, 2026, by 3:00 PM PDT	
City selects successful proposer	Tuesday, Jan. 13, 2026, EOD	Deadline may be pushed back depending on the level of responses.
Contract Awarded by City Council	Tuesday, Feb. 3, 2026	Will be extended to later Council Meeting if additional negotiation time is needed.
Anticipated start	Sunday, March 1, 2026	



1.5 ADVERTISEMENT

Seattle Times

Dec. 16 and Dec. 23, 2025

Office of Minority & Women Owned Bus. Enterprises Dec. 16, 2025

1.6 SELECTION CRITERIA

Responses may be reviewed by staff alone, or by a committee consisting of staff from Public Works, other City Staff, and/or anyone appointed by the Mayor. Scoring will be out of 100 possible points and proposals shall not exceed 10 pages in length. Evaluation of responses will be based on the following:

1. A per wet ton unit price. (40 points)
 - a. *Price scoring will award 40 points to the lowest unit price. All other prices will be prorated using the formula: (Lowest Price ÷ Submitted Price) × 40 points.*
2. Information demonstrating the contractor's ability to perform the scope of services described below and a hauling plan overview. (40 points)
3. List of references for similar contracts. Minimum of 3 references. Include contact information and description of the contract including: contract size, hauling frequency, and trailer equipment sizes.(15 points)
 - a. *Note: If the submitter has worked with the City in the past, City staff may be contacted as an additional reference.*
4. Consideration of environmental factors of product and/or service. (5 points)

In addition to the above information, please provide the City with answers to the following questions. The City will evaluate the information below and, at its sole discretion, may reject the proposal on the grounds of information provided.

1. Contract Terminations: If your firm has had a contract terminated within the last five (5) years, describe each such incident.
2. Safety Records: Describe any significant transport incidents from the past 10 years.
3. Legal Proceedings: Identify any completed, on-going, or pending legal proceeding (arbitration, complaint, or contract action) filed by an owner or contractor against your firm for any project in the past five years.



4. Conflicts of Interest: Identify any individuals or entities associated with the Vender who may have a conflict of interest with any activity of this project. Provide detailed explanation.

1.7 SUBMITTAL REQUIREMENTS / PROCESS

Interested firms, associations, groups and organizations shall submit an electronic copy of their response in PDF via email to Benjamin Sackett at benjamin.sackett@duvallwa.gov and CC bids@duvallwa.gov & pm@duvallwa.gov.

The email shall include “**Contractor Name - Transportation and Land Use of Biosolids**” in the subject line. Responses must be received by the submittal deadline specified in Section 1.4.

1.8 FOLLOW UP

The City reserves the right to contact the submitter for any clarifications or additional information, as needed, while reviewing submitted proposals.

1.9 SUBMITTER CONSULTATIONS

If requested, the City is willing to have follow-up communication with submitters that are not selected for these services. No communication will occur until after the selected vendor’s contract is executed.

If anyone would like to request scoring and/or individual SOPs, that is considered an official Records Request, and the City will ask the requestor to follow the Records Request Process outlined on our City’s website for tracking purposes. At that point, **all** submitters will be notified and will be able to access **all** submittals.

<https://www.duvallwa.gov/315/Request-Public-Records>.

1.10 CONTRACT FOR PROFESSIONAL SERVICES

Following selection, the City will execute a Contract for Professional Services using the submitted pricing and an agreed upon scope of work. An example of our Standard Contract for Professional Services is attached as Exhibit A.



2.1 SCOPE OF SERVICES

The Contractor will manage and operate the entire biosolids land application program for the City upon taking receipt at the City's site.

