



City of Tacoma, WA

ENVIRONMENTAL SERVICES DEPARTMENT

REQUEST FOR PROPOSALS

JEFFERSON & HOOD STREET SURFACE WATER INTERCEPTOR

SPECIFICATION NO: ES17-0269F

VOLUME I of II

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1.0 INTRODUCTION AND GENERAL PROJECT INFORMATION

1.1 INTRODUCTION

The City of Tacoma (City) is requesting Proposals for the Jefferson and Hood Street Surface Water Interceptor Project (Project) from the following Respondents that were short-listed based on the City's evaluation of their Statements of Qualifications (SOQs):

- IMCO General Construction Inc.
- James W. Fowler Co.
- Kiewit Infrastructure West Co.

This RFP initiates the second step of the City's two-step procurement process. Step 2 will also involve confidential meetings with short-listed teams, evaluation of submitted Proposals, reference checking, interviews and selecting the highest ranked team with which to initiate negotiations.

Submitted RFPs must conform to the requirements of this RFP and must be signed by the appropriately authorized individual with the authority to commit the Proposer to perform the Project work. By submitting a Proposal, a Proposer agrees to be bound by the requirements of this RFP.

1.2 RFP ORGANIZATION

The RFP is organized in two volumes. Volume I is the RFP and RFP attachments; Volume II is the draft Design-Build Contract including contract appendices. Proposers should note that information from the selected Proposer will be incorporated into some of the contract appendices.

Volume I specifically includes the following sections:

- Section 1: Introduction and General Project Information
- Section 2: Progressive Design-Build Services
- Section 3: Progressive Design-Build Contract
- Section 4: Procurement Process and Schedule (Step 2)
- Section 5: Proposal Submittal Requirements
- Section 6: Required Proposal Organization and Content
- RFP Attachments

Volume II: Draft Design-Build Contract, specifically includes the following appendices, which are referred to in this RFP.

- Appendix 1. Project and Site Information

- Appendix 2. Stage 1 Preliminary Services
- Appendix 3. Governmental and Non-Governmental Approvals
- Appendix 4. Technical Standards and Baseline Design Documents [Baseline Design Documents and Expanded List of Technical Standards to be included with GMP Submittal]
- Appendix 5. General Design-Build Work Requirements
- Appendix 6. Design-Build Quality Assurance and Quality Control Requirements
- Appendix 7. Design-Build Work Review Procedures
- Appendix 8. Stage 2 Design-Build Price
- Appendix 9. Substantial Completion
- Appendix 10. Insurance Requirements
- Appendix 11. Key Personnel and Approved Subcontractors

1.3 GENERAL PROJECT DESCRIPTION

The Project is located in downtown Tacoma, Washington, with a pipe alignment located primarily along Jefferson Street and Hood Street, including crossings of Pacific Avenue, beneath an elevated portion of I-705, BNSF rail lines, and Dock Street, terminating in a new or upsized outfall into the Thea Foss Waterway.

A project area map including preliminary potential alignments is shown in Figure 1-1.

The Project generally includes the following features:

- Up to approximately 3,200 feet of new 48-inch and 60-inch surface water conveyance pipe (diameters to be verified by the selected Design-Builder via hydraulic modeling).
- A previously installed portion of the interceptor, starting on Jefferson Street between South 19th Street and South 17th Street and continuing onto South 17th Street towards Pacific Avenue, as shown in Figure 1-1. New portions of the interceptor pipe must connect to and hydraulically function with this existing portion of the interceptor.
- A new marine outfall to Thea Foss Waterway, either in proximity to the existing outfall location or at a new location. Upsizing the existing outfall is also an option. The City has identified two alternative locations for the outfall; other locations may be possible.
- A longitudinal, perpendicular, or skewed crossing beneath an elevated section of I-705 and the adjacent BNSF rail corridor is anticipated to be completed in part or entirely using trenchless construction methods.
- A diagonal crossing of a major City arterial (Pacific Avenue) and Sound Transit light-rail corridor is anticipated to be completed using trenchless construction methods.

