



City of Tacoma, WA

ENVIRONMENTAL SERVICES DEPARTMENT
REQUEST FOR QUALIFICATIONS
PUYALLUP AVENUE SEWER UTILITY REPLACEMENT PROJECT
SPECIFICATION NO: ES24-0035F

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**City of Tacoma
Environmental Services Department**

**REQUEST FOR QUALIFICATIONS ES24-0035F
Puyallup Avenue Sewer Utility Replacement Project**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, July 30, 2024

Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, sendbid@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

<p>By Email: sendbid@cityoftacoma.org Maximum file size: 35 MB. Multiple emails may be sent for each submittal</p>	<p>In Person: Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35th Street Tacoma, WA 98409 Monday – Friday 8:00 am to 4:30 pm</p>
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Bid Opening: Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a Request for Bid (RFB) will be opened Tuesday’s at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday’s at 11:15 a.m. Attend [via this link](#) or call 1 (253) 215 8782.

Submittals in response to a Request for Proposal (RFP), Request for Qualification (RFQ) or Request for Information (RFI) will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org.

- [Register for the Bid Holders List](#) to receive notices of addenda, questions and answers and related updates.
- Click here to see a [list of vendors registered for this solicitation](#).

Pre-SOQ Submittal Meeting: An optional in-person pre-SOQ Submittal meeting will be held at 1:30pm on Tuesday, June 25 at the Center for Urban Waters, Room 101, 326 East D Street, Tacoma, WA.

Project Scope: The City of Tacoma will use a two-step procurement process to select a design build contractor (Design-Builder) to provide Progressive Design-Build (PDB) services for the design and construction of various storm and sewer pipe improvements. The issuance of this RFQ is part of the first step to solicit information from potential design-builders in the form of Statement of Qualifications (SOQs).

Estimate: \$55,000,000-65,000,000

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave in accordance with State of Washington law.

Americans with Disabilities Act Information: The City of Tacoma, 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. Specification materials can be made available in an alternate format by emailing the contact listed below in the *Additional Information* section.

Title VI Information:

“The City of Tacoma” in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in 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, national origin in consideration of award.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Stan Rowden by email to srowden@cityoftacoma.org.

Protest Policy: City of Tacoma protest policy, located at www.tacomapurchasing.org, specifies procedures for protests submitted prior to and after submittal deadline.



Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.

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ATTACHMENTS

Attachment A. Project Reference Documents

Attachment B. Preliminary Risk Matrix

Attachment C. Draft Term Sheet

Attachment D. Anticipated Insurance Requirements

Attachment E. SOQ Forms:

Form A. Signature Page, Addenda Acknowledgement and Non-Collusion Declaration

Form B1. Organizational Conflict of Interest Certification

Form C1. Form of Insurance Letter

Form C2. Form of Surety Letter

Form D. Equity in Contracting Inclusion Plan

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SECTION 1 - INTRODUCTION

1.1 GENERAL INTRODUCTION

The City of Tacoma (City) is requesting qualifications for the Puyallup Avenue Sewer Utility Replacement Project (Project). Specifically, this Request for Qualifications (RFQ) invites Statements of Qualifications (SOQs) from qualified Design-Build (DB) teams (Respondents) experienced in rehabilitation and replacement of sanitary and storm pipes, trenchless crossings, associated utility relocations, and with bridge removal and roadway restoration.

The City's vision for a successful Project starts with being intentional in forming our team. The success of this Project will rely on bringing together individuals that have shifted their 'mindset' and hold the unique leadership qualities that are necessary to succeed in the DB environment.

The City team aspires to create a positive culture and atmosphere of collaboration, where trust is built through honest and direct conversations. We are fully committed to delivering this Project in a true collaborative environment where all team members are encouraged to speak up, express ideas, and problem solve together through constructive debate.

We are an Owner that will listen and work together transparently for the good of the project. We are seeking a DB partner that wants the same.

This RFQ initiates the first of a two-step procurement process; Step 1 will involve evaluation of SOQs, reference checking, and short-listing the DB teams who are highest ranking based on the evaluation criteria included in this RFQ. The City plans to short-list no more than three DB teams. In Step 2, short-listed DB teams will be invited to submit Proposals in response to the City's Request for Proposals (RFP).

Submitted SOQs must conform to the requirements of this RFQ and must be signed by the appropriately authorized individual with the authority to commit the Respondent to perform the Project work.

1.2 GENERAL PROJECT DESCRIPTION

As a result of previous utility system modifications, the intersection of Pacific Avenue and South Tacoma Way/26th Street is subject to significant flooding events during wet weather. In addition, portions of the storm and sewer systems in the Project vicinity are aging and require replacement. The Project is intended to mitigate flooding in the Project area, and to upgrade selected aging infrastructure in the Project vicinity. The City's current Project concept will require removal of the existing Puyallup Avenue bridge and restoration with a new roadway placed on fill.

The City has conducted planning level investigation, hydraulic modeling, and alternatives analysis to identify a preferred Project concept to support Project cost estimating and budgeting. The City is interested in Design-Builder input to validate and refine the

conceptual solutions and further evaluate potential alignments from a constructability perspective. The City's current preferred Project concept includes:

- Rehabilitation of approximately 1,200 linear feet (LF) of existing 60-63" arch storm pipe.
- Replacement of 2,000 LF of storm pipe ranging in diameter from 24"–96" (mostly 72" and larger).
- Replacement of 1,500 LF of sanitary pipe ranging in diameter from 24"–66" (mostly 48" and larger), and a sewer overflow structure.
- Removal of the existing Puyallup Ave bridge (approximately 300 LF), and replacement with a new roadway placed on fill with new retaining walls.
- Crossing of Sound Transit Link Light Rail alignment (potentially using trenchless methods), and crossing of I-705 at existing underpass.
- Associated existing utility relocations.

The estimated Project cost (alternatives analysis, design and construction) is \$55-65M.

The City is seeking a DB team with experience in similar utility installations and collaborative delivery methods (e.g., Progressive Design-Build (PDB), DB, General Contractor/Construction Manager [GC/CM]). The following specialty services are also anticipated to be required: geotechnical, permitting (Sound Transit, WSDOT, etc.), trenchless, structural (bridge removal/restoration), cultural resources, and public outreach.

1.3 PROJECT DELIVERY METHOD

The City selected the PDB delivery method due to the complexity of the Project, its sensitive location within Tacoma's downtown business core, and the need to cross a number of significant transportation, transit, and utility corridors. Using PDB delivery, the City will select a Design-Builder to help the City develop a design that meets the Project's objectives. The Project will be designed and constructed in two stages:

- **Stage 1: Preliminary Services** during which the selected Design-Builder will work collaboratively with the City while developing the design to a specified level of definition (approximately 60%). Stage 1 work will develop geotechnical and groundwater information, evaluate alternative improvements and alignments to resolve flooding issues, evaluate and plan for bridge removal and roadway restoration, validate hydraulic modeling, evaluate phasing and other opportunities to shorten the Project completion schedule, and obtain necessary permits. The Design Builder will develop detailed scope, schedule, and open-book pricing for final design and construction.
- **Stage 2: Final Design and Construction** during which the Design-Builder will complete the design, construct the Project, and perform required testing.

Assuming successful contract negotiations, the City will enter into a contract with the selected Design-Builder. The Design-Build Contract will cover both Stages 1 and 2 of the Project; however, actual progression to Stage 2 will depend on the successful negotiation of an amendment to the Design-Build Contract. The amendment will include the Stage 2 schedule, pricing for final design and construction, and other items as described in the draft Term Sheet in Attachment C.

1.4 CERTIFICATION TO USE DESIGN-BUILD

In July 2015, the City of Tacoma was certified by the Washington State Capital Project Advisory Review Board (CPARB) Project Review Committee pursuant to RCW 39.10.270. This certification authorizes the City to use the Design Build delivery method. The City's current certification expires in July 2024, and the City anticipates obtaining recertification prior to the expiration date. The City anticipates that the Project will be authorized under the City's recertification; if for any reason the City's recertification is not successful, the City will seek project-specific approval for this Project. The City does not anticipate any delay as a result of the recertification or Project-specific certification process.

1.5 RFQ ORGANIZATION

The RFQ is organized as follows:

- Section 1: Introduction
- Section 2: Project Overview
- Section 3: Risk Allocation and Key Contract Provisions
- Section 4: Procurement Process and Schedule
- Section 5: Statement of Qualifications Submittal Requirements
- Section 6: Select Business Terms and Conditions
- RFQ Attachments

1.6 RFQ DEFINITIONS

Design-Builder, Design-Build Entity, or DB Entity – The Entity that will enter into the Design-Build Contract with the City and that will be solely responsible for delivering the Project.

DB Project Team – Members of the Design-Build team including the Design-Builder, Engineer of Record, and other subconsultants and subcontractors that the Design-Builder will use to deliver the Project.

Engineer of Record – The individual(s) in responsible charge of the design. The Engineer of Record shall be a licensed professional engineer in the State of Washington.

Guaranteed Maximum Price (GMP) –The price for which the Design-Builder guarantees it will complete the Work except for any City-directed changes or uncontrollable circumstances. The GMP is negotiated as part of the Stage 2 Amendment, and for this Project will include the following elements: 1) a percentage fee for General Conditions based on the percentage included in the Design-Builder’s Proposal applied to the actual direct costs of the work, labor rates included in the Design-Builder’s Proposal and substantiated equipment rates; 2) all estimated direct costs of work whether self-performed or subcontracted; 3) a percent fee for overhead and profit based on the percentages included in the Design-Builder’s Proposal applied to the actual direct costs of work; and 4) a contingency. Payment for Stage 2 work will be on a cost-reimbursable plus fee basis subject to the agreed upon GMP. If use of a contingency is required to cover direct costs of work during implementation, then contingency will also cover additional fee and General Conditions costs. Notwithstanding the above, the City reserves the right to convert the GMP into an agreed upon Fixed Price.

Key Firms – Firms fulfilling the key roles identified below and that must be identified in Respondent’s SOQ and committed to work on the Project if Respondent is selected as the Design-Builder. At a minimum, Key Firms shall include: Design-Builder; Designer-of-Record; Trenchless Design Firm; Geotechnical Firm; Bridge Structural Firm; Permitting and Environmental Compliance Firm(s); Public Outreach Firm, Cultural Resources Firm; Dewatering Lead; and Construction Lead. One firm may play multiple roles on Respondent’s team, but the Key Firm roles identified above must be assigned to specific, named firms on Respondent’s team.

Key Personnel – Individuals fulfilling the roles identified below and that must be identified in Respondent’s SOQ and committed to work on the Project if Respondent is selected as the Design-Builder. At a minimum, Key Personnel shall include the proposed: Project Manager; Design Manager; Permitting Lead; Lead Structural Engineer; Construction Manager; Construction Superintendent; Public Outreach Lead, and up to two additional Key Personnel identified by the Respondent (if desired).

Owner – City of Tacoma, Washington.

Owner’s Advisor – Brown and Caldwell.

Stage –Stage of the Design-Build Project (i.e., Stage 1: Preliminary Services, Stage 2: Final Design and Construction).

Progressive Design-Build – A two-stage delivery method in which certain preliminary services (such as alternatives analysis, design to a specified level of completion; cost estimating, constructability reviews, construction schedule, permitting, and stakeholder outreach) are provided, culminating in Design-Builder’s proposed Amendment for Stage 2 services. If the City and the Design-Builder agree on the Amendment, final design construction, and testing are completed during the second stage.

Project – Puyallup Avenue Sewer Utility Replacement Project.

Proposer – Respondent that has been short-listed and that has submitted a Proposal in response to the City’s RFP.

Respondent – Entity responding to this RFQ by submitting an SOQ.

Step – Step of the procurement process (i.e., RFQ/SOQ, RFP/Proposal).

1.7 ACRONYMS

BNSF – Burlington Northern Santa Fe Railway

DB – Design-Build

DBB – Design-Bid-Build

FHWA – Federal Highway Administration

GC/CM – General Contractor / Construction Manager

GMP – Guaranteed Maximum Price

LF – linear feet

NEPA – National Environmental Policy Act

PDB – Progressive Design-Build

RCW – Revised Code of Washington

RFP – Request for Proposals

RFQ – Request for Qualifications

SEPA – State Environmental Policy Act

SOQ – Statement of Qualifications

WSDOT – Washington State Department of Transportation

1.8 CITY RIGHTS AND PROCUREMENT CONDITIONS

The City reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions with regard to this procurement process. By responding to this RFQ, a Respondent acknowledges and consents to the following City rights and conditions:

- Amend the scope of the Project
- Appoint evaluation members to review SOQs and Proposals

- Investigate the qualifications of any Respondent or Proposer
- Seek or obtain data from any source related to the SOQs or Proposals
- Require confirmation of information furnished by a Respondent or Proposer
- Hold meetings and conduct discussions and correspondence with the Respondents and Proposers to seek an improved understanding and evaluation of the SOQs or Proposals
- Require additional information from a Respondent or Proposer concerning its SOQ or Proposal
- Seek and receive clarifications to a SOQ or Proposal
- Require additional evidence of qualifications to perform the Work
- Disqualify any Respondent that submits an incomplete or inadequate response, or is not responsive to the requirements of this RFQ, or is otherwise deemed to be unqualified during any stage of the procurement process
- Modify or cancel the procurement process at any time
- Make changes to the information and other content included in this RFQ in the development of the RFP and draft Design-Build Contract
- Waive any non-material defects, technicalities, or information in the SOQs or Proposals, or any non-material deviations from the requirements set forth in the RFQ or the RFP
- Waive minor deficiencies and irregularities in a SOQ or Proposal
- Reject any or all of the SOQs or Proposals
- Issue a new RFQ or RFP
- Add the next highest scoring Respondent (or Respondent(s)) to the short-list at any time during the procurement process if a short-listed Respondent (or Respondent(s)) withdraws from the procurement process
- Negotiate with the next highest ranking Proposer if the City is unable to successfully negotiate a contract with the highest-ranking Proposer
- Terminate or modify the Contract if Stage 2 negotiations are unsuccessful
- Cancel a Contract signed by the selected Design-Builder but not yet executed by the City
- Not issue a Notice to Proceed after execution of the Contract.