With respect to any biosolids tendered by the City to the Contractor, the Contractor shall:

- A. Provide a trailer(s) to the City, not exceeding 35' in length and with an approximate capacity of thirty (30) tons, up to five (5) times each week for the transport of biosolids to the Contractor's BUF or other permitted locations for beneficial use through land application of the biosolids.
- B. Develop and submit to the City a Hauling Plan, that is reviewed and considered as part of the Contract award and approval process, detailing how and when material will be transported and the location(s) where the material will be transported to and applied.
- C. Develop and submit to the City an Emergency Spill Response Plan.
- D. Provide and furnish at the Contractor's cost and expense, all materials, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to provide the beneficial use services in strict conformance with the conditions and prices stated in the contract.
- E. Collect and test all necessary soil samples on application sites.
- F. Provide information to complete all required biosolids reports, annual or otherwise, related to land application as required by any governing agency, including, but not limited to, the State of Washington Department of Ecology and the United States Environmental Protection Agency.
- G. Obtain and maintain in good standing all applicable and necessary permits, licenses, and approvals of any federal, state, and local government including a permit to operate a BUF from the Washington State Department of Ecology.
- H. Promptly provide copies of the above data, tests and reports to the City to document compliance.
- I. Accept the risks and resulting liabilities of managing conforming biosolids from receipt at the City site to disposition at the application sites. For purposes of this Contract, "conforming biosolids" shall mean that the City's biosolids shall meet federal, state and local standards that govern Class B biosolids.
- J. The risks assumed by the Contractor potentially include but are not limited to the following:



- Transportation accidents
- Transportation spills
- Contamination of ground water
- Contamination of surface water
- Contamination of air
- Odor issues at the site and how to mitigate them for surrounding neighbors
- Human health impacts
- Impacts to soil
- Impacts to crops, vegetation, or livestock
- Impacts to future uses of the sites to which biosolids have been applied



3.1 TERMS AND CONDITIONS

The City reserves the right to reject any and all responses to this RFP and to waive irregularities and informalities in the submittal and evaluation process. This solicitation for services does not oblige the City to pay any costs incurred by respondents in the preparation and submission of a response. This solicitation does not oblige the City to accept or contract for any expressed or implied services. Furthermore, the City reserves the right to award the Contract for Professional Services to the next most qualified proposer if the selected proposer does not execute a contract within thirty (30) days after the award of the presentation.

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings, or reproductions thereof) submitted in response to this RFP (the “documents”) become a public record upon submission to the City of Duvall, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

3.2 SYSTEM FOR AWARD MANAGEMENT (SAM) EXCLUDED PARTIES RECORDS

Per federal regulations, the City is required to ensure, to the best of its knowledge and belief, that none of the principals, affiliates, third party contractors and subcontractors are suspended, debarred, ineligible or voluntarily excluded from participation in federally assisted transactions or procurements. Federal regulations require the City to review records of excluded parties in the federal System for Award Management (SAM) before entering any third-party contracts exceeding \$25,000.00.

Prior to awarding a federally funded contract, the City will search the SAM system to ensure excluded parties do not participate in covered transactions.

To learn more about the federal SAM, go to <https://sam.gov/content/home>.

3.3 AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION

The City, 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 Benjamin Ressler at benjamin.ressler@duvallwa.gov or by calling 425-939-8046.



3.4 TITLE VI STATEMENT

The City of Duvall 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 insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 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 award.



CONTRACT FOR PROFESSIONAL SERVICES
Duvall Transportation and Land Use of Biosolids
Contract # 20__ - __

This Agreement is entered into between the City of Duvall, Washington, hereinafter referred to as "the City," and _____, located at _____, hereinafter referred to as "the Consultant," in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The City retains the Consultant to perform transportation and land use of biosolids services under the terms of this contract.
2. **Scope of Services.** The Consultant agrees to perform the services identified on Exhibit "___" attached hereto, including providing all labor, materials, equipment, and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending _____, unless terminated sooner under the specified provisions. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required according to this Agreement no later than _____ unless an extension of such time is granted in writing by the City.
4. **Payment.** The City shall pay the Consultant for completed work and services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit "___" attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$ _____ (_____) without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the work progress for partial payment for the portion of the project completed to date. The City will check such vouchers, and upon approval, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due to the Consultant of the total contract price earned will be made promptly upon the City's ascertainment and verification after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and all materials, supplies, equipment, and incidentals necessary to complete the work.