Jefferson & Hood Street
Surfacewater Interceptor Project
Draft Exhibit



Figure 1-1. Preliminary Project Map

1.4 PROJECT BUDGET AND SCHEDULE

The estimated Contract cost of the Project is approximately \$11,000,000 - \$13,000,000. In addition, the City estimates handling, transport and disposal of contaminated soils may add an additional \$1,000,000 -- \$2,000,000 to the cost of the Project.

The City target for Substantial Completion of the Project is March 31, 2020.

1.5 SITE CONDITIONS

In addition to crossing several transportation corridors, the Project alignment crosses existing public surface water, water, wastewater, and power utilities, and other private utilities; traverses steep slopes; crosses areas with known soil and groundwater contamination in a complex hydrogeological setting; and will potentially impact several businesses, organizations and the general public within the downtown Tacoma core. Anticipated Project challenges and constraints include, but are not limited to, those identified in Table 1-1 below. See Figure 1-1 for the location of the referenced alignment sections.

Table 1-1. Anticipated Project Challenges and Constraints

Alignment Section and Anticipated Project Challenges and Constraints
Overall Alignment
The new interceptor must connect with existing surface water mains. The exact connection points and types will depend on the pipe alignment and outfall location determined in Stage 1.
The Project runs through the City's downtown core, with traffic and access impacts for stakeholders including institutions, businesses, and the public that must be planned for and mitigated.
Extensive existing utilities are present in the Project area, and validation, coordination, and field location of existing utilities will be required. Coordination for relocation of existing utilities may be required.
There are existing areas of known and suspected soil and groundwater contamination along the alignment. The Project must avoid or limit disturbances that would aggravate the magnitude and extent of such contamination. In addition, all excavated soil and removed water shall be disposed in accordance with local, state and federal regulations. Development of a Contaminated Media Management Plan (CMMP) will be required for the Project.
The Project must address and implement conditions and mitigation efforts required by applicable permits, approvals, and adopted EIS documents.
Alignment Section 1: From South 21st Street and Jefferson Avenue to existing interceptor segment
The new interceptor must terminate at the intersection of South 21st Street and Jefferson Avenue in a configuration that facilitates possible future extension of the interceptor by the City.
The vicinity of Jefferson Avenue between South 21st Street and South 19th Street has known groundwater contamination within the shallow and deep aquifers that may be interconnected at certain locations. The exact configuration of the aquifers, location and degree of inter-connection, and behavior of the aquifers are currently unknown.

