



**San Juan County Department of Community Development
Critical Areas Ordinance Update**

**REQUEST FOR PROPOSALS
TO ASSIST IN UPDATING SAN JUAN COUNTY'S CRITICAL AREAS ORDINANCE (CAO) AND BEST
AVAILABLE SCIENCE (BAS).**

Agency Description

San Juan County is in the San Juan Islands archipelago in northwest Washington State. Compared to other counties in Washington, San Juan County has a low population, small landmass, and large amount of shoreline. In 2020, the County had a population of approximately 17,300 people. At 173.91 square miles of land, the County is the smallest in Washington by landmass, though it has the greatest amount of marine shoreline with 410 miles. Seventy-two percent of the County's 621 square miles of total area are marine waters. San Juan County is fully planning under the Growth Management Act and adopted its most recent comprehensive plan update in December 2022. The Department of Community Development implements the Comprehensive Plan and Unified Development Code, and is responsible for building permits and inspections, code enforcement, land use designations, long range planning, and more.

Project Description

San Juan County is required to update Ordinances 26-2012 *An ordinance regarding general regulations for Critical Areas*, 27-2012 *An ordinance regarding critical area regulations for geologically hazardous areas and frequently flooded areas*, 28-2012 *An ordinance regarding critical areas regulations for wetlands*, and 29-2012 *An ordinance regarding critical area regulations for Fish and wildlife habitat conservation areas* (referred to herein as the Critical Areas Ordinances), and all amendments, as a county planning under the Washington State Growth Management Act (GMA).

The Department of Community Development (DCD) intends to procure a qualified consultant to provide services that include reviewing and updating Best Available Science (BAS) and writing of the Critical Areas Ordinances update. The update will include upland critical areas outside shoreline jurisdiction. The contractor ensures the information, formatting, etc., is consistent with the Comprehensive Plan. The consultant must have immediate availability and relevant experience.

All submittals must be received by 12:00 pm on Friday, May 26, 2023.

Scope of Work

The contractor will begin as soon as possible upon the completion of the contract process and once County requirements are met. The contractor will:

- Work directly with County departments and the County's Planning Commission, Clean Water

Advisory Committee, Marine Resources Committee, and the Agricultural Resources Committee regarding critical areas.

- Review Best Available Science regarding critical areas in accordance with WAC 365-195 and prepare a BAS Update for the Critical Areas Ordinance. Existing BAS files will be provided. Additional research may be required to identify new best available science above and beyond what is being provided.
- Produce two (2) drafts of the Critical Areas Ordinance update in accordance with WAC 365-190 as directed by the County, and one final draft at the end of the process for adoption that addresses all public comments and GMA requirements.
- Ensure compliance with all requirements of the RCW and GMA.
- Adhere to project schedule and budget.
- Attend regularly scheduled project update meetings (currently estimated every 2 weeks).

The County will:

- Complete mailings, public notices, select meeting locations, and conduct public outreach throughout the update process.
- Facilitate public participation to gather input during the project process.
- Review and comment upon the drafts produced throughout the process.
- Complete the adoption process through the San Juan County Council.

Project Timeframe

All work must be completed by April 1, 2024. Specific deadlines relating to the stages of the update process will be negotiated prior to final contract approval. Recommendations for benchmarks for timeline would be welcomed as part of the proposal.

Evaluation and Selection Process

The selection of a consultant for this project will be made from the respondents to this solicitation. All firms responding will be evaluated, scored, and ranked. The top firms may be invited for interview and have references checked.

All proposal will be evaluated on the following items:

- Relevant experience and qualifications of the facilitating team and of key person(s) to be assigned to this project.
- Demonstrated success with similar projects.
- Ability to meet this project schedule.
- Approach to project.

Submittal Content Requirements

1. **Letter of Interest (1 page maximum):** Indicate interest and availability to address plan/scope elements, and current levels of general and professional liability insurance carried by the consultant.
2. **Project Approach and Scope Consideration (3 pages maximum):** Include a brief description of the consultant's philosophy, approach to the project, and value to the County. Include key scope considerations to accomplish the scope elements stated in the RFP. The consultant is encouraged to include suggestions or supplemental tasks which may enhance the project or streamline the scope of work and improve cost effectiveness.