The RFQ does not commit the City to enter into a Design-Build Contract nor does it obligate the City or any of its employees, advisors or representatives to pay for any costs incurred in preparation and submission of the SOQs, in anticipation of a Design-Build Contract, or in any other activities included as part of the procurement process, including, but not limited to, loss of anticipated profits, loss of opportunity or for any other loss, cost or expense. By submitting an SOQ, a Respondent disclaims any right to be paid for such costs.

In issuing this RFQ, the City is not committing to issue the RFP or, following issuance of an RFP, to enter into a Design-Build Contract.

In no event will the City be bound by or be liable for any obligations with respect to the Design-Build Contract until such time (if at all) as the Design-Build Contract, in form and substance satisfactory to the City, has been executed and authorized by the City and approved by all required parties and then only to the extent set forth therein.

SECTION 2 - PROJECT OVERVIEW

2.1 PROJECT OBJECTIVES

The City has identified the following key Project objectives:

- Address surface water flooding that currently occurs at the South Tacoma Way/South 26th Street intersection.
- Replace aging conveyance infrastructure.
- Deliver project improvements that represent the “best value” to Tacoma’s surface water ratepayers.

2.2 PROJECT DELIVERY OBJECTIVES

The City selected PDB delivery as best suited to meet the Project delivery method objectives, including:

- A single point of responsibility for design and construction.
- Early Design-Builder input on the feasibility of and construction methods for alternative pipeline improvements and alignments, bridge removal and roadway restoration, and potential trenchless crossings.
- The ability to work closely with the Design-Builder during progression of the design to mitigate stakeholder impacts and to help ensure selection of the best construction methodology(ies) for the Project’s specialized nature and to increase the opportunities for design and construction innovations.
- Earlier cost certainty compared to Design-Bid-Build (DBB) delivery.

- Improved construction risk management.
- Allocation of risks to the party best able to manage them in light of the scope of work.
- Schedule equal to or less than DBB delivery.
- The delivery process should be structured to provide the flexibility for phased design and construction, if beneficial to the Project. During Stage 1, the Design-Builder should work with the City to explore the costs and benefits of potentially completing selected improvements as an early work phase.
- Project delivery team is afforded an opportunity for a fair profit upon successful completion of the Project and fulfillment of all contract obligations.
- Design of the Project recognizes that construction will have impacts on the downtown community, including Sound Transit, Pierce Transit, Burlington Northern Santa Fe Railroad (BNSF), Washington State Department of Transportation (WSDOT), and the Tacoma Dome. Delivery of the Project should seek to minimize construction disruptions in the community to the extent possible.

2.3 PROJECT SITE AND LOCATION

The Project is located in downtown Tacoma, Washington, with proposed storm and sanitary sewer improvements bounded generally by Pacific Avenue, S. 26th Street, C Street, and E. 23rd Street, and rehabilitation of an existing storm pipe extending to the southwest.

A Project area map showing existing utilities is included as Figure 1. A Project area map showing preliminary Project improvements is included as Figure 2.

PUYALLUP AVE SEWER UTILITY REPLACEMENT PROJECT



Figure 1. Project Area Existing Utilities

PUYALLUP AVE SEWER UTILITY REPLACEMENT PROJECT

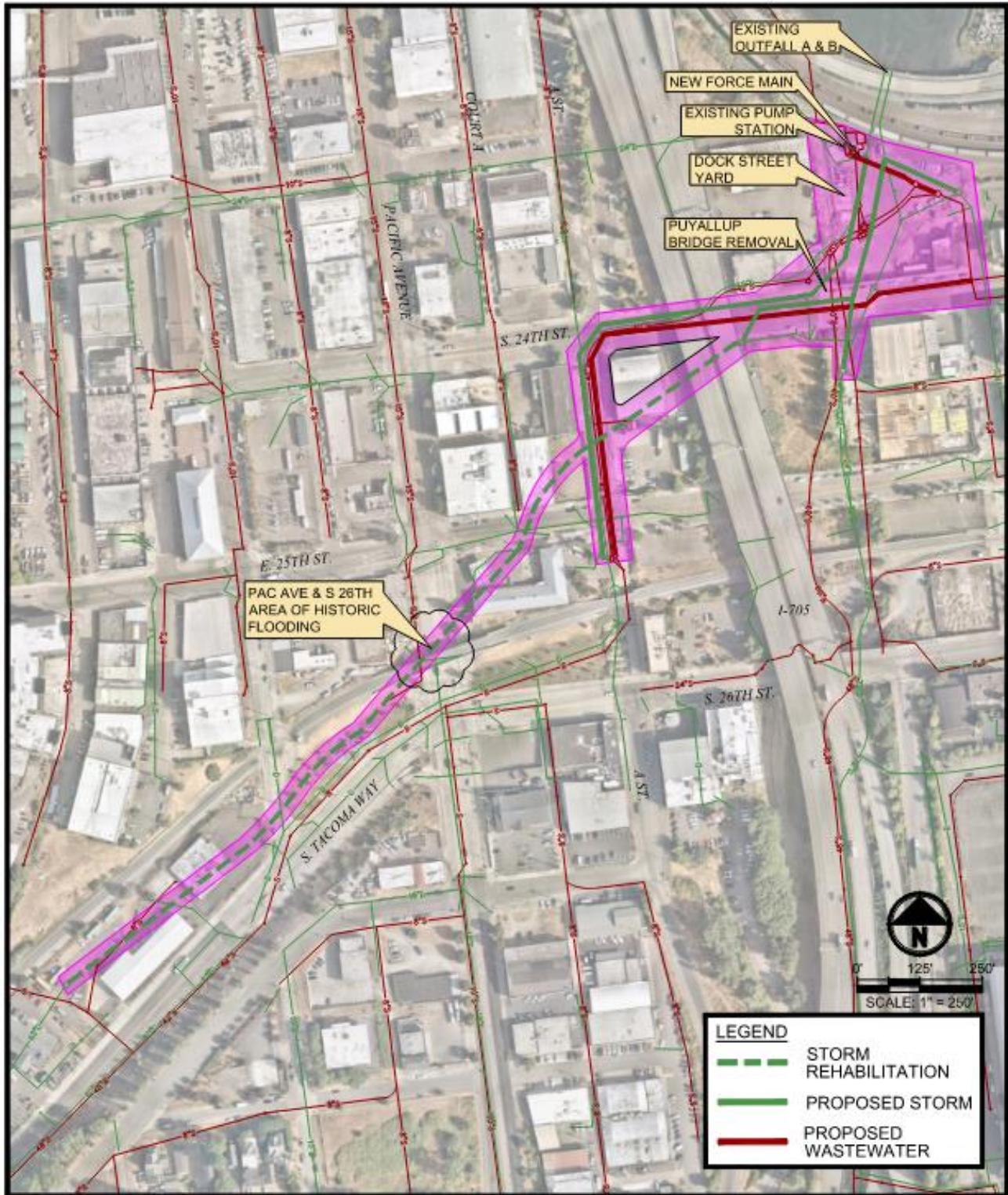


Figure 2. Project Area with Preliminary Improvements

2.4 PROJECT FEATURES

As noted in Section 1.2, conceptual project features have been developed to support City planning, estimating, and budgeting, based on a modeling exercise that considered multiple alternatives and identified a preliminary project concept. The preliminary Project concept is subject to Design-Builder review, validation or refinement and acceptance, and further development during Stage 1. Conceptual project features are intended to address existing localized flooding and to upgrade aging infrastructure, and generally include the following:

- Rehabilitation of approximately 1,200 LF of existing 60" –63" arch storm pipe using an appropriate pipe lining technology, and potentially requiring one or more intermediate pipe access pits
- Replacement of 2,000 LF of storm pipe ranging in diameter from 24"–96", including:
 - 24": 160 LF
 - 72": 1,260 LF
 - 84": 330 LF
 - 96": 280 LF
- Replacement of 1,500 LF of sanitary pipe ranging in diameter from 24"–66", including:
 - 24" force main: 210 LF
 - 48" gravity: 940 LF
 - 66" gravity: 290 LF
 - An overflow structure
- Removal of the existing Puyallup Ave bridge (approximately 300 LF), and replacement with a new roadway placed on fill with new retaining walls
- Crossing of Sound Transit Link Light Rail alignment (potentially using trenchless methods), and crossing of I-705 at existing underpass
- Associated existing utility relocations

2.5 PROJECT ENVIRONMENTAL REVIEW AND PERMITTING

The City anticipates that a number of permits and approvals will be required for the Project; major permits and approvals are summarized below. A complete list of anticipated permits will be provided with the RFP.

- **WSDOT/FHWA:** The City anticipates that a Utility Franchise, Temporary Access Break, and/or a Permanent Access Break will be required from WSDOT and/or the Federal Highway Administration (FHWA) for the planned crossing of I-705.

- **Sound Transit:** Sound Transit approvals will be required for a planned (potential trenchless) crossing of the Link Light Rail line.
- **BNSF:** BNSF approval is anticipated to be required for work within 50 feet of BNSF property at the City's Dock Street Yard in the northeast corner of the Project.
- **SEPA:** The Project qualifies as a planned action under the South Downtown Subarea Plans Final Environmental Impact Statements (FEISs). The Project is consistent with the subarea plan ordinances and FEISs, and will be required to meet the requirements of the mitigation measures identified per the FEISs. Therefore, no additional environmental review under SEPA is expected for the Project.
- **NEPA:** No trigger for a NEPA process for the Project has been identified to-date, but that could change in the future if applicable federal permits or funding sources are identified.

As indicated in the Preliminary Risk Matrix (Attachment B), the City expects that the responsibility and delay risk for certain permits and approvals will be assigned to the City while the responsibility and delay risk for other permits will be assigned to the Design-Builder. In certain cases, the City currently expects the risk will be shared. A list of required permits and approvals, including party responsible for obtaining each permit/approval and risk considerations will be included in the RFP.

2.6 AVAILABILITY AND USE OF BACKGROUND DOCUMENTS

The City is making certain Project background documents available to Respondents on the City of Tacoma's Purchasing website:

[Tacoma Purchasing Solicitations](#)

Links for Reference Documents #1-4 will be listed below the RFQ document on the City's Purchasing website.

Documents made available are listed in Attachment A (Project Reference Documents), and generally include planning studies, reports, and cost estimates associated with the hydraulic modeling, alternatives analysis, and preliminary selection of a preferred concept for the Project.

Additional Project Reference Documents are anticipated to be included with the RFP, including as-built information, available geotechnical reports in the Project vicinity, and information on any known contaminated sites in the Project vicinity. The City is providing these background documents for information only, and will be setting forth requirements for use of Project Reference Documents on the Project as part of the RFP.

2.7 PROJECT FUNDING

The Project is anticipated to be financed primarily through City issued bonds and surface water rates. The City is currently exploring potential supplemental funding options to offset a portion of the Project cost, but the Project is not dependent on obtaining outside funding to move forward; the City will issue bonds up to the full value of the Contract if required.

Outside funding options could result in contractual obligations for the Design-Builder (e.g., reporting or purchasing requirements) to comply with funding requirements. If the City is successful in obtaining outside funding, any such contractual requirements will be implemented in coordination with the selected Design-Builder. The City will seek to identify any applicable funding sources and potential contractual requirements prior to the GMP amendment with the Design-Builder.

2.8 ESTIMATED PROJECT COST

The City currently estimates the Design-Build cost for the Project to be approximately \$55-65M based on a 2023 planning level cost estimate. Supporting cost information is included in the Reference Documents (Attachment A).

2.9 PROJECT SCHEDULE

The City's preliminary Project schedule targets construction completion by the end of 2027. Short-listed Respondents will be asked to provide their ideas and recommendations on how the completion date could potentially be accelerated through phasing, fast-tracking, or other means. Table 2-1 is the City's preliminary schedule for the Project.