Table 1-1. Anticipated Project Challenges and Constraints

Alignment Section and Anticipated Project Challenges and Constraints	
	Section 1 is located within the boundaries of an Agreed Order DE 11081 between the University of Washington and Washington State Department of Ecology. There are potential sources of soil and groundwater contamination upgradient of Section 1. There is known groundwater contamination and the potential presence of the two aquifers (shallow and deep) within Section 1. The lateral and vertical extent of soil and groundwater contamination is currently unknown in this area including the location and degree of inter-connection between the two aquifers.
	The alignment runs adjacent to the University of Washington Tacoma campus, with traffic and pedestrian impacts that must be planned for and mitigated.
	The new interceptor must connect to the previously installed 60-inch interceptor pipe segment on Jefferson Ave between South 19 th and South 17 th streets.
Alignment Section 2: From the existing interceptor segment to the east side of Pacific Avenue	
	The new interceptor must connect to the previously installed interceptor pipe at South 17 th Street west of Pacific Avenue.
	The new interceptor must make an assumed trenchless crossing of Pacific Avenue, a major arterial that includes a Sound Transit Link Light Rail line.
	Excavations for open cut and trenchless construction will need to accommodate surface impacts at and near the intersection of South 17 th Street and Pacific Avenue and control and manage groundwater in those excavations.
	There are potential sources of soil and groundwater contamination in the vicinity of Section 2. The extent to which potential sources have resulted in actual contamination within the alignment is currently unknown.
Alignment Section 3: From Pacific Avenue to the start of WSDOT/BNSF crossing (actual crossing location may vary)	
	The new interceptor will continue northeast to the intersection of South 15 th Street and I-705. One alignment option includes a crossing of WSDOT and BNSF corridors at South 15 th Street. The second option crosses WSDOT and BNSF corridors at 1147 Dock Street.
	Construction may disturb recent surface improvements in the Hood Street Right of Way (Prairie Line Trail), which must be restored.
	The alignment runs adjacent to the Tacoma Art Museum, with traffic and pedestrian impacts that must be planned for and mitigated.
	There are potential sources of soil and groundwater contamination near the Section 3 alignment. A portion of this alignment passes through the boundary of an Agreed Order DE 11080 between the City of Tacoma and Washington State Department of Ecology for the Sauros Cleanorama Site located at 1401 Pacific Avenue. These potential sources might have resulted in soil and/or groundwater contamination in the area but the existence and extent is unknown.
	Depending on the selected WSDOT/BNSF crossing location, evaluation and avoidance of impacts to WSDOT I-705 columns/piers and an existing retaining wall may be required.
Alignment Section 4A: Potential WSDOT/BNSF crossing in the vicinity of South 15th Street	
	The vicinity of the existing outfall is an extremely dense confluence of existing transportation and utility infrastructure, presenting many constraints.

Table 1-1. Anticipated Project Challenges and Constraints

Alignment Section and Anticipated Project Challenges and Constraints
<p>The existing 60-inch diameter interceptor located in S. 15th Street (terminus at existing Outfall #230) is located beneath the 15th Street bridge abutment on the west side of the BNSF tracks. The interceptor in this location is supported by a reinforced concrete sewer cradle placed on 35' deep auger cast piles and cannot readily be modified.</p>
<p>Approvals are required from WSDOT and/or FHWA and BNSF for the crossing. Conditions of approval and work may vary depending on the location, configuration (i.e., perpendicular, longitudinal, or diagonal), and depth of the crossing.</p>
<p>There are existing areas of known and suspected soil and groundwater contamination along the alignment. The upland portion of the 15th Street Right of Way (above the mean higher high-water mark) and all of the Dock Street Right of Way lie within the boundary of an area-wide Consent Decree (CD No. 94-2-10917-6) between the Washington State Department of Ecology and the City of Tacoma and the Foss Waterway Development Authority for City-owned upland properties adjacent to the Foss Waterway. Former USTs were located within the alignment along Dock Street and were removed. The presence of other USTs is not known. Soil contaminated with gasoline, benzene, arsenic and cPAHs and groundwater contaminated with benzene and arsenic are present in this area based on studies completed in the early 2000's. Soil contaminated with cPAHs and lead and groundwater potentially contaminated with cPAHs is present within the 15th Street right of way east of Dock Street based on studies completed in the early 2000's. Other potential sources might have resulted in soil and/or groundwater contamination in the area but the existence and extent is unknown.</p> <p>The 15th Street Right-of-Way and the Dock Street Right of Way are both subject to a Department of Ecology Restrictive Covenant.</p>
<p>The Thea Foss Waterway and the adjacent 15th Street Right of Way (between the mean higher high-water mark and the mean lower low-water mark) lie within the larger Commencement Bay Nearshore/Tideflats Superfund Site (RD/RA Consent Decree No. CO3-5117 RJB for the Thea Foss and Wheeler Osgood Waterways). The 15th Street Right of Way adjacent to the Thea Foss Waterway (below the mean higher high-water mark) is subject to a Department of Ecology Restrictive Covenant. This Restrictive Covenant is required because part of the Remedial Action capped and/or left residual contamination in place. The purpose of this Restrictive Covenant is to reduce potential exposure of marine organisms to contaminated sediments left in place in the Thea Foss Waterway. The Project must avoid any recontamination of the waterway.</p>
Alignment Section 4B: Potential WSDOT/BNSF crossing in the vicinity of 1147 Dock Street
<p>Approvals are required from WSDOT and/or FHWA and BNSF for the crossing. Conditions of approval and work may vary depending on the location, configuration (i.e., perpendicular, longitudinal, or diagonal), and depth of the crossing.</p>
<p>There are existing areas of known and suspected soil and groundwater contamination along the alignment. The extent to which these potential sources have resulted in actual contamination is currently unknown.</p>