3. **Schedule (1 page maximum).** Include a timeline showing the estimated length of time required for completion of the work described in the scope of work.
4. **Cost Summary (1 page maximum):** Provide a preliminary cost summary of the work to be completed based upon the task outline presented above.
5. **Project Team (2 pages maximum):** Identify the proposed team, including subconsultants, qualifications, experiences, and references. Identify the project manager and principal contact who will be permanently assigned to the project (strongly preferred that they are one and the same person).
6. **Relevant Experience (2 pages maximum):** Describe the consultant’s experience in preparing scope elements. Include at least three completed projects that are similar to the projects described in this request. For each project, provide the following information:
 - Name and location of each project;
 - Year completed;
 - Name and contact information of each client;
 - Name and contact information of the client project manager; and
 - Elements of the project that are like the scope elements of this request.
7. **Project Team Resumes:** Provide in an appendix to the proposal a one-page resume per team member, no page limit, or include at least a paragraph for each key team member, years of experience, education, certifications, company affiliation, workplace location, and a brief bulleted list of individual project experience.

Proposal Submittal Process

Consultants are encouraged to submit concise and clear responses to this RFP. Documents shall have a minimum font size of 11 or greater. Proposals must be in digital format, with a maximum length of 12 pages excluding the cover letter and include the project name: SJC CAO Update. The cover letter should have the following information: Firm name, Contact information, Name of Principal-in-Charge, and Project Manager.

All submittals must be received by 3:00 pm on Friday, May 26, 2023, at dcd@sanjuanco.com. No submittals will be accepted after that date and time. It is the consultant’s sole responsibility to ensure that timely submittals are received.

All submittals become the property of San Juan County and will not be returned. San Juan County assumes no obligations of any kind for expenses incurred by any respondent to this invitation.

The County reserves the right to modify or cancel in part, or in its entirety, this RFP.

Anticipated Timeline for Consultant Selection

The County desires to select a consultant and complete contract negotiations by **June 16, 2023**.

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|---------------|---|
| May 26, 2023 | Proposals due |
| June 2, 2023 | Evaluation team selects finalist |
| June 16, 2023 | Final scope and contract negotiations completed |

Title VI Requirements

The selection of a consultant shall be made without regard to race, color, sex, age, religion, national origin or political affiliation. San Juan County is an Equal Opportunity Employer. San Juan County encourages disadvantaged, minority, and women-owned consultant firms to respond. San Juan County, 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 an award.

Prospective consultants will be held to federal Equal Employment Opportunity requirements and Americans with Disabilities Act requirements. Persons with disabilities may request this information be prepared and supplied in alternate forms by contacting Sophia Cassam at (360) 370-7589 or sophiac@sanjuanco.com.

Questions

Questions regarding this Request for Proposals should be directed to David Williams at (360) 370-7571 or DavidW@sanjuanco.com.

CONSULTANT AGREEMENT

| | | | |
|---|-------------------------------|---|--|
| CONSULTANT / ADDRESS / TELEPHONE | | SAN JUAN COUNTY <i>[INSERT: NAME, ADDRESS & PHONE NUMBER OF DEPARTMENT]</i> | |
| PROJECT TITLE AND WORK SUMMARY | | PROJECT NO. | |
| COMPLETION DATE | MAXIMUM AMOUNT PAYABLE | FEDERAL ID NO. | |

THIS Agreement is made and entered into between San Juan County, hereinafter called the "COUNTY," and _____, consulting contractors duly authorized to perform professional services in the state of Washington, hereinafter called the "CONSULTANT."

WITNESSETH THAT:

WHEREAS, the COUNTY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, the CONSULTANT represents that the CONSULTANT is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES

The CONSULTANT shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary, as are designated as CONSULTANT responsibilities throughout this Agreement and as described in Exhibit A, attached and incorporated herein.

2. TERM

The Project shall begin upon receipt of a written notice to proceed and shall be completed no later than the completion date provided in the boxed Agreement summary on page one of this Agreement.

3. COMPENSATION AND METHOD OF PAYMENT

Payments for services provided shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the COUNTY. No payment shall be made for any service rendered by the CONSULTANT except for services identified and set forth in this Agreement, including Exhibit A. Fees for services shall be in accordance with the fee schedule attached as Exhibit B.

4. INDEPENDENT AGREEMENT OR RELATIONSHIP

A. The parties intend that an independent contractor relationship will be created by this Agreement. The COUNTY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the CONSULTANT. No agent, employee, servant or representative of the CONSULTANT shall be deemed to be an employee, servant or representative of the COUNTY for any purpose, and the employees of the CONSULTANT are not entitled to any of the benefits the COUNTY provides for its employees except as otherwise expressly provided herein. The CONSULTANT will be solely and entirely responsible for its act and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the CONSULTANT is an independent contractor with the authority to control and direct the performance of the details of the work, however, the result of the work contemplated herein must meet the approval of the COUNTY and shall be subject to the COUNTY's general rights of inspection and review to secure the satisfactory completion thereof.