Table 2-1. Preliminary Project Schedule

Milestone	Date
Design-Builder Stage 1 Notice-to-Proceed	February 2025
GMP negotiation completed (completion of Stage 1)	April 2026
Stage 2 Notice to Proceed	May 2026
Construction (Stage 2) completed	December 2027

2.10 DESIGN-BUILDER'S ROLES AND RESPONSIBILITIES

The Design-Builder will cooperate with the City to provide, in a timely manner, all work necessary to complete the Stage 1 scope of preliminary services and, if negotiations are successful, to complete the Stage 2 final design and construction.

The Design-Builder's responsibilities during Stage 1 and Stage 2 will generally include:

- Developing improvement alternatives, and assisting the City in selecting a preferred alternative.

- Conducting hydraulic modeling (building from existing models) to determine required pipe sizing.
- Collecting geotechnical and groundwater data and developing a Geotechnical Evaluation Report and Geotechnical Baseline Report for the Project.
- If contaminated soil and groundwater are identified in the Project vicinity, developing a Contaminated Media Management Plan.
- Preparing design and construction documents.
- Developing a risk register to identify Project risks, plan for mitigation of risks, document agreed risk allocation and baselines, and support development of Design-Builder and City contingencies.
- Supervising subconsultants, subcontractors, suppliers and Design-Builder personnel.
- Obtaining all required governmental approvals and permits, unless specifically identified as a City responsibility.
- Designing and constructing the Project in compliance with required mitigation measures identified in the South Downtown Subarea Plan and Environmental Impact Statement.
- Providing technical input if and as required for environmental review under NEPA.
- Implementing any required mitigation monitoring and reporting.
- Maintaining security in construction work areas.
- Coordinating with utility providers and the City for supply of temporary construction utilities.
- Coordinating with utility providers and the City for any required relocations of existing utilities.
- Coordinating with and obtaining approvals from Sound Transit, WSDOT and FHWA, and BNSF on required rail and highway corridor crossings.
- Conducting stakeholder outreach and public relations activities during design and construction.
- Providing and implementing a Project-specific Safety Plan, a Stormwater Pollution Prevention Plan, and other plans and pollution control measures required by Federal, state and local regulations or by the Design-Build Contract.
- Constructing the Project.

- Conducting testing of completed infrastructure (e.g., air testing of isolated pipe joints, internal video inspection, cathodic testing).
- Implementing and maintaining all quality management and control requirements and activities.

2.11 CITY'S ROLES AND RESPONSIBILITIES

The City's general responsibilities include:

- Completing all required activities under the State Environmental Policy Act (SEPA) (if any).
- If needed, cooperating with federal agencies on any environmental review under NEPA
- Furnishing data and information regarding the Project, including record drawings available to the City and existing, known geotechnical information, and preliminary modeling studies.
- Participating in the alternatives analysis process, and selecting a preferred alternative.
- Reviewing and commenting on alternatives analysis and design submittals as set forth in the Design-Build Contract.
- Obtaining governmental approvals and permits that the City is specifically identified as responsible for in the draft Design-Build Contract, and assist Design-BUILDER in obtaining governmental approvals and permits for which the Design-BUILDER is responsible.
- Providing adequate funding for preliminary services and for the cost of Stage 2 services subject to the agreed upon Guaranteed Maximum Price (GMP) (or firm fixed price, if applicable).
- Establishing contract performance standards.
- Providing contract oversight, including design and construction Quality Assurance (QA) and mitigation oversight.
- Providing a Project public spokesperson

SECTION 3 - RISK ALLOCATION AND KEY CONTRACT PROVISIONS

3.1 RISK ALLOCATION AND DRAFT RISK ALLOCATION MATRIX

The City has adopted an overall risk management philosophy that includes reducing or mitigating risks to the extent feasible, then assigning risks to the party best able to manage them.

A preliminary risk allocation matrix for the Project has been developed to identify the City's anticipated approach to risk allocation and to obtain input from Respondents. The matrix is included in Attachment B.

3.2 DRAFT FORM OF CONTRACT (TERM SHEET)

Attachment C includes a draft Form of Contract (in the form of a Term Sheet) outlining major contract terms that are anticipated to form the basis for the draft Design-Build Contract that will be issued with the RFP. An amendment to the executed Design-Build Contract will be used to incorporate scope, schedule, and pricing for Stage 2.

3.3 COMMENTS ON PRELIMINARY RISK ALLOCATION OR TERM SHEET

Respondents are encouraged to provide comments on the preliminary risk allocation matrix, and/or term sheet with their SOQs as described in Section 5.

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SECTION 4 - PROCUREMENT PROCESS AND SCHEDULE

4.1 POINTS OF CONTACT, CLARIFICATIONS AND ADDENDA

4.1.1 RESPONDENT'S POINT OF CONTACT

Each Respondent must register as a bid holder with the City of Tacoma's Procurement and Payable Division at the web site shown in Section 4.1.3 and shall provide the name, address, phone number, and email address of its contact person. Registered bid holders for this Project will receive notices of addenda, questions, and answers, and related updates to the original RFQ solicitation.

Respondents shall contact the Procurement and Payables Division for clarification of the RFQ or related Project specifics.

4.1.2 CITY POINT OF CONTACT

Respondents who have questions or need further clarification or information regarding the RFQ or the Project should contact the following designated City Point of Contact by email as follows:

Stan Rowden, Senior Buyer
E-mail: srowden@cityoftacoma.org

4.1.3 QUESTIONS, CLARIFICATIONS AND ADDENDA

Questions and requests for clarifications regarding this RFQ shall be submitted in writing to the City's Point of Contact as listed in Section 4.1.2. To be considered, all questions and requests must be received by 11:00 a.m., Pacific Time on the date indicated in Table 4-1.

The City reserves the right to revise this RFQ at any time before the SOQ Due Date indicated in Table 4-1. Such revisions, if any, will be announced by addenda to this RFQ. The City will use the following guidelines when responding to questions and requests for clarification and issuing addenda for this RFQ:

- Addenda, questions, requests for clarification, and responses will be posted to The City of Tacoma's website:

[Tacoma Purchasing Solicitations](#)

- The City will distribute addenda and other communications directly to the contact person registered as a bid holder via email notification as soon as each addendum, response, or group of responses is issued. When possible, the notification will include an electronic copy of the addendum or clarification. The Respondent's contact person is responsible for distributing copies of addenda and other RFQ-related information within their team.

If an answer to question or request for clarification requires no change to the RFQ, answers will be provided in writing to all bid holders registered with the City as set forth in Section 4.1.1. Changes to the RFQ or subsequent RFP will only be made through formal written addenda. Only changes identified and addressed by formal written addenda will be binding on the City. No oral answers will be binding.

The Respondents shall acknowledge receipt of all addenda by completing the Signature Page included in Attachment E, SOQ Forms. The executed Signature Page shall be included in Appendix C of Respondent's SOQ.

4.2 COMMUNICATION PROTOCOL

All communications regarding this RFQ and the overall procurement process shall comply with the following communications protocol:

- All inquiries concerning this Project and procurement process shall be addressed in writing (via email) to the City's designated contact (See Section 4.1).
- Any oral communications will be considered unofficial and non-binding on the City of Tacoma.
- Respondents are expected to conduct themselves with professional integrity and to refrain from lobbying activities. During the procurement process (commencing with issuance of this RFQ and continuing until execution of a Contract for the Project or cancellation of the procurement), no employees, member, agent and/ or consultant of any Respondent shall have any ex parte communications, directly or indirectly, regarding the procurement with any representative of the City of Tacoma, Sound Transit, BNSF, WSDOT, or FHWA including their staff, advisors, contractors or consultants involved with the procurement, except for communications expressly permitted by this RFQ or the RFP. Any verified allegation that a Respondent or an employee, agent, advisor, consultant or subcontractor of a Respondent has engaged in such prohibited communications or attempt to unduly influence the selection process may be cause for the City to disqualify the Respondent from participating, at the discretion of the City.

Failure to comply may result in disqualification of the Respondent.

4.3 PROCUREMENT PROCESS OVERVIEW AND SCHEDULE

The City will be conducting a two-step procurement process in accordance with RCW 39.10 to select a Design-Builder to deliver the Project.

- **Step 1: RFQ / SOQs / Short-listing.** The issuance of this RFQ initiates the first step of the procurement process. The City will evaluate and score submitted SOQs, considering additional information obtained through reference checking, to determine which Respondents are the most highly qualified to deliver the Project. The City anticipates short-listing up to three of the most qualified Respondents to advance to the second step in the procurement. All firms submitting SOQs will be

notified of the short-listed finalists. The City intends to conduct Post-Shortlist Confidential Meetings with short-listed finalists, as further described in Section 4.11.

- Step 2: RFPs / Proposals/Selection.** During the second step, the City will issue a Request for Proposals (RFP) for the Project to the short-listed Respondents. Only the short-listed Respondents will be eligible to submit Proposals for the Project. The City will conduct confidential meetings with short-listed Respondents. (Each short-listed Respondent who submits a Proposal in response to the RFP is referred to hereinafter as a Proposer.) The City will review Proposals, conduct interviews, at its sole discretion conduct additional reference checking, and select the Proposer that best meets the final evaluation criteria. The City will notify all Proposers of its selection decision and will make a selection summary of the Proposals available within two business days of such notification.

The City’s anticipated procurement schedule is included in Table 4-1:

Table 4-1. Anticipated Procurement Schedule

Activity or Milestone	Anticipated Date
RFQ Issued including Term Sheet	June 17
Pre-SOQ Submittal Meeting	June 25
Deadline for Questions on the RFQ	July 3
Date for Final City Addendum	July 10
SOQ Submittal Date	July 30
Short-list announcement	August
Post-Shortlist Confidential Meetings	August/September
RFP Issued (including draft Design-Build Contract)	September
Confidential Meetings	September/October
Proposal Submittal Date	October/November
Interviews	November
Selection Notification	November
Contract Negotiations	November - December
City Approval / Preliminary Services NTP	February 2025

The City is committed to making good faith efforts to issue a Notice to Proceed for Preliminary Services in February 2025 but reserves the right to modify the above dates at any time.

4.4 EVALUATION COMMITTEE

The City will establish an evaluation committee responsible for reviewing Statements of Qualifications and Proposals, evaluating them relative to the City’s established criteria and weightings, recommending a short-list of finalists, and recommending the Proposer with which to begin negotiations.

The evaluation committee will make its selection recommendation to the City of Tacoma Environmental Services Director. The Tacoma City Council will approve the Design-Build Contract.

4.5 ELIGIBILITY / DISALLOWED FIRMS

The City of Tacoma has retained the following consulting firms to provide guidance in preparing this RFQ, the RFP, and advice on related financial, contractual, and technical matters. These firms are prohibited from joining any Respondent's team or otherwise assist any Respondent with the procurement process.

- Brown and Caldwell
- KPG Psomas
- Hawkins, Delafield, & Wood

4.6 OBLIGATIONS TO KEEP TEAM INTACT

Respondents are advised that all firms and Key Personnel identified in the SOQ shall remain on the Project Team for the duration of the procurement process and execution of the Project. If extraordinary circumstances require a change, it must be submitted in writing to the Owner Representative, who, at their sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Respondent's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Respondent from further consideration.

4.7 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE

All SOQs received in response to the procurement documents will become the property of the City and will not be returned. It is the City's intent, to the extent permitted by law, to keep all SOQs confidential until execution of the Design-Build Contract.

The City acknowledges that some information provided by Respondents may be considered proprietary, confidential and/or exempt from disclosure pursuant to the Public Records Act, RCW 42.56 or the Washington Trade Secrets Act, RCW 19.108. If a Respondent believes that portions of its response are proprietary, confidential, or exempt from disclosure to third parties, the Respondent must clearly label the specific portions sought to be kept confidential and specify the exemption that the Respondent is relying upon. Marking all of or substantially all of a response as confidential may result in the response being considered non-responsive by the City. In the event that the City receives a request for public records to which part of all of a Respondent's response is responsive, the City will promptly provide the Respondent notice of the request and an opportunity to seek at its own expense a protective order to preserve the confidentiality of the request materials.

Notwithstanding the foregoing, Respondents recognize and agree that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure of information or materials to third parties.

4.8 INTELLECTUAL PROPERTY

All intellectual property developed by the Design-Builder in connection with the performance of the Design-Build Contract shall be owned by the Design-Builder, and is hereby licensed to the City on a non-exclusive, cost free, perpetual basis for use by the City. Such intellectual property shall include technology, inventions, innovations, processes, know-how, formulas and software, whether protected as proprietary information, trade secrets, or patents. The City shall have an irrevocable, perpetual and unrestricted right to use such intellectual property for any City purpose. The City shall not license, transfer or otherwise make available such intellectual property to any third-party without the written consent of the Design-Builder, which consent is hereby granted for purposes of operating the Project. The City's use of any such intellectual property for purposes other than in connection with the Project shall be at its own risk and the Design-Builder shall have no liability therefor.

4.9 HONORARIA

Except for the honorarium detailed below, the City is not liable for any costs whatsoever incurred by Proposers in association with the preparation of SOQs or Proposals or preparing for and participating in presentations or interviews for this Project.

The City will offer an honorarium of \$75,000 to each short-listed firm submitting a responsive Proposal that is not selected for the Project. More details regarding the honorarium will be included in the RFP.