Table 1-1. Anticipated Project Challenges and Constraints

Alignment Section and Anticipated Project Challenges and Constraints
<p>The Thea Foss Waterway and the adjacent 1147 Dock Street parcel (between the mean higher high-water mark and the mean lower low-water mark) lie within the larger Commencement Bay Nearshore/Tideflats Superfund Site (RD/RA Consent Decree No. CO3-5117 RJB for the Thea Foss and Wheeler Osgood Waterways). The portion of 1147 Dock Street property adjacent to the Thea Foss Waterway (below the mean higher high water mark) is subject to a Department of Ecology Restrictive Covenant. This Restrictive Covenant is required because part of the Remedial Action capped and/or left residual contamination in place. The purpose of this Restrictive Covenant is to reduce potential exposure of marine organisms to contaminated sediments left in place in the Thea Foss Waterway. The Project must avoid any recontamination of the waterway.</p>
<p>The upland portion of the 1147 Dock Street parcel (above mean higher high-water mark) was previously cleaned up under the Model Toxics Control Act, with final remedial actions conducted under an Agreed Order in 2006. In 2008, Ecology issued a Notice of Satisfaction of Agreed Order. Contaminants identified at the site include mercury, diesel/heavy oil, and cPAHs. The cleanup actions resulted in concentrations of mercury remaining at the site that exceeds MTCA Methods A cleanup levels requiring that Ecology conduct a period review of the site every five years, most recently in October 2017.</p> <p>The Dock Street Right of Way adjacent to the 1147 Dock Street property was also part of the same Consent Decree and is subject to a Department of Ecology Restrictive Covenant.</p>

1.6 PROJECT OBJECTIVES

The City has identified the following key Project objectives. Proposers should note that objectives have been added since issuance of the RFQ.

- Address surface water flooding that currently occurs in the lower downtown area due to current restrictions in interceptor pipe capacity
- Provide excess surface water conveyance capacity for future growth in the downtown area
- Deliver project improvements that represent the “best value” to Tacoma’s surface water ratepayers.
- Appropriately plan for known and suspected soil and groundwater contamination along the alignment as needed to complete the Project.
- Mitigate construction impacts on the downtown community, including the University of Washington Tacoma, the Tacoma Art Museum, Sound Transit, BNSF, WSDOT, adjacent local businesses, and the public.
- Implement an effective safety program incorporating best industry practices for protection of Public, City, and Design-Builder staff throughout design and construction.
- Achieve substantial completion on, or preferably before, March 31, 2020.

1.7 REFERENCE DOCUMENTS

Appendix 1 of the draft Design-Build Contract (Project and Site Information) includes a list of Project Reference Documents that will be made available to the selected Design-Builder. The list of Reference Documents identifies or will identify reports of general Project interest, EIS documents, geotechnical data reports, utility record drawings, street improvement drawings, and other documents relevant to the Project and Project Site. The City may add documents to the list of Reference Documents from time to time via an addendum to this RFP or as an amendment to the Design-Build Contract. In addition, the selected Design-Builder will be required to add to and / or modify the list, as part of its GMP submittal, based on the results of its Stage 1 Preliminary Services investigations. The extent to which the selected Design-Builder can rely on the individual Reference Documents is set forth in Article 4 of the draft Design-Build Contract; this list will also be modified as the list of Reference Documents is expanded and modified.