C. The CONSULTANT warrants that he/she is not excluded or disqualified under federal law as stated in 29 C.F.R. § 98.300 and Executive Order 12549. The CONSULTANT warrants that he will not subcontract with any person who is excluded or disqualified.

5. INDEMNIFICATION OF COUNTY

The CONSULTANT shall protect, defend, hold harmless and indemnify the COUNTY against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the CONSULTANT's performance of this Agreement or by conditions created thereby, and based upon any and all negligent and tortious conduct or any violation of any law, code or regulation, and the defense of any such claim or actions.

The CONSULTANT shall also indemnify the COUNTY against all liability and loss in connection

with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, worker's compensation, social security and income tax laws, for the CONSULTANT and any employees or volunteers of the CONSULTANT.

6. INSURANCE

A. The CONSULTANT will carry and maintain throughout the period of the Agreement at its own expense the following minimum insurance which must be primary and non-contributory and provide coverage on an occurrence basis:

1. Comprehensive commercial general liability insurance in the amount of no less than \$1,000,000, or if greater, to the limit of the policy for combined single limit bodily injury, including wrongful death, or property damage to defend and indemnify all activities and services covered by this Agreement with a commercial insurance carrier protected under the State of Washington Guaranty Fund or with a risk pool approved by the Insurance Commissioner. Such insurance shall be endorsed to include San Juan County, its officers, elected officials, employees and agents as an additional insured. Coverage shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY.

Each insurance shall be endorsed to include language containing a "cross liability" or "separation of insureds" indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in the coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom a claim is made or a suit is brought. Any payment of a deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

2. Auto liability insurance with limits of no less than \$1,000,000 for each person and/or \$1,000,000 for each occurrence for owned, hired and non-owned automobiles used for any activities and services covered by this Agreement. Such insurance shall be endorsed to include San Juan County, its officers, elected officials, employees and agents as an additional insured. Coverage shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY.

3. Standard professional liability insurance covering damages resulting from errors or omissions of the CONSULTANT or its employees or agents. The limit of liability shall not be less than \$1,000,000 per claim and annual aggregate. Notwithstanding paragraph 5, professional liability insurance is not required to hold harmless or defend the COUNTY for any claim.

4. Statutory workers' compensation insurance and employer's liability insurance to cover employees and volunteers as required by state and federal law.

B. The CONSULTANT shall provide the COUNTY evidence of insurance in the form of a Certificate of Insurance satisfactory to the COUNTY, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth above, including endorsements. Upon the request of the COUNTY, the CONSULTANT shall also provide a duplicate (photocopy) of each insurance policy and the name, address and telephone number of the broker who issued each one as evidence of coverage. Approval of insurance is a condition precedent to full execution, including continued compensation, of this Agreement. The maintenance of said insurance will not in any manner affect the CONSULTANT'S obligation to hold harmless and indemnify the COUNTY as provided in this Agreement.

7. ASSIGNMENT/SUBCONTRACTING

The CONSULTANT shall not assign its rights and duties under any portion of this Agreement without the written consent of the County. Consent must be sought in writing by the CONSULTANT not less than fifteen days prior to the date of any proposed assignment.

8. MAINTENANCE AND INSPECTION OF RECORDS

A. The CONSULTANT shall maintain books, records and documents, which sufficiently and properly reflect all work related to the performance of the Agreement. In addition, the CONSULTANT shall maintain all accounting records in a form necessary to assure proper accounting of all funds paid pursuant to this Agreement. All of the above shall be subject at all reasonable times to inspection, review, or audit by the COUNTY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The CONSULTANT shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The CONSULTANT agrees that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

9. EXTRA WORK

A. The COUNTY may at any time, by written order, make changes within the general scope of the Agreement in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of the Agreement, the COUNTY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the Agreement accordingly.

C. The CONSULTANT must submit its "request for equitable adjustment" or claim under this clause within thirty (30) days from the date of receipt of the written order.

D. The maximum amount payable for this Agreement shall not be increased or considered

to be increased except by specific written supplement to this Agreement.

10. OWNERSHIP OF WORK PRODUCTS

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the COUNTY, shall be forwarded to the COUNTY at its request, and may be used by the COUNTY as it sees fit. The CONSULTANT shall not provide the documents developed under this Agreement to any other individual, contractor, subcontractor, or agency unless such transfer is approved by the COUNTY. The COUNTY agrees that if it uses products prepared by the CONSULTANT for purposes other than those intended by this Agreement, it does so at its sole risk and agrees to hold the CONSULTANT harmless therefor.