4.10 PROTESTS

4.10.1 PROTEST PROCEDURES

This Section sets forth the exclusive protest remedies available with respect to this RFQ and the subsequent RFP. By submitting its SOQ, each Respondent acknowledges the limitation on its rights to protest as set forth in this RFQ; waives all other rights and remedies; and agrees that the decision on any protest, as provided in this RFQ and the subsequent RFP, shall be final and conclusive unless wholly arbitrary and capricious. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by the Respondents. Such waiver and agreement by each Respondent are also consideration to other Respondents for making the same waiver and agreement.

4.10.2 PROTESTS REGARDING THE RFQ AND RFP

Protests regarding the shortlist, rejection, or selection of submittals are governed by the Tacoma Municipal Code Section 1.06.266, by the City of Tacoma Purchasing Policy Manual and by Chapter 39.10 RCW: Alternative Public Works Contracting Procedures. Protests shall be submitted to the finance/purchasing manager for hearing by the Board

of Contracts and Awards and recommendation to the appropriate final approving authority. Protests of this RFQ or the subsequent RFP shall be limited to the solicitation and/or evaluation process. No protest will be accepted based solely on a challenge to the City's exercise of discretion or judgment in the selection of finalist(s) or in making a contract award recommendation. Notwithstanding anything to the contrary in the Tacoma Municipal Code or the City of Tacoma Purchasing Policy Manual, any such protest must be received within two business days after notice of the shortlist, rejection or final selection is given, and failure to do so shall result in a waiver of such protest rights. The decision of the Board of Contracts and Awards may be appealed to the City Council on a quasi-judicial de novo basis on the record below.

4.10.3 COST AND DAMAGES

The City shall not be liable for costs and/or damages to the Respondent filing the protest or to any participant in the protest, on any basis, express or implied.

4.11 RFQ/SOQ EVALUATION / SHORT-LISTING PROCESS

4.11.1 PRE-SOQ SUBMITTAL MEETING (OPTIONAL)

The City will hold an in-person informational meeting for potential Respondents regarding this RFQ. Attendance at this meeting is optional and is not a prerequisite to being a Respondent. The meeting will be held on the date indicated in Table 4-1 from 1:00-2:30 PM at the following location:

Center for Urban Waters
326 East D Street, Room 101 & 102
Tacoma, WA 98421

Applicable questions asked during the meeting will be answered by the City via written clarification and any related changes to the RFQ will be issued via addendum.

4.11.2 RESPONSIVENESS / COMPLETENESS

The City will initially review SOQs for responsiveness and completeness. Responsive SOQs shall be determined according to compliance with the requirements identified in this RFQ.

4.11.3 REQUIRED MINIMUM QUALIFICATIONS (PASS/FAIL EVALUATION CRITERIA)

To be considered for short-listing, Respondents must demonstrate that they meet the required minimum qualifications shown in Table 4-2. These items will be scored Pass / Fail. Failure to meet minimum qualifications will result in an SOQ being eliminated from further evaluation. However, the evaluation committee may request clarification or additional information to remedy a failure.

Table 4-2. SOQ Minimum Qualification Criteria

Criterion	Scoring
Ability to provide DB performance and payment bonds	Pass/Fail
Ability to provide insurance likely to be required	Pass/Fail
Required Licenses <ul style="list-style-type: none"> • Design-Builder’s general contractors license (WA) • Designer-of-Record professional engineering license (WA) 	Pass/Fail
Accident Prevention Program	Pass/Fail

4.11.4 REFERENCE CHECKING

As part of the short-listing process, the City will conduct initial reference checking (by phone and/or email) for the proposed Design-Builder and other Key Firms as well as Key Personnel. Reference checking will be used to verify information included in SOQs and will not be separately scored. Non-responsive listed references, references that fail to support applicable SOQ information, or poor references will be considered by the evaluation committee in scoring SOQs. The City reserves the right to check references not included in a Respondent’s SOQ.

4.11.5 EVALUATION AND SHORT-LISTING

The evaluation committee will evaluate, score and rank the responsive SOQs that satisfy the Minimum Qualification Requirements, considering clarifications gained during reference checking, using the scored evaluation criteria set forth in Table 4-3. Based on this scoring and ranking, the City’s intent is to short-list up to three firms to advance to the Proposal step, although the City reserves the right to shortlist more or fewer Respondents.

4.11.6 POST-SHORTLIST CONFIDENTIAL MEETINGS

Following the short-listing notification but prior to RFP issuance, the City will hold Confidential Meetings with each short-listed Respondent to obtain input on a focused list of issues that the City may use to help structure the RFP. Prior to the Confidential Meetings, the City will distribute the list of questions and issues for discussion. No other issues will be discussed during the meetings. Comments provided during the individual Confidential Meetings will not be shared with other short-listed Respondents.

Table 4-3. SOQ Scored Evaluation Criteria

Criteria	Weighting
Team Structure and Leadership	30 points
Collaborative Delivery Experience and Team Integration	30 points
Qualifications and Experience of Proposed Design Team	15 points
Qualifications and Experience of Proposed Construction Team	25 points
TOTAL	100 points

4.12 RFP/ PROPOSAL EVALUATION / DESIGN-BUILDER SELECTION

Procedures, content, and technical requirements for Proposal submittal will be detailed in the RFP and are generally described below.

Proposals from short-listed firms will be reviewed and evaluated against the criteria and weightings in Table 4-4.

Table 4-4. Proposal and Interview Evaluation Criteria

Criteria	Weight
Identification of any change to “Pass / Fail” conditions from SOQ	Pass/Fail
Confirmation of ability to provide payment and performance bonds	Pass / Fail
Qualifications and Experience, including reconsideration of all factors required for SOQ plus supplemental information; ability of Professional Personnel; and Past Performance on Similar Projects	30 points
Management Plan / Commercial Approach, including but not limited to: ability to meet time and budget requirements; recent, current, and projected work-loads for Key Personnel; and location of Key Firms	30 points
Technical Approach / Design Concept	25 points
Cost or Price-related Factors, including but not limited to Preliminary Services pricing, overhead and profit percentages, and general conditions staffing rates	10 points
Equity in Contracting (EIC) Inclusion plan	5 points
Total	100 points

4.12.1 RFP/CONTRACT CONFIDENTIAL MEETINGS

Following issuance of the RFP, the City anticipates holding Confidential Meetings to give each short-listed Respondent an opportunity to confidentially discuss the RFP, the draft

Design-Build Contract, and their Project technical concepts. Unless changes to the RFP or draft Design-Build Contract result, the content of the individual Confidential Meetings will not be shared with other short-listed Respondents. The Confidential Meetings will be subject to ground rules to ensure that the City maintains a fair process including a “level playing field”.

4.12.2 INTERVIEWS

The City will conduct interviews during the Proposal evaluation process. Interviews will not be scored separately, but will be considered when scoring other criteria in Table 4-4.

4.12.3 FINAL SELECTION AND NEGOTIATIONS

Proposers will be ranked by the evaluation committee based on their total scores for Proposals as informed by the interviews and reference checking. The highest ranked Proposer will be recommended for negotiations. If unable to reach agreement with the highest ranked Proposer, the City reserves the right to negotiate with the next highest-ranked Proposer.

SECTION 5 - STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS

5.1 SUBMITTAL DEADLINE AND LOCATION

See the RFQ cover sheet at the beginning of this RFQ for submittal deadline and location information.

5.2 SOQ SUBMITTAL QUANTITIES

Each Respondent shall provide the following:

- An electronic copy of the SOQ in PDF format with the Sections and Subsections bookmarked
- Three bound hard copies of the SOQ, excluding Appendices D and E

The bound hard copies shall be packed together in one sealed package for delivery to the City. The outside of the sealed package shall be clearly identified, labeled, and addressed with the following:

- A return address including the Respondent’s name, contact person’s name, and mailing address
- The address of the City of Tacoma’s Procurement and Payables Division, as indicated in Section 5.1
- “Puyallup Avenue Sewer Utility Replacement Project, ES24-0035F “Statement of Qualifications”

- The date of the submittal

5.3 WITHDRAWALS / RESUBMITTAL OF SOQS

After submitting an SOQ to the City, the Respondent may withdraw the SOQ if all of the following occurs:

- The Respondent submits a written notice to the City's Procurement and Payables Office, signed by an authorized representative of the Respondent
- The City receives the request before the SOQ due date and time

The original SOQ may be revised and resubmitted if the City receives the revised SOQ before the SOQ due date.

5.4 SOQ FORMAT

The SOQ shall be formatted as follows:

- **Language:** All information shall be in English.
- **Type Font:** The font shall be Times New Roman or Arial. All narrative text shall be single-spaced, 12 point font. The minimum font size for headings shall be 12 point font. The minimum font size for charts, exhibits, and other illustrative and graphical information shall be 9 point font.
- **Page Size:** With the exception of team and individual-level organization charts, all information shall be printed on 8.5-inch by 11-inch paper. Team and individual-level organization charts may be one-sided on 11-inch by 17-inch paper. 11-inch by 17-inch paper, if any, shall be tri-folded to 8.5-inch by 11-inch and will be counted as one sheet.
- **Page Margins:** No text, tables, figures, photos, or other substantive content shall be printed within 0.75 inch of any page edge.
- **Page Limit:** The SOQ page limit is 50 pages, excluding cover, table of contents, dividers and appendices. A page is one printed side of one sheet (i.e., double-sided sheet counts as two pages). The pages of each section will be reviewed and evaluated in numerical order. Any content exceeding the page limits will not be reviewed and will not be included in the evaluation. The SOQ shall include only information required by this RFQ. No other information will be considered in the evaluation of the SOQ.
- **Dividers:** Section dividers shall contain the Section number and/or Section title. No other text is permitted on the dividers. The dividers will not be counted toward the allowable page total.
- **Binding:** Each copy of the SOQ shall be bound separately.

- **Front Cover:** The front cover of each SOQ shall be labeled with the name of the Respondent, along with the following:

Puyallup Avenue Sewer Utility Replacement Project ES24-0035F
Statement of Qualifications
Date of Submittal

5.5 SOQ SUBMITTALS AND EVALUATION CRITERIA

The SOQ shall contain the information described in Table 5-1 in the order shown unless otherwise indicated.

Table 5-1. SOQ Submittal Requirements

Submittal Section	Submittal Requirements
Cover Letter	Provide a cover letter accompanying the SOQ. Letter must: <ul style="list-style-type: none"> • Be signed by an authorized representative of the Design-Build Entity with authority to commit to the work • Include point of contact name and contact information for all future correspondence related to the PDB procurement <i>2 pages maximum</i>
Table of Contents	Provide a Table of Contents that includes major headings of the SOQ and associated page numbers as well as a list of appropriate tables, graphics, figures, photos, appendices, etc.
Section 1 Minimum Qualifications (Pass/Fail)	
1.1 Ability to Provide Required Project Payment and Performance Bonds	<ul style="list-style-type: none"> • Provide required letter from surety(ies) confirming Design-Build Entity's ability to obtain Design-Build payment and performance bonds, and current available bonding capacity • Identify names and ratings of sureties <i>If the Design-Build Entity is a JV, partnership or association, provide required letter for all members or partners</i>
1.2 Ability to Provide Insurance	<ul style="list-style-type: none"> • Provide required letter from insurers confirming Design-Build Entity's ability to obtain the types and limits of insurance anticipated to be required for the Project including the Designer of Record's Professional Liability Insurance. Anticipated insurance requirements are included in Attachment D to this RFQ. (see Attachment E, SOQ Forms for the form of insurance letter required) • Identify names and ratings of insurers <i>If the Design-Build Entity is a JV or partnership, provide required letter for all members or partners.</i>
1.3 Required Licenses	Provide documentation of required licensing: <ul style="list-style-type: none"> • Design-Builder's general contractors license (WA) • Designer-of-Record professional engineering license (individual) (WA)

Submittal Section	Submittal Requirements
1.4 Accident Prevention (Safety) Program	Provide summary of Respondent's Accident Prevention Program
Section 2 – Team Structure and Leadership (30 points)	
2.1 Corporate Structure	<ul style="list-style-type: none"> • Identify Respondent's legal entity's corporate structure (i.e., corporation, joint venture, partnership, etc.) and years in business. If the Respondent's legal entity has not yet been formed, then the Respondent shall provide a brief description of the proposed legal structure • If the Respondent is a joint venture, limited liability company, partnership, or other association, the Respondent shall provide an express statement from each of the partners/members as to their joint and several liability on the Project • Provide Organization Chart showing roles and responsibilities of Key Firms (For Stages 1 and 2) • Provide documentation of legal structure (in Appendix E)
2.2 Alignment of Key Personnel	<ul style="list-style-type: none"> • Provide Organization Chart showing roles and responsibilities of Key Personnel (For Stages 1 and 2) • Discuss alignment of roles and responsibilities with qualifications and experience of Key Personnel
2.3 Team Leadership	<ul style="list-style-type: none"> • Discuss Project Manager's experience leading similar teams and how Project Manager will ensure ongoing integration of design, construction, and speciality areas (e.g., geotechnical, permitting, and stakeholder outreach) through both Stages 1 and 2 of the work. Describe any anticipated transitions in project leadership between Stage 1 and Stage 2. • Discuss Project Manager's experience leading collaborative delivery (PDB, GC/CM, and/or fixed-price DB) projects. Indicate whether the Project Manager has DBIA or similar relevant certification. • Provide project examples demonstrating the team's ability to communicate clearly and effectively as a project team, and to cooperate with project owners <p><i>Refer to Reference Project Profiles and Resumes as applicable</i></p>
2.4 Equity in Contracting Inclusion Plan	<ul style="list-style-type: none"> • Provide a complete Inclusion Plan as Appendix D to the SOQ (template included in Attachment E) detailing planned efforts to maximize the opportunities in contributing to the City of Tacoma's diversity goals. Include discussion of past performance in utilization of business entities certified with the office of minority and women's business enterprises, including small businesses and business entities certified with the department of veterans affairs.
2.5 Adequacy of Resources	<ul style="list-style-type: none"> • Provide percent availability of Key Personnel during Stages 1 and 2 • Indicate redundancy/backups for Key Personnel and other project resources • Indicate location of home or local office from which work will be conducted or equipment mobilized. Describe relationships with local subcontractors and craft labor.