1.8 RFP DEFINITIONS

Contaminated Media Management Plan – A plan developed by the Design-Builder that characterizes anticipated soil and groundwater contamination on the Project site and identifies the strategies for managing, hauling, and disposing of contaminated soil and groundwater from excavations and other construction activities.

Design-Builder – 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 professional engineer licensed in the State of Washington in good standing who is designated by the Design-Builder and acceptable to the City, acting reasonably, as the engineer responsible for the preparation, signing, dating, sealing and issuing of the engineering documents relating to all or a portion of the Design-Build Work.

Guaranteed Maximum Price (GMP). – The maximum price for which the Design-Builder guarantees it will perform the Stage 2 Design-Build 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) General Conditions fee based upon the percentage included in the Design-Builder's Proposal applied to the direct cost of the Design-Build work; 2) all estimated direct costs of Design-Build work whether self-performed or subcontracted; 3) a Design-Builder fee for overhead and profit based on a percentage included in the Design-Builder's Proposal applied to the direct costs of Design-Build work; and 4) a contingency. If use of a contingency is required to cover direct costs of work during implementation, then contingency will also cover Design-Builder Fee and General Conditions Fee.

Key Firms – Firms fulfilling the key roles identified below and that were identified in the Proposer's SOQ and committed to work on the Project if Proposer is selected as the

Design-Builder. At a minimum, Key Firms shall include: Design-Builder; Designer-of-Record; Trenchless Design Firm; Geotechnical and Dewatering Engineer; Permitting and Environmental Compliance Firm(s); Public Relations Firm(s) (Community Outreach / Project Website / Social Media Consultant); Construction Lead; Hydraulic Modeling Firm; Trenchless Construction Firm and Open-cut Construction Firm. One firm may play multiple roles on Proposer's team, but the Key Firm roles identified above must be assigned to specific, named firms on Proposer's team.

Key Personnel – Individuals fulfilling the roles identified below and that were identified in Proposer's SOQ and committed to work on the Project if Proposer is selected as the Design-Builder. At a minimum, Key Personnel shall include the proposed: Project Manager (Design-Build Manager); Design Manager; Permitting Lead; Lead Trenchless Engineer; Construction Manager; Construction Superintendent(s); Public Outreach Lead, Geotechnical Engineer, Hydrogeologist, and Soil/Groundwater Contamination Specialist. **Proposers should note that the last three listed positions have been added since issuance of the City's SOQ based on the City's more complete understanding of site conditions.**

Owner – City of Tacoma, Washington.

Owner's Advisor – Brown and Caldwell.

Proposer – Firm invited to propose for the Project by the Owner following Step 1 of the procurement process.

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 GMP 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 – Jefferson and Hood Street Surface Water Interceptor Project.

Proposer – Entity that has been short-listed and that is submitting a Proposal in response to this RFP.

Reference Documents –Those documents listed in Appendix 1 of the draft Design-Build Contract.

Respondent – Entity that responded to the City's RFQ for this Project by submitting an SOQ.

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

1.9 RFP ACRONYMS

BDR – Basis of Design Report

BNSF – Burlington Northern Santa Fe Railway

CAR – Contamination Assessment Report
CMMP – Contaminated Media Management Plan
DB – Design-Build
DBB – Design-Bid-Build
DNR – Washington State Department of Natural Resources
FEIS – Final Environmental Impact Statement
FHWA – Federal Highway Administration
GMP – Guaranteed Maximum Price
HPA – Hydraulic Project Approval
JARPA – Joint Aquatic Resource Permit Application
LEAP – Local Employment and Apprenticeship Program
NEPA – National Environmental Policy Act
NMFS – National Marine Fisheries Service
PDB – Progressive Design-Build
QMP – Quality Management Plan
RCW – Revised Code of Washington
RFP – Request for Proposals
RFQ – Request for Qualifications
SBE – Small Business Enterprise
SEPA – State Environmental Policy Act
SOQ – Statement of Qualifications
USCOE – United States Army Corps of Engineers
WDFW – Washington Department of Fish and Wildlife
WSDOT – Washington State Department of Transportation