11. DUNS NUMBER

If this Agreement is funded in any part by federal funds, CONSULTANT will provide its DUNS number to the COUNTY prior to beginning work under this Agreement. CONSULTANT'S DUNS number is: _____

12. FEDERAL REQUIREMENTS

If CONSULTANT is a state agency, local government, or non-profit organization, CONSULTANT agrees to comply with federal audit requirements, which may apply if \$500,000 or more of total federal funds are expended by CONSULTANT during any federal fiscal year. These audits must comply with OMB Circular A-133 or 2 CFR 200, as applicable. A copy of any required audit must be submitted to COUNTY when available.

13. TERMINATION

A. Termination for Convenience. The COUNTY may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the CONSULTANT. The CONSULTANT shall be paid for work performed and expenses incurred to the date of termination. Within 30 days, the CONSULTANT shall submit a termination claim to the COUNTY. If the CONSULTANT has any property in its possession belonging to the COUNTY, the CONSULTANT will account for the same, and dispose of it in the manner directed by the COUNTY.

B. Termination for Cause. If the CONSULTANT fails to perform in the manner called for in this Agreement, or if the CONSULTANT fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the COUNTY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the CONSULTANT setting forth the manner in which the CONSULTANT is in default. The CONSULTANT will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

14. DISCLOSURE REQUIREMENTS

The CONSULTANT shall notify the COUNTY in writing as to any employment Agreements between

the CONSULTANT and third parties, the subject of which relates to, or touches on, the scope of work of this Agreement. This disclosure shall extend to employment Agreements between any of the employees or agents of the CONSULTANT and third parties which relate to, or touch upon, the scope of work of this project. The requirement for disclosure shall include the nature of the work performed, and the value of the work performed, and shall continue throughout the term of this Agreement. The COUNTY shall have the right to terminate this Agreement for cause as described in Section 13.B if the COUNTY, in its sole discretion, determines that the Agreement between the CONSULTANT, or its agents/employees, and a third party presents a conflict of interest. The disclosure of potential conflicts will be a public document.

15. MEDIATION

The parties shall attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at mediation. Each party will pay its own attorneys' fees and costs.

16. ARBITRATION

A. Any controversy or claim arising out of or relating to this Agreement that is not resolved through mediation, shall be resolved by final and binding arbitration pursuant to RCW 7.04A. Demand for arbitration shall be made in writing to the other party and shall be brought within six years after the initial occurrence giving rise to the controversy or claim for which arbitration is commenced, regardless of the date of discovery or whether the claim or controversy was continuing in nature. Claims or controversies arising more than six years prior to a written demand for arbitration issued under this agreement are not subject to arbitration. The arbitration shall be held in San Juan County before a single arbitrator selected by the Agreement of the parties. If the parties cannot agree upon an arbitrator within fifteen (15) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the Superior Court of San Juan County in accordance with the procedures set out in RCW 7.04A.110.

B. Unless the parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed.

C. The parties agree that, with the exception of the circumstances set out in RCW 7.04A.230, the arbitrator's decision shall be binding, final and not appealable to any court of law.

D. Each party shall pay its own costs of arbitration including attorneys' fees. The arbitrator's fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties.

E. This Agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.

17. WAIVER

The waiver by, or the failure to take action with respect to, breach of any term, covenant or condition of the Agreement shall not be deemed to be a waiver of such term, covenant or

condition on any subsequent breach. All remedies afforded in this Agreement shall be taken as cumulative; that is, in addition to every other remedy provided herein or by law.

18. SEVERABILITY

It is understood and agreed by the parties that if any term or provision of this Agreement is held by any court to be illegal or in conflict with any law of the state of Washington, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term, part or provision held to be invalid.

19. ENTIRE AGREEMENT

This instrument contains the entire Agreement between the parties and statements, promises, or inducements made by any party or agent of that party that are not contained in this Agreement shall not be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by all parties.

20. NOTICE

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the first page of this Agreement.

Dated this _____ day of _____ 20__.

[CONSULTANT'S BUSINESS NAME]

[Insert Name]

[Insert Title]

SAN JUAN COUNTY [DEPARTMENT]

[Department Head]

[Insert Title]

Date

Date

APPROVED AS TO FORM ONLY

San Juan County Prosecuting Attorney
Randall K. Gaylord

FINAL APPROVAL

County Manager
Michael J. Thomas

By: _____
Date

Date