Submittal Section	Submittal Requirements
2.6 Financial Strength	<p>Provide the following documentation:</p> <ul style="list-style-type: none"> • Identification of any pending litigation with the ability to materially adversely affect Design-Builder’s financial position or ability to deliver work. Proposers may provide explanatory information for consideration if applicable • Identification of any Design-Builder or construction Lead Firm bankruptcies, defaults, or contract terminations for cause in prior five years • Financial Statements as required in Appendix F • State willingness to provide third-party Guarantee if needed to support Respondent’s financial strength and include financial statements in Appendix F
Section 3 – Collaborative Delivery Experience and Team Integration (30 points)	
3.1 Firm Experience	<ul style="list-style-type: none"> • Describe Design-Builder’s and other Key Firms’ experience with collaborative delivery projects, including progressive Design-Build, GC/CM and other forms of Construction Management at Risk (CMAR), and fixed-price Design-Build • Based on your team’s experience with collaborative delivery projects, provide a narrative summarizing what you see as most important in terms of qualifications, experience, and approach that will make this project successful? What is different in how you structure your team than if you were approaching as design-bid-build delivery? What are the key factors that will contribute to project success? Give examples of approaches that you have used on past collaborative delivery projects that have contributed to successful project outcomes. What has worked well? What has worked poorly? <p><i>Refer to Reference Project Profiles and Resumes as applicable</i></p>
3.2 Experience of Key Personnel	<ul style="list-style-type: none"> • Describe Key Personnel’s experience with collaborative delivery projects, including progressive Design-Build, GC/CM and other forms of CMAR, and fixed-price Design-Build. Additional preference will be given for teams that include DBIA certified professionals, especially for the Project Manager. <p><i>Refer to Reference Project Profiles and Resumes as applicable</i></p>
3.3 Team Integration and Experience Working Together	<ul style="list-style-type: none"> • Describe experience where Key Firms and Key Personnel have worked together on previous projects and the nature of those projects. Identify specific individuals (and their roles) involved in those previous projects that are included in this project team. • Describe Designer of Record’s and other key design lead’s (e.g., bridge design lead, geotechnical engineer) expected ongoing involvement during construction • Describe Construction Lead(s) expected involvement during Stage 1 <p><i>Refer to Reference Project Profiles and Resumes as applicable</i></p>
Section 4 -- Qualifications and Experience of Proposed Design Team (15 points)	
4.1 Design Firms’ Experience and Qualifications	<ul style="list-style-type: none"> • Provide summaries of the relevant experience of the firms that will serve as the Designer-of-Record, other design firms, and the geotechnical engineering firm

Submittal Section	Submittal Requirements
4.2 Specific Design Experience of Firms and Key Personnel	<ul style="list-style-type: none"> • Specifically describe Key Firm and Key Personnel experience in the following areas: <ul style="list-style-type: none"> - designing large diameter surface water or sewer piping - designing for installation using trenchless methods, including transportation crossings - designing similar pipe rehabilitation applications - designing bridge removals, roadway restoration, or similar structural features - design experience in geotechnical conditions similar to those that are expected for this Project (e.g., deep pipe installation, challenging dewatering conditions) - identify who on your team will be responsible for dewatering design - design experience related to utility construction in congested urban areas - obtaining similar permits/approvals (e.g., Sound Transit and WSDOT crossings, work adjacent to BNSF, shoreline permits) <p><i>Refer to Reference Project Profiles and Resumes as applicable</i></p>
Section 5 – Qualifications and Experience of Proposed Construction Team (25 points)	
5.1 Construction Firms' Experience and Qualifications	<ul style="list-style-type: none"> • Provide summary descriptions of the experience and qualifications of the Design-Builder and Key Firms for construction
5.2 Related Construction Experience of Firms and Key Personnel	<ul style="list-style-type: none"> • Specifically describe firm and Key Personnel experience in the following areas: <ul style="list-style-type: none"> - constructing large diameter surface water or sewer conveyance piping - installing deep open-cut pipe, including conducting dewatering in challenging areas - identify who on your team will be responsible for dewatering construction and operation - working under and adjacent to interstates and major rail corridors, including using trenchless construction methods for transportation crossings - demolishing bridges or other large structures while avoiding damage or impacts to adjacent properties - installing and operating sewer bypass systems, including coordination with owner operations staff for switchovers, shutdowns, and other operational impacts - mitigating the impacts of construction activities in urban areas with sensitive public stakeholders <p><i>Refer to Reference Project Profiles and Resumes as applicable</i></p>

Submittal Section	Submittal Requirements
Appendix A – Reference Project Profiles	
	<ul style="list-style-type: none"> • Provide up to seven descriptions of relevant projects, each completed no longer than ten years prior to the date of submission. Projects that are in-progress are acceptable, but their level of completion will be considered in the evaluation, so Respondents are encouraged to provide projects that are nearly complete if possible • Each description should include: <ul style="list-style-type: none"> - Project name, client and location - Contracting method - Total installed cost - Start date and completion date (or estimated completion date) - Percentage of overall project work performed by Design-Builder and Key Firms. Specifically identify any work self-performed by Design-Builder - Specific roles and scope of any Key Firm on the Respondent’s team that was associated with the project - Specific roles of any Key Personnel proposed for this Project - Narrative description of the project and its applicability to this Project - Narrative description of any changes in lead personnel for the reference project - Narrative description of major issues, sanctions, and issue resolution - Schedule and budget performance - Client reference contact information (name, role on project, phone, e-mail) <p><i>Project profiles shall be no more than one 11X17 page</i></p>
Appendix B – Resumes	
	<ul style="list-style-type: none"> • At a minimum, provide resumes of Key Personnel; resumes for others may be provided at the option of Respondent. Resumes shall include education, professional licenses and certifications, years of experience, descriptions of relevant projects and role; and two project references (including client reference contact information) • <i>Resumes shall be limited to no more than two pages each</i>
Appendix C – Completed Forms	
	<ul style="list-style-type: none"> • Provide the following in Appendix C: <ul style="list-style-type: none"> - Form A: Signature Page, Addenda Acknowledgement and Non-Collusion Declaration - Form B1: Organizational Conflict of Interest Certification
Appendix D – Inclusion Plan	
	<ul style="list-style-type: none"> • Provide Inclusion Plan following City-provided template and including narrative requested in Section 2.4 of this table.
Appendix E – Corporate Documents (1 copy only in separate envelope)	

Submittal Section	Submittal Requirements
	<ul style="list-style-type: none"> • If the Respondent’s legal entity has already been formed, the Respondent shall provide complete copies of the organizational documents, along with those documents that allow, or would allow by the time of Contract award, the Respondent and its team members to conduct business in the State of Washington • If the Respondent’s legal entity has not yet been formed, then the Respondent shall provide draft copies of the underlying agreements. Once the legal entity is finalized, the Respondent shall supplement its SOQ with copies of the final organizational documents. The final organizational documents shall be submitted with the Proposal as described in the upcoming RFP
Appendix F – Financial Statements (1 copy only in separate envelope)	
	<ul style="list-style-type: none"> • Provide audited financial statements from last three years and unaudited financial statements from Q1-2024
Appendix G – Respondent’s comments on draft Term Sheet and Risk Matrix (Optional – not scored)	
	<ul style="list-style-type: none"> • At Respondents option, provide comments on draft Term Sheet and Preliminary Risk Matrix

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SECTION 6 - SELECT BUSINESS TERMS AND CONDITIONS

6.1 CODE OF ETHICS

By submitting an SOQ in response to this RFQ or subsequently by submitting a Proposal in response to the RFP, the Respondent understands that, if selected, it agrees to comply with the City's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code. The Respondent further understands and agrees that, if selected, any violation of the City's Code of Ethics shall constitute a breach of the Contract subjecting the Contract to termination.

6.2 CITY OF TACOMA BUSINESS LICENSE AND TAXES

The selected firm, at its expense, shall obtain and keep in force any and all necessary licenses and permits and shall obtain a City of Tacoma business license. It is the responsibility of the firm ultimately awarded the Design-Build Contract to register with the City of Tacoma's Department of Tax and License, 747 Market Street, Tacoma, WA 98402-36 3768, telephone 253-591-5252.

6.3 PREVAILING WAGE

Prevailing wages are required to be paid on all applicable work for this Project in accordance with Chapter 39.12 RCW.

6.4 EQUAL EMPLOYMENT OPPORTUNITY

Discrimination in all phases of contracted employment, consultant activities, and training is prohibited by Title VI of Civil Rights Act and statutes. These laws (and corresponding regulations) establish the requirements for affirmative action efforts and define the basic nondiscrimination provisions as required by this RFQ. The selected Design-Builder will be required to follow Washington and Federal Equal Opportunity (EEO) laws and regulations. Information regarding EES will be set forth in the RFP.

6.5 LITIGATION

The Respondent agrees, by submitting an SOQ under this Request for Qualifications, that Pierce County shall be the venue of any arbitration or lawsuit arising out of this RFQ, and also any contract that may be awarded pursuant to this RFQ. Washington law shall exclusively govern the resolution of any such disputes both as to interpretation and performance.

6.6 COMPLIANCE WITH REGULATIONS

Short-listed teams that subsequently propose in response to the RFP agree to abide by all laws, rules and regulations promulgated by the United States of America, the State of Washington, or any agencies or subdivisions thereof, specifically including WISHA and OSHA regulations in effect at the time of Proposal opening. Short-listed firms that propose in response to the subsequent RFP, if selected, shall be solely responsible for all violations of the law from any cause in connection with work performed under the Design-Build Contract.

6.7 EQUITY IN CONTRACTING PROGRAM (EIC)

The Equity in Contracting (EIC) Program, Tacoma Municipal Code (TMC) Chapter 1.07, offers access to contracting and procurement opportunities, as well as guidance and technical assistance, to historically underutilized businesses interested in providing supplies, services and public works support to the City. It is the City's policy that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts.

The City encourages the Design-Builder to provide meaningful subcontracting opportunities on the Project for City "Certified Businesses." The City defines "Certified Business" in TMC 1.07.020.C as an entity that has been certified as Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), or Minority and Women's Business Enterprise (MWBE) by the Washington State Office of Minority and Women's Business Enterprise. and which has been approved by the EIC Program as meeting the criteria set forth in TMC 1.07.050 . Additionally, per RCW 39.10.320 Veteran certified businesses shall be considered for inclusion in the Design-Builder's proposal.

At City request, Design-Builder must furnish evidence such as copies of agreements with Certified Business subcontractors, which demonstrate the use of Certified Businesses on the Project, either before contract execution or during contract performance. The Design-Builder must request written approval for changes to the use of specified Certified Businesses. The RFP for this Project will include an established EIC goal. The RFQ will require the Respondent to submit an Equity in Contracting Inclusion Plan which will identify how the team will approach meeting the equity goal. This Inclusion Plan will be part of the SOQ scoring criteria as indicated in Table 4-4 of this RFQ.

6.8 LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP) PARTICIPATION

The Project is a qualifying public work project with two mandatory City workforce utilization requirements – the Local Employment Utilization Requirement and the Apprenticeship Utilization Requirement. Per the Local Employment Requirement, the Design-Builder must ensure 15 percent (15%) of the total construction trade labor hours worked on the Project are performed by journey or apprentice level trade workers who are residents of the City of Tacoma or the Economically Distressed Areas of the Tacoma Public Utilities Service Area. The Apprentice

Utilization Requirement is similar and requires the Design-Builder to ensure an additional 15 percent (15%) of the total construction trade labor hours worked on the Project are performed by Apprentices enrolled in a Washington State Apprenticeship Council-approved Apprenticeship and who are residents of the Tacoma Public Utilities Service Area.