2.0 PROGRESSIVE DESIGN-BUILD SERVICES

2.1 GENERAL

The City selected the Progressive Design-Build (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, pedestrian, 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 Design-Builder is expected to coordinate its efforts with City Project staff, with other projects planned or ongoing in the Project area, and with any City advisors on the Project. Proposers should note the following projects may have concurrent construction activities in the general vicinity of the Project:

- A new hotel project planned near South 17th and Broadway Streets.
- The Tacoma Town Center project, which is bounded approximately by South 21st Street, Jefferson Avenue, South 23rd Street, and Tacoma Avenue.

It is likely that other projects with concurrent construction schedules in the Project vicinity may be identified as the Project development progresses.

The Project will be developed in two stages. Stage 1 involves preliminary services which will include a number of activities to further define the Project and to develop a detailed cost estimate and schedule to support the GMP Amendment for Stage 2. Stage 2 services will include final design and construction.

2.2 STAGE 1

2.2.1 CITY ACTIVITIES PRIOR TO AND DURING STAGE 1

The City plans to conduct the following activities prior to and during Stage 1.

2.2.1.1 GEOTECHNICAL AND HYDROGEOLOGICAL INVESTIGATIONS

The City is currently working with GeoEngineers to conduct additional field investigations in the Project vicinity. The City has elected to conduct this work to expedite the schedule by collecting data this upcoming winter to help characterize high seasonal groundwater conditions at certain locations along the alignment. While this work is primarily focused on obtaining hydrogeologic information, the City will also collect geotechnical data from all borings. Borings are expected to generally include the following locations:

- 5 borings on Jefferson Avenue between South 21st Street and South 19th Street. Groundwater monitoring wells will be installed at each of these locations. These borings are primarily being installed to help characterize the upper and lower aquifers in this area including their possible interconnection. Geotechnical data and data related to potential soil and groundwater contamination will also be collected at these locations.

- 1 boring on South 17th Street just west of Pacific Avenue, to gather geotechnical and seasonal groundwater information in the vicinity of a potential location for a trenchless access pit. Information on soil and groundwater contamination in this area will also be collected.
- 1 boring on Hood Street Right of Way (near Prairie Line Trail rail line) just east of Pacific Avenue, to gather geotechnical and seasonal groundwater information in the vicinity of a potential location for a trenchless access pit. Information on soil and groundwater contamination in this area will also be collected.
- Installation of a transducer in an existing groundwater well located in the Right of Way (near the Prairie Line Trail rail line) to gather seasonal high groundwater information.
- 3 borings under I-705: 1) north of South 15th Street, to help characterize geotechnical and hydrogeological information in the area of a historic gulch that has been filled (just northeast of the intersection of South 15th Street and A Street), 2) beneath I-705 to gather geotechnical and seasonal groundwater information, and 3) in the vicinity of the potential location of a trenchless access pit for Outfall Alternate #1 to gather geotechnical and seasonal groundwater information. Information on soil and groundwater contamination will also be collected in each of these borings.

The approximate locations of these GeoEngineer borings along with the locations of the geotechnical borings to be completed by the Design-Builder are shown in Figure A included with Appendix 2 of the draft Design-Build Contract. Boring locations to be completed by GeoEngineers and the Design-Builder are approximate and will need to be confirmed by the Design-Builder.

GeoEngineers will prepare a data report on information collected as part of these investigations. This report will be added to the list of Reference Documents when completed, most likely by amendment to the Design-Build Contract.

2.2.1.2 UTILITY RECORD DRAWINGS AND STREET IMPROVEMENT DRAWINGS

Utility record drawings are included in the list of Reference Documents included in Appendix 1 to the draft Design-Build Contract. These include or will include record drawings for City surface water, wastewater, water, power, street-lighting, and Click TV utilities. In addition, the City has requested record drawings from telecommunication and other private utilities. City record drawings for surface water, wastewater, and water utilities are generally compiled according to Project work order numbers. Multiple drawing sheets may be attached to each work order.