- E. The Consultant's records and accounts about this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for seven (7) years after final payments. Copies shall be made available upon request.
- F. Beginning January 1, 2027, and on January 1 of each calendar year thereafter during the Contract term, the price of services shall be adjusted based on the June-to-June Consumer Price Index (CPI) for Western Washington, with a maximum annual increase of four percent (4%). All price adjustments shall be calculated in whole cents and rounded down to the nearest whole cent.

- 5. **Ownership and Use of Documents.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City, whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications, or other materials by the City on any project other than the project specified in this Agreement.
- 6. **Compliance with Laws.** In performing the services contemplated by this Agreement, the Consultant shall faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations applicable to the services rendered under this Agreement.
- 7. **Indemnification.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the Consultant's negligent acts, errors, or omissions in performing this Agreement.

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 caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, [Title 51 RCW](#), solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

- 8. **Insurance.** The Consultant shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.
 - A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:



1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired, and leased vehicles. Coverage shall be written on the Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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2. Commercial General Liability insurance has limits of no less than \$1,000,000 for each occurrence, which is a \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy concerning the work performed for the City.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance concerning the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be over the Consultant's insurance and shall not be contributed to or combined with it.
- C. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- D. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. As required by this section, certificates of coverage and endorsements shall be delivered to the City within fifteen (15) days of executing this Agreement.
- E. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of receiving such notice.
- F. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection in addition to that, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor concerning the services provided under this Agreement. Nothing in this Agreement shall be considered to create a relationship between the employer and the employee between the parties hereto. Neither the Consultant nor any of the Consultant's employees shall be entitled to any benefits accorded to City employees by the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security, contributing to the state industrial insurance program, or otherwise assuming the duties of an employer concerning the Consultant or any employee of the Consultant.

10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration or otherwise recover the total amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. **Discrimination Prohibited.** The Consultant, concerning the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** During the term of this Agreement and following its expiration or termination for any reason, neither the Consultant nor the City may assign this Agreement or any rights, claims, or duties under it without the prior written consent of the other party. Furthermore, the Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** The City's waiver of any provision of this Agreement or any time limitation provided for in this Agreement does not constitute a waiver of any other provision.
14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving the Consultant ten (10) days' written notice.
 - B. In the event of the death of a member, partner, or officer of the Consultant or any of its supervisory personnel assigned to the project, the surviving members of the Consultant at this moment agree to complete the work under the terms of this Agreement if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state, and local laws, regulations, and rules, including the provisions of the City of Duvall Municipal Code and ordinances of the City of Duvall. Suppose any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement. In that case, the parties specifically understand and agree that the venue shall be properly laid in King County, Washington. The prevailing party shall be entitled to its attorney's fees and suit costs in any such action. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **Severability and Survival.** Suppose any term, condition, or provision of this Agreement is declared void, unenforceable, or limited in its application or effect. In that case, such



event shall not affect any other provisions hereof, and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration, or cancellation of this Agreement, shall survive termination of this Agreement.

17. **Business Licenses.** The consultant will adhere to all regulations related to business licensing in the State of Washington and, if applicable, shall conform to any relevant laws and regulations expressly outlined in the Duvall Municipal Code, particularly [§ 5.01](#) et seq.

18. **Notices.** Notices to the City of Duvall shall be sent to the following address:

City Clerk
City of Duvall
P.O. 1300
Duvall, WA 98019

Notices to the Consultant shall be sent to the following address:

BHC Consultants, LLC
1601 5th Avenue, Suite 500
Seattle, WA 98101

19. **Entire Agreement; Modification.** This Agreement, together with attachments or appendices, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

Dated on this _____ day of the month of _____ of _____.

Amy Ockerlander, Mayor
City of Duvall

Authorized Consultant Signature

Attest/Authenticated:

Approved as to Form:

John Botero, City Clerk

Oskar E. Rey, City Attorney

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