Attachment A. Project Reference Documents

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REQUEST FOR QUALIFICATIONS SPECIFICATION NO. ES24-0035F

Puyallup Avenue Sewer Utility Replacement Project

Attachment A – List of Reference Documents

1. City of Tacoma D-to-M Streets Track and Signal Surface Water Hydraulic Analysis, Technical Memorandum: Flooding Reduction Alternatives Analysis, Carollo, November 2020.
2. City of Tacoma D-to-M Streets Track and Signal Surface Water Hydraulic Analysis, Technical Memorandum: Storm and Sanitary Reconfiguration, Carollo, November 2021.
3. City of Tacoma D-to-M Streets Track and Signal Surface Water Hydraulic Analysis, Executive Summary: Flooding Reduction Alternatives Analysis and Storm and Sanitary Reconfiguration, Carollo, November 2021.
4. City of Tacoma Puyallup Ave and E 26th Street Project Memorandum, Carollo, January 31, 2024.

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Attachment B. Preliminary Risk Matrix

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REQUEST FOR QUALIFICATIONS SPECIFICATION NO. ES24-0035F
Puyallup Avenue Sewer Utility Replacement Project
Attachment B – Preliminary Risk Matrix

This Preliminary Risk Matrix represents the anticipated risk allocation for the Project; the final risk allocation will be reflected in the draft DB Contract included with the RFP.

Risk	Risk Allocation	Description
<i>Design-Related Risks</i>		
Selection of Preferred Alternative	City	<ul style="list-style-type: none"> During Stage 1, the City will make final decision on preferred alternative considering Design-Builder's input on cost, technical feasibility, risks, property considerations and easements, stakeholder issues, constructability, schedule implications and other factors.
General Design Liability	Design-Builder	<ul style="list-style-type: none"> Design-Builder responsible for all aspects of the design for the Project
Selection of Materials of Construction	Design-Builder	<ul style="list-style-type: none"> Design-Builder's Designer of Record to select and specify appropriate materials, which shall, at a minimum, be consistent with applicable City Standard Specifications.
<i>Assumption of Existing Conditions Risks</i>		
Geotechnical and Groundwater	Shared	<ul style="list-style-type: none"> Selected Design-Builder will conduct geotechnical and groundwater investigations to support their design and to develop a Geotechnical Baseline Report that meets standards set forth in the RFP and draft Design-Build Contract. The Geotechnical Baseline Report will be subject to City review and approval. During construction, risk of geotechnical and groundwater conditions will be shared as mutually agreed in the Project Risk Register based on criteria defined in the approved Geotechnical Baseline Report. <p>The Design-Builder will bear risk for conditions encountered during construction that are within baselines established in the Project Risk Register, or which the Design-Builder knew about or should have known about. If the conditions encountered during construction are outside the baselines, the City will bear the risk.</p>
Condition and Location of Existing Buried Utilities and Structures	Shared	<ul style="list-style-type: none"> City will provide Design-Builder with known as-built drawings for buried infrastructure and structures. Design-Builder will be required to conduct utility locates, pot-holing, and possibly other measures to confirm utility locations as set forth in the RFP. Provided Design-Builder properly conducts required due diligence (i.e. in accordance with standards defined in the Design-Build Contract), the risk of unidentified buried infrastructure and structures and of identified but mis-located buried infrastructure and structures will be the City's.
Site Contamination	Shared	<ul style="list-style-type: none"> City will provide Design-Builder with known information on contaminated sites and potentially contaminated sites (soil, groundwater) via historical reports included in the Reference Documents in the RFP. The extent to which Design-Builder can rely on this information will be detailed in the RFP. The Contract will require Design-Builder to collect and test soil and groundwater samples during the Preliminary Services Phase to assess the potential for soil and groundwater contamination within the Project area.. Design-Builder will be expected to incorporate costs (excluding tipping fees, which will be paid by the City) for contaminated soil and groundwater removal and disposal from any known or suspected contaminated sites, as identified in the RFP or during preliminary services, into its GMP proposal. The Design-Builder will bear risk for pricing and schedule of soil and groundwater removal and disposal for sites identified in the RFP. The Design-Builder will have no CERCLA generator liability for existing contamination. The City will bear the risk for soil and groundwater removal and disposal for any contamination sites encountered during construction that were not identified in the RFP or during preliminary services, provided Design-Builder properly conducts the required due diligence (i.e. in accordance with standards defined in the Design-Build Contract). Contamination or recontamination caused or exacerbated by Design-Builder's activities will be Design-Builder's risk.
<i>Required Permits and Approvals, and Change in Law</i>		
Environmental Review (SEPA / NEPA)	Primarily City	<ul style="list-style-type: none"> The City is complying with the State Environmental Policy Act (SEPA) for this Project in the following way: The Project proposal qualifies as a planned action under the South Downtown Subarea Plans Final Environmental Impact Statements (FEISs). The Project is consistent with the subarea plan ordinances and FEISs, and will be required to meet the requirements of the mitigation measures identified per the FEISs. Therefore, no additional environmental review under SEPA is expected for the Project. The Design-Builder will be required to comply with those FEISs' mitigation measures that are identified as applicable to the Project by the City. This information will be provided to Proposers as part of the RFP. If NEPA review is required, City will coordinate with federal lead agencies. Design-Builder will be expected to provide required technical and environmental studies to support the process. Completion of the NEPA process, if required, will be a precondition for commencing Stage 2.

Risk	Risk Allocation	Description
City of Tacoma Shoreline Substantial Development Permits	City	<ul style="list-style-type: none"> City will be submitting an exemption application for this permit, which will require supporting technical information from the Design-Builder.
Utility Franchise, Temporary Access Break, and/or Permanent Access Break (WSDOT) / (FHWA)	Primarily Design-Builder	<ul style="list-style-type: none"> The Design-Builder will be responsible for obtaining permits and approvals from WSDOT / FHWA. The potential for FHWA involvement in the WSDOT permit/approval process is uncertain. . WSDOT approval will be a precondition to Stage 2; the City will have the right to waive that precondition. If the Design-Builder is able to obtain the approval during Stage 1 (which has no fixed schedule), the Design-Builder will be able to incorporate any schedule and cost impacts resulting from approval conditions into its proposed GMP. If the City elects to waive this as a precondition for initiating Stage 2 work, then the delay and cost risks would also be subject to negotiation at the time the GMP amendment is negotiated. If the City waives this approval as a precondition to initiating Stage 2 work and subsequent changes to the Design-Builder's design concept result in additional permit review time or a permit amendment, the risk of delay will be the Design-Builder's to the extent not accounted for in the negotiated GMP and Design-Builder's proposed Stage 2 schedule. It is anticipated that the Design-Build Agreement will provide schedule relief in the event regulatory approvals are delayed due to no fault of the Design-Builder.
Sound Transit Approval (anticipated Tacoma Link light rail trenchless crossing)	Primarily Design-Builder	<ul style="list-style-type: none"> The Design-Builder will be responsible for obtaining permits and approvals from Sound Transit. Sound Transit approval will be a precondition to Stage 2; the City will have the right to waive that precondition. If the Design-Builder is able to obtain the approval during Stage 1 (which has no fixed schedule), the Design-Builder will be able to incorporate any schedule and cost impacts resulting from approval conditions into its proposed GMP. If the City elects to waive this as a precondition for initiating Stage 2 work, then the delay and cost risks would also be subject to negotiation at the time the GMP amendment is negotiated. If the City waives this approval as a precondition to initiating Stage 2 work and subsequent changes to the Design-Builder's design concept result in additional permit review time or a permit amendment, the risk of delay will be the Design-Builder's to the extent not accounted for in the negotiated GMP and Design-Builder's proposed Stage 2 schedule. It is anticipated that the Design-Build Agreement will provide schedule relief in the event regulatory approvals are delayed due to no fault of the Design-Builder.
BNSF Approval (work within 50 feet of tracks)	Primarily Design-Builder	<ul style="list-style-type: none"> The Design-Builder will be responsible for obtaining permits and approvals from BNSF. BNSF approval will be a precondition to Stage 2; the City will have the right to waive that precondition. If the Design-Builder is able to obtain the approval during Stage 1 (which has no fixed schedule), the Design-Builder will be able to incorporate any schedule and cost impacts resulting from approval conditions into its proposed GMP. If the City elects to waive this as a precondition for initiating Stage 2 work, then the delay and cost risks would also be subject to negotiation at the time the GMP amendment is negotiated. If the City waives this approval as a precondition to initiating Stage 2 work and subsequent changes to the Design-Builder's design concept result in additional permit review time or a permit amendment, the risk of delay will be the Design-Builder's to the extent not accounted for in the negotiated GMP and Design-Builder's proposed Stage 2 schedule. It is anticipated that the Design-Build Agreement will provide schedule relief in the event regulatory approvals are delayed due to no fault of the Design-Builder.
City Rights of Way Approvals	City	<ul style="list-style-type: none"> Except for crossings, City will acquire required Rights-of-Way and easements for construction.
Other Permits Required for Construction	Design-Builder	<ul style="list-style-type: none"> Design-Builder responsible for other environmental and construction permits required for construction including excavation and utility permits.
Compliance with Permit Conditions and Environmental Regulations	Design-Builder	<ul style="list-style-type: none"> Design-Builder required to comply with all permit conditions and all environmental regulations including City rules affecting time of construction and noise limitations.
Change in Law	Shared	<ul style="list-style-type: none"> Design-Builder required to account for applicable changes in law that occur during Stage 1 into its proposed GMP and schedule for Stage 2. City risk if Change in law occurs during Stage 2.
Cost and Financing / Payment		
Costs -- Stage 1	Shared	<ul style="list-style-type: none"> It is anticipated that the City will either ask for Stage 1 pricing on a not-to-exceed, cost reimbursable basis or will establish allowances / assumptions for items that cannot be easily priced by Proposers. City risk if cost overruns due to change in scope or uncontrollable circumstance.
Costs -- Stage 2	Shared	<ul style="list-style-type: none"> Design-Builder to be reimbursed on a cost plus fee basis up to the GMP. <ul style="list-style-type: none"> If total costs exceed GMP, Design-Builder risk Certain costs identified as unallowable are the responsibility of the Design-Builder City risk if cost overruns due to change in scope or uncontrollable circumstance.
Financing / Payment	City	<ul style="list-style-type: none"> City is responsible for obtaining financing and timely payment to the Design-Builder for allowable costs.

Risk	Risk Allocation	Description
Schedule		
Stage 1	Primarily City	<ul style="list-style-type: none"> City may identify target completion date for Stage 1 in RFP, which may be modified during negotiations based on selected Design-Builder's proposal. City and Design-Builder will make reasonable efforts to complete Stage 1 by target date.
Stage 2	Primarily Design-Builder	<ul style="list-style-type: none"> Design-Builder will propose a Stage 2 schedule with milestones for Substantial Completion and Final Completion to be negotiated. Design-Builder will take the risk of achieving Substantial and Final Completion based on the dates in the Stage 2 amendment. Unless due to City change or uncontrollable circumstance, the Design-Builder will pay liquidated damages for failure to meet these dates. City risk if delay due to uncontrollable circumstances (or requested scope changes after start of Stage 2).
Construction Risks		
Coordination of Construction with Stakeholders	Shared but primarily Design-Builder	<ul style="list-style-type: none"> Design-Builder responsible for working with stakeholders, other City departments, and utilities to identify any constraints on timing or methods of construction and incorporate those constraints into its schedule and GMP for construction. City risk if stakeholders, City Departments, and / or utilities institute material changes during Stage 2 affecting the timing or methods of construction.
Construction Quality	Design-Builder	<ul style="list-style-type: none"> Design-Builder risk if due to failure to meet standards established in contract and / or amendment for Stage 2.
Labor Relations	Shared	<ul style="list-style-type: none"> Design-Builder risk if strike against Design-Builder, its subconsultants/subcontractors, or the Project. City risk if general (regional or nation-wide) strike.

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Attachment C. Draft Term Sheet

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ATTACHMENT C – FORM OF DESIGN-BUILD CONTRACT (TERM SHEET)

This Design-Build Contract Term Sheet (Form of Contract) is intended to provide respondents to this RFQ with a general description of certain major contract terms for the permitting, design and construction of the Puyallup Avenue Sewer Utility Replacement Project that are expected to be reflected in the draft Design-Build Contract that will be included with the RFP.

Prospective Design-Build teams are advised that the draft Design-Build Contract will be issued with the RFP and that the terms listed in this Term Sheet are subject to further development prior to issuance of the RFP. Once the RFP is issued, the terms of the draft Design-Build Contract will supersede this Term Sheet.

Proposers will be encouraged in the RFP to provide comments to the draft Design-Build Contract prior to the deadline to be set forth in the RFP. The City intends on considering all such comments and will issue an addendum to the RFP which reflects any changes the City deems appropriate based upon such comments. The City will also allow Proposers the opportunity to mark-up the draft Design-Build Contract as part of its Proposal.

DESIGN-BUILD CONTRACT OVERVIEW

CONTRACT OVERVIEW	
Scope of Services	The scope of services shall include the Preliminary Services, the Design-Build Work and the Warranty Work, each as further described herein. The Design-Builder shall provide such services in a manner that is in accordance with the terms of the Design-Build Contract.
Compliance with Applicable Law	The project will be designed and constructed to comply with all federal, state, and local laws and regulations.
Contract Term	The Design-Build Contract will take effect upon execution by the City and the Design-Builder (Contract Date), and will continue through the Preliminary Services period, the Design-Build Period and the Warranty Period.
Deliverable Material	The Design-Builder shall acknowledge and agree that the City shall exclusively own the materials produced or maintained in accordance with, pursuant to, or as a result of the Design-Build Contract.
Labor	<p>The Design-Builder shall maintain order at all times among the Design-Builder's employees and Subcontractors. As between the Design-Builder and the City, the Design-Builder shall have exclusive responsibility for labor disputes among its employees and/or employees of its Subcontractors.</p> <p>The Design-Builder and all Subcontractors shall pay not less than the prevailing wage rate specified by State law for the Design-Build Work. In addition, the Design-Builder and all Subcontractors shall comply with the requirements under RCW 39.12 including, but not limited to, submittal of statement of intent to pay prevailing wages and affidavit of wages paid.</p>

Equity in Contracting Requirements	The Design-Builder will be required to comply with the Equity in Contracting (EIC) Inclusion Plan submitted with its Proposal. The EIC Inclusion Plan will identify how the established EIC Requirements (which will be set forth in the RFP) will be attained utilizing one or more Certified Businesses. Certified Business means an entity that has been certified as a Disadvantaged Business Enterprise, Small Business Enterprise, Minority Business Enterprise, Women Business Enterprise, or Minority and Women’s Business Enterprise by the Washington State Office of Minority and Women’s Business Enterprise.
Design-Build Team Members	The Design-Builder shall bear all risk associated with the performance and costs of the Design-Build team members.
Key Personnel	The Design-Builder shall utilize Key Personnel and Named Subcontractors identified in the Proposal for the duration of the project. Key Personnel and Named Subcontractors may not be substituted without the City’s prior written consent other than in limited circumstances.
City Representatives	The Design-Builder shall fully cooperate with all consultants and representatives designated by the City.
Integration with Related Projects	The Design-Builder shall agree to reasonably cooperate and coordinate its activities with those of other City contractors to ensure that there is no unreasonable disruption to other projects identified by the City that will be occurring at the site.
Health and Safety	The Design-Builder shall assume responsibility for preparing a safety plan and implementing and monitoring all safety precautions and programs related to the performance of the Design-Build Work.
CONTRACT PHASES	
Preliminary Services	Design-Builder shall work interactively with the City while developing the design to a specified level of definition (approximately 60%). Stage 1 work will develop geotechnical and mapping information, evaluate alternative improvements and alignments to resolve flooding issues, evaluate and plan for bridge removal and restoration, evaluate phasing and other opportunities to shorten the Project completion schedule, conduct stakeholder outreach activities, and obtain necessary permits. The Design Builder will develop detailed scope, schedule, and open-book pricing for final design and construction. The City shall have the right to make changes to the scope of the Preliminary Services at any time, in its discretion, by written notice to the Design-Builder.
Definitive Project Submittal	At the conclusion of the Preliminary Services, the Design-Builder shall submit a Definitive Project Submittal that will include the following: (1) the proposed Guaranteed Maximum Price (GMP) (or Fixed Price if requested by the City); and (2) other elements necessary to complete

	the Design-Build Contract, including a proposed schedule of values, a proposed Design-Build schedule and proposed technical specifications.
Definitive Contract Amendment	The Design-Builder shall be required to (1) make a complete bona-fide Definitive Project Submittal, and (2) negotiate in good faith toward a Definitive Contract Amendment. While it is expected that the parties will agree on a Definitive Contract Amendment, the City shall not be obligated to enter into the Definitive Contract Amendment and may elect to terminate the Design-Build Contract for its convenience at any time. If requested by the City, the design engineer member of the Design-Builder team shall complete the design to 100% for purposes of conducting a design-bid-build procurement.
Commencement of Design-Build Work	The Design-Builder shall begin the Design-Build Work upon the receipt of a notice-to-proceed following either the execution of the Definitive Contract Amendment or the execution of an Early Work Package Amendment, as applicable.
Design-Build Work	<p>The Design-Builder shall perform all Design-Build Work required by the Design-Build Contract, which is expected to include obtaining and maintaining Governmental Approvals as outlined in the RFQ and RFP, conducting project site preparation, completing the design, constructing the project, conducting Testing, achieving Substantial Completion and achieving Final Completion.</p> <p>Following the Definitive Contract Amendment Date, the Design-Builder shall be solely responsible for completing the design and construction of the project in accordance with the technical specifications and the Design-Build Contract.</p>
Early Work Packages Amendment	In case some phases of the Design-Build Work are ready for commencement prior to the Definitive Contract Amendment Date, the Design-Builder shall recommend such elements of the Design-Build Work to the City Representative (to be identified by the City). The City shall have the discretion to authorize the commencement of the Design-Build Work associated with the Early Work Package through an Early Work Package Amendment. Any Design-Build Work associated with the Early Work Package must be appropriately bonded on the date of the execution of the Early Work Package Amendment.
Testing	The Design-Builder will be required to develop a Test Plan, which will be subject to City review and comment. Test Standards will be developed as part of the Preliminary Services and incorporated in the Definitive Contract Amendment. The nature and extent of such Testing will be in accordance with standard industry practice for similar pipeline projects.
Warranty Work	If at any time during the Warranty Period, any of the Design-Build Work is found to not be in accordance with the requirements of the Project Warranties, the Design-Builder shall correct the condition promptly after written notice from the City to do so.

PRICE, SECURITY and COSTS	
City Payment Obligations	The City shall pay the Design-Builder the Preliminary Services Fee and the Design-Build Price.
Preliminary Services Fee	The Design-Builder shall be paid the Preliminary Services Fee for the Preliminary Services. The Preliminary Services Fee shall be an amount equal to the Design-Builder's direct costs for labor and expenses based on agreed upon all-inclusive hourly labor rates, up to an agreed upon not-to-exceed limit. The Preliminary Services Fee shall constitute the Design-Builder's entire compensation and reimbursement for the performance of the Preliminary Services.
Design-Build Price	<p>The Design-Build Price shall be an amount equal to the sum of:</p> <ul style="list-style-type: none"> a) The Design-Build Costs (actual); b) The General Conditions Fee (% proposed and agreed upon); and c) The Design-Build Fee (% proposed and agreed upon). <p>The Design-Build Costs will be the costs of performing the Design-Build Work, as defined in the Design-Build Contract and excluding certain unallowable costs which will be identified in the Design-Build Contract.</p> <p>The Design-Build Price shall not exceed the Guaranteed Maximum Price (GMP). The Design-Builder shall be paid the Design-Build Price on a progress payment basis in accordance with the Design-Build Contract.</p> <p>The parties will have the right to negotiate a Fixed Design-Build Price in lieu of a Guaranteed Maximum Price.</p>
Self-Performance by Design-Builder and Named Subcontractors	Construction work may be self-performed by the Design-Builder or a Named Subcontractor, however, if the City is not satisfied with the proposed price for such work, the City may require that any such work be subjected to a competitive process.
Guaranteed Maximum Price	<p>The GMP represents the limit of the total of all amounts payable to the Design-Builder by the City for the performance of the Design-Build Work. Liability for and payment of amounts expended over and above the GMP (which shall be subject to adjustment as set forth below) shall be the sole responsibility of the Design-Builder.</p> <p>The Guaranteed Maximum Price shall be established on the Definitive Contract Amendment Date based on the Definitive Project Submittal, as described above. The Guaranteed Maximum Price shall be negotiated by the parties and represent the reasonably estimated costs of performing the Design-Build Work, together with a reasonable amount for Design-Builder-managed risks (contingency).</p>
Guaranteed Maximum Price Adjustments	Guaranteed Maximum Price Adjustments may occur to reflect increased costs necessitated by Uncontrollable Circumstances including Changes in Law, force majeure events, differing site conditions, remediation of

	unknown hazardous environmental conditions, and City-requested design and construction requirement changes.
Bonds	On or before the Definitive Contract Amendment Date, the Design-Builder shall provide the Performance Bond and the Payment Bond in an amount equal to the Guaranteed Maximum Price as financial security for the faithful performance and payment of its obligations under the Design-Build Contract.
Insurance	The Design-Builder shall obtain and provide evidence of the required insurance under the Design-Build Contract. It is anticipated that the required insurance will be substantially the same as the requirements contained in Attachment D to the RFQ.
Payment Procedures	The Design-Builder shall be entitled to payment on a monthly basis upon the Design-Builder's submittal of a payment request to, and approval by, the City, subject to retainage.
COMPLETION DEADLINES, SCHEDULE and COMPLETION	
Notice to Proceed for the Preliminary Services	The Design-Builder shall begin performance of the Preliminary Services as directed in the Preliminary Services Notice to Proceed.
Stage 2 Notice to Proceed	The Design-Builder shall begin Stage 2 work on the date established by the City in its Stage 2 Notice to Proceed following execution of the Definitive Contract Amendment.
Design-Build Work Deadline	The Design-Builder shall achieve Substantial Completion by the Scheduled Substantial Completion Date (the Scheduled Substantial Completion Date will be negotiated as part of the Definitive Contract Amendment). If Substantial Completion has not been achieved by the Scheduled Substantial Completion Date, the Design-Builder shall have the right to achieve Substantial Completion during the Extension Period, the length of which will be identified in the Design-Build Contract. If the Design-Builder fails to achieve Substantial Completion by the end of the Extension Period, an event of default by the Design-Builder shall be deemed to have occurred. Following Substantial Completion, the Design-Builder will complete punch list items and deliverable requirements in order to achieve Final Completion.
Delay; Liquidated Damages	During the Extension Period, the Design-Builder shall pay delay liquidated damages to be negotiated as part of the Definitive Contract Amendment.
CONSTRUCTION AND TESTING	
Design and Construction Liability	The Design-Builder shall have sole liability and responsibility for the design, construction, and performance (successful completion of testing) of the project. The Preliminary Services will be performed in a manner consistent with the Design-Builder's assumption of this risk. The design,

	construction, and performance of the project must be done in a manner that meets the standards set forth in the Design-Build Contract.
Construction Commencement	Construction of the project shall commence following satisfaction of specified conditions to be set forth in the Design-Build Contract, including but not limited to having all approvals necessary to start construction.
Design and Construction Oversight	The City shall have the right at all times to monitor, inspect, sample, measure, attend, observe or conduct tests and investigations, and conduct any other oversight respecting any part or aspect of the project to the extent necessary or advisable to comply with applicable government requirements and to verify the Design-Builder's compliance with the Design-Build Contract. The Design-Builder at all times will coordinate and cooperate, and require its subcontractors to coordinate and cooperate, with the City and its agents/employees.
Project Responsibility	After the project has achieved Substantial Completion, the project's performance will be the responsibility of the City, except for design flaws or construction defects that are the responsibility of the Design-Builder.
ENVIRONMENTAL AND PERFORMANCE RISKS	
Permits & Approvals	It is anticipated that the responsibility and risks associated with Governmental Approvals will be consistent with the Preliminary Risk Matrix set forth in Attachment B to the RFQ.
Environmental Compliance	The Design-Builder shall be responsible for compliance with all environmental conditions and requirements of the Design-Build Contract.
CONTRACT CHANGES AND COSTS OUTSIDE THE CONTRACT	
Changes to the Design and Construction Requirements	The Design-Builder shall have the right to propose Design and Construction Requirement Changes. The City shall have the right to accept, modify, or decline any change requested by the Design-Builder. The City shall have the right to make City-requested Design and Construction Requirement Changes at any time prior to Final Completion in its discretion.
Differing Site Conditions	It is anticipated that the responsibility and risks associated with Differing Site Conditions will be consistent with the Preliminary Risk Matrix set forth in Attachment B to the RFQ.
Nonconforming Work	The City may require the Design-Builder to correct any Design-Build Work that does not conform with the contract standards at the Design-Builder's expense. If the Design-Builder fails to correct the nonconforming work in a timely manner, the City may deduct the cost of doing so.
Site Contamination	It is anticipated that the responsibility and risks associated with Site Contamination will be consistent with the Preliminary Risk Matrix set forth in Attachment B to the RFQ.

Changes in Law or Regulation	The Design-Builder will be entitled to Uncontrollable Circumstance relief for a Change in Law that occurs after the Design-Build Contract Date with respect to Preliminary Services, and after the Definitive Contract Amendment Date with respect to Stage 2 work.
Force Majeure Events	Force Majeure Events will be specifically listed in the Design-Build Contract and will constitute Uncontrollable Circumstances. Time extensions and compensation will be provided for Force Majeure Events as set forth in the Preliminary Risk Matrix set forth in Attachment B to the RFQ.
BUSINESS PROVISIONS	
Performance Incentives	The City may, but is not obligated to, include certain performance incentives in the Design-Build Contract.
Indemnification	The Design-Builder will be required to indemnify, defend and hold harmless the City, and its elected officials, appointed officers, employees, representatives, agents and contractors from and against (and pay the full amount of) any and all loss-and-expense incurred by a City indemnitee in connection with third party claims from or in connection with (or alleged to arise from or in connection with): (1) any failure by the Design-Builder to perform its obligations under the Design-Build Contract; (2) the negligence or willful misconduct of the Design-Builder or any of its officers, directors, employees, agents, representatives or Subcontractors in connection this Design-Build Contract; (3) Design-Builder Fault; or (4) the performance of the Design-Builder's obligations under the Design-Build Contract.
Warranties and Warranty Period	The Design-Builder shall warrant to the City that all Design-Build Work shall be new, of recent manufacture, of good quality, and free of faults or defects (Project Warranties). The Project Warranties shall be in effect beginning on the Substantial Completion Date and will run for a period of one year ("Warranty Period").
Title and Risk of Loss	Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the project shall pass to the City upon incorporation in the project or payment made by the City, whichever first occurs. The Design-Builder shall bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until the Substantial Completion Date.
Events of Default and Termination	The Design-Build Contract will include provisions that address Events of Defaults and termination rights for each party including City "off-ramps".
Non-Binding Mediation	Either party may refer any dispute arising under the Design-Build Contract to non-binding mediation for resolution based upon mutual consent.

Governing Law	The Design-Build Contract will be governed by and construed in accordance with the applicable laws of the State of Washington.
Forum for Dispute Resolution	All legal proceedings related to the Design-Build Contract or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in the State or Federal courts located in Pierce County, Washington.
Limitation of Liability	It is anticipated that the Design-Build Contract will include a limitation on Design-Builder liability appropriate in light of the nature and cost of the Project.
Waiver of Consequential Damages	No consequential or punitive damages shall be payable on any claims arising out of the performance or non-performance of obligations under the Design-Build Contract, by either the City or the Design-Builder (except for the Design-Builder's obligation to indemnify the City for third party claims).

Attachment D. Anticipated Insurance Requirements

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CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

SECTION 1 - GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

- 1.1 Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2 Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3 Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1 Name the city of tacoma and its officers, elected officials, employees, and agents as additional insured
 - 1.3.2 Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3 Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4 Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5 Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6 Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7 Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4 A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1 An ACORD certificate or equivalent
 - 1.4.2 Copies of requested endorsements



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

- 1.5 Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6 A renewal Certificate of Insurance shall be provided electronically prior to coverage expiration via email sent annually to coi@cityoftacoma.org.
- 1.7 Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8 "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9 Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10 Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11 Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12 City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13 All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14 Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15 Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16 If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

be attached and incorporated by reference and shall constitute compliance with this Section.

SECTION 2 SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

SECTION 3 REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement) and/or Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

3.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

3.3 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

3.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

3.5 Professional Liability Insurance or Errors and Omissions

For contracts with professional licensing, design, or engineering services. Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract. Contractor shall maintain this coverage for Two Million Dollars (\$2,000,000) if the policy limit includes the payment of claims or defense costs, from the policy limit. If the scope of such

design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.

3.6 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

3.7 Pollution Liability Insurance

Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Coverage shall include investigation and defense costs for bodily injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work.

3.8 Installation Floater Insurance

Contractor shall maintain during the term of the Contract, at its own expense, Installation Floater Insurance covering Contractor's labor, materials, and equipment to be used for completion of the work performed under this Contract against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the Contract improvements.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

3.9 Railroad Protective Liability Insurance

Contractor shall maintain Railroad Protective Liability coverage with limits of Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate during the term of the Contract if Contractor's work will involve working on, above, under or being within Fifty (50) feet of City of Tacoma railroad right of ways. The policy must be issued on a standard ISO form CG 00 35 (04-13), or equivalent, with City of Tacoma as a named insured (not named as an additional insured) and shall include Limited Seepage, Pollution Endorsement and Evacuation Expense Coverage Endorsements.

3.10 Owners and Contractors Protective Liability Insurance

Contractor shall maintain during the performance of all work pursuant to the Contract, an ISO form Owners and Contractors Protective Liability policy, on which City of Tacoma shall be a named insured. Said policy shall provide coverage for bodily injury and property damage arising from the work to be performed under the Contract, and shall have policy limits of no less than Ten Million Dollars (\$10,000,000) combined single limit of liability with a dedicated aggregate limit of no less than Ten Million Dollars (\$10,000,000).

3.11 Inland Marine (Cargo) Insurance

Contractor shall maintain Cargo Insurance. Coverage shall protect the property from all risk of injury, and coverage shall be in an amount of the full replacement cost of the property, with no coinsurance exposure. Any applicable deductible shall not exceed Five Thousand Dollars (\$5,000).

3.12 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.

3.13 Other Conditions

Contractor will be responsible to comply with all specific insurance requirements associated with any highway or rail crossings, e.g., Washington State Department of Transportation (WSDOT), Burlington Northern Santa Fe Railway (BNSF), and Union Pacific Railroad (UPRR).

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Attachment E. SOQ Forms

Form A. Signature Page, Addenda Acknowledgement and Non-Collusion Declaration

Form B1. Organizational Conflict of Interest Certification

Form C1. Form of Insurance Letter

Form C2. Form of Surety Letter

Form D. Inclusion Plan Template

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Form A. Signature Page, Addenda Acknowledgement And Non-Collusion Declaration

CITY OF TACOMA DEPARTMENT OF ENVIRONMENTAL SERVICES

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Qualification page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

REQUEST FOR QUALIFICATIONS SPECIFICATION NO. ES24-0035F

Puyallup Avenue Sewer Utility Replacement Project

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

Non-Collusion Declaration

The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).

Bidder/Proposer's Registered Name

Address

City, State, Zip

Authorized Signatory E-Mail Address

E.I.No. / Federal Social Security Number Used on Quarterly
Federal Tax Return, U.S. Treasury Dept. Form 941

E-Mail Address for Communications

Signature of Person Authorized to Enter Date
into Contracts for Bidder/Proposer

Printed Name and Title

(Area Code) Telephone Number / Fax Number

State Business License Number
in WA, also known as UBI (Unified Business Identifier) Number

State Contractor's License Number
(See Ch. 18.27, R.C.W.)

Addendum acknowledgement #1_____ #2_____ #3_____ #4_____ #5_____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

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REQUEST FOR QUALIFICATIONS SPECIFICATION NO. ES24-0035F

Puyallup Avenue Sewer Utility Replacement Project

**Form B1. Organizational
Conflict of Interest Certification**

To be signed by authorized signatory of (Respondent) (Proposer)
(To be included in Appendix C of the Statement of Qualifications)

(Name of Respondent)

My signature below certifies that, prior to submitting this SOQ, I have conducted an internal review of Respondent’s current affiliations and have required Respondent’s team members to identify potential, real, or perceived Organizational Conflicts of Interest relative to the anticipated procurement.

I have further reviewed all of the engagements and pending engagements of the Guarantor (if applicable) and no potential exists for any conflict of interest or unfair advantage.

Signed _____ Date _____

Printed Name and Title _____

List Attachments by name of person or firm potentially conflicted:

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REQUEST FOR QUALIFICATIONS SPECIFICATION NO. ES24-0035F

Puyallup Avenue Sewer Utility Replacement Project

**Form C1: Insurance Company
Letter of Intent Regarding Required Insurance**

(To be typed on Insurance Company's Letterhead)*

City of Tacoma Procurement & Payables Division
3628 S. 35th Street
Tacoma, Washington 98409

Re: Puyallup Avenue Sewer Utility Replacement Project – Letter of Intent to Insure

Dear [____],

_____ (the "Respondent") has submitted its Statement of Qualifications (the "SOQ") in response to the Request for Qualifications (the "RFQ") for the Puyallup Avenue Sewer Utility Replacement Project (the "Project"), issued by the City of Tacoma (the "City") on June 17, 2024, as amended, pursuant to which the Respondent is seeking to be invited to submit a proposal to a subsequent Request for Proposal and be selected to enter into a Design-Build Contract (the "Contract") with the City for the Project.

We have reviewed the Respondent's SOQ and the RFQ. We hereby certify that we intend to provide all required insurance as described in the RFQ in the event that the Respondent is selected for final negotiations and execution of the Contract by the City.

Name of Insurance Company

Name of Designated Signatory

Signature

Title

*This letter of intent may be provided by an insurance company or an insurance broker. References to "Insurance Company" in this form shall be changed to "Insurance Broker" if provided by an insurance broker.

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**REQUEST FOR QUALIFICATIONS SPECIFICATION NO. ES24-0035F
Puyallup Avenue Sewer Utility Replacement Project**

**Form C2 Surety Letter of Intent Regarding
Performance and Payment Bonds**

(To be typed on Surety's Letterhead)

City of Tacoma Procurement & Payables Division
3628 S. 35th Street
Tacoma, Washington 98409

Re: Puyallup Avenue Sewer Utility Replacement Project – Letter of Intent to Issue Security

Dear [____],

_____ (the "Respondent") has submitted its Statement of Qualifications (the "SOQ") in response to the Request for Qualifications (the "RFQ") for the Puyallup Avenue Sewer Utility Replacement Project (the "Project"), issued by the City of Tacoma (the "City") on June 17, 2024, as amended, pursuant to which the Respondent is seeking to be invited to submit a proposal to a subsequent Request for Proposal and be selected to enter into a Design-Build Contract (the "Contract") with the City for the Project.

We have reviewed the Respondent's SOQ and the RFQ. We hereby certify that, subject to our review of the terms of the final Design-Build Contract, we intend to issue on behalf of the Respondent, as security for the performance of the Respondent's obligations under the Contract, a Performance Bond and a Payment Bond for the benefit of the City, in the event that the Respondent is selected for final negotiations and execution of the Contract. While we understand that the Guaranteed Maximum Price has not yet been determined, we understand that the City's RFQ estimates that the Guaranteed Maximum Price will likely be approximately \$55,000,000-65,000,000. The Performance Bond and Payment Bond will each be in an amount equal to the Guaranteed Maximum Price under the Contract.

Our consideration regarding issuance of bonds following our review of the final Design-Build Contract should Respondent be selected will be a matter solely between Respondent and ourselves, and we assume no liability to third parties or to you by issuance of this letter.

Name of Surety

Name of Designated Signatory

Signature

Title

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REQUEST FOR QUALIFICATIONS SPECIFICATION NO. ES24-0035F

Puyallup Avenue Sewer Utility Replacement Project

Form D Equity in Contracting Inclusion Plan

INCLUSION PLAN GUIDE & TEMPLATE

This document includes:

- A guide on how to use inclusion plans as part of proposal requirements to increase equitable contracting opportunities.
- An inclusion plan template form with instructions for the proposer. Proposers shall submit the plan as part of their proposal package when inclusion plans are required.

Inclusion plans

Proposers are required to submit the following inclusion plan template as part of the procurement process. Along with the form, proposers should submit a list of the contractors they intend to work with. The proposer should proactively consider the small and diverse businesses they will subcontract with on the contract work before submitting their proposal. This consideration also allows the City of Tacoma to monitor the proposer's performance by checking if the listed businesses actually received work consistent with the plan. The City of Tacoma will incorporate the proposer's responses into the contract enter into with the successful proposer. This will allow the City of Tacoma to hold the successful proposers accountable in following through with their commitments. Requiring proposers to state their plans and practices allows public agencies to hold proposers accountable to follow through on what they commit to, including the small and diverse businesses they plan to work with.

Failure to submit a plan

Proposers are required to submit an inclusion plan. Failure to submit an inclusion plan or failure to submit a plan that provides actions intended to support diverse participation will result in the proposer considered non-responsive.

EIC INCLUSION PLAN TEMPLATE

Inclusion Plan Criteria	
1. Equity in Contracting (EIC) Requirements for Small, Minority & Women-Owned Business participation	
State Certification Category	EIC Utilization Plan
SBE or DBE:	TBD
MBE:	TBD
WBE:	TBD
2. The Firm’s “Diverse Business Subcontracting list”	
3. Planned efforts by the firm to meet or exceed the EIC Requirements. To include, but not limited to the following:	
a. General Description, including any applicable policies and procedures,	
b. Mentoring, Training and Capacity Building Programs	
c. Prompt Payment, Retainage and Dispute Resolution	
4. A description of firm’s planned efforts at outreach to the small and diverse business community	
5. A description of firm’s process for ensuring small businesses have enough time and information to provide your firm with bids	
6. An explanation of how firm ensures small businesses understand the requirements and specifications and are able to learn ways to improve if they are not selected (i.e. pre-bid meetings, debriefing, etc.)	
7. A description of how firm considers small business in the development of proposal package	
8. Who will be the firm’s “Diversity Expert”?	
9. A list of projects (5 max.) with diverse business participation in the last five (5) years	
10. Acknowledgement of firm’s awareness and commitment to reach out to diverse businesses and helping Washington State meet or exceed the state’s diverse businesses utilization goals	
11. Acknowledgement that proposing firm has education and training programs to communicate to your employees your firm’s expected employee behaviors and performance relative to implementing the Diverse Business Inclusion Plan	
12. Any additional information the firm would like to include as a part of their plan.	

The City of Tacoma will review the submitted EIC Inclusion Plan for the genuine efforts involved and the maximum opportunity to contribute toward the City of Tacoma’s diversity goals.