The City will update the list of Reference Documents by addenda to the RFP or by amendment to the Design-Build Contract as additional drawings become known to the City.

The selected Design-Builder will be expected to review and verify information included in utility record drawings as described in the draft Scope of Preliminary Services. In addition, the selected Design-Builder will be expected to add to the list of Reference

Documents based on the results of its Stage 1 investigations as part of its GMP Amendment submittal.

The list of Reference Documents in Appendix 1 of the draft Design-Build Contract also identifies or will identify street improvement drawings from the City Public Works Department that are potentially relevant to the Project. The City will update identified street improvement drawings by addenda to the RFP or by amendment to the Design-Build Contract as additional street improvement drawings are identified.

The selected Design-Builder will be expected to review all listed street improvement drawings to identify any conflicts with existing street structures and to help inform the design of surface restoration. The selected Design-Builder will be expected to add to the list of street improvement drawings based on the results of its Stage 1 investigations.

2.2.1.3 SITE ACCESS AND EASEMENTS

The City will provide site access for Design-Builder investigations and construction activities in existing City rights-of-way. (For sections of the alignment that cross WSDOT and BNSF property, the Design-Builder will obtain approvals for temporary and permanent easements as described in Appendix 3 of the Draft Design-Build Contract). Only one parcel for the two currently identified alignments (the 1147 Dock Street property) is known to be outside of City, WSDOT, or BNSF controlled property. If the 1147 Dock Street property is ultimately selected for the new outfall, the City will obtain temporary and permanent easements for that property.

2.2.1.4 STATE ENVIRONMENTAL POLICY ACT (SEPA) COMPLIANCE

The City is complying with the State Environmental Policy Act (SEPA) for this Project in the following ways. For purposes of SEPA compliance, the Project is divided into the upland portion and the shoreline portion.

For the upland portion of the Project, the project proposal qualifies as a planned action under the South Downtown and North 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 upland portion of 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 the selected Design-Builder as part of the contract negotiations.

For the shoreline portion of the Project, the Shoreline Permit evaluation will adopt the South Downtown Subarea Plan FEIS. As a result, no additional environmental review under SEPA is expected for the shoreline portion of the Project.

2.2.1.5 PERMITTING AND APPROVALS

Prior to Stage 1, the City will continue to hold preliminary discussions with permitting entities to help lay the groundwork for permitting activities to be undertaken by the

selected Design-Builder. During Stage 1, the City also will be responsible for leading or supporting applications for a limited number of permits, governmental approvals, and non-governmental approvals, as identified in Appendix 3 of the draft Design-Build Contract.

2.2.1.6 CULTURAL RESOURCES

The City will be completing a Cultural Resources Report and Discovery Plan that encompasses the entire project alignment. These documents will be added to the list of Reference Documents included in Appendix 1 of the draft Design-Build Contract either during contract negotiations or prior to the GMP negotiations.

2.2.2 DESIGN-BUILD PRELIMINARY SERVICES

During Stage 1, the selected Design-Builder will work interactively with the City to conduct a number of investigations, develop and implement plans, obtain permits and approvals, and develop the design to 60 percent. During Stage 1 Preliminary Services the selected Design-Builder will be responsible for:

- Developing a Project Management Plan for managing the Preliminary Services
- Developing a Revised Subcontracting Plan
- Developing Quality Management Plans for Stage 1 and Stage 2 services
- Developing and maintaining a Project risk register
- Finalizing the Stage 1 Health and Safety Plan
- Conducting various meetings and workshops with the City
- Developing baseline information regarding geotechnical and hydrogeological conditions along and in the vicinity of the alignment, including characterizing the interconnection of aquifers where applicable, and preparing various geotechnical / hydrogeological exploration plans and reports.
- Developing baseline information regarding the expected extent and nature of groundwater and soil contamination, including development of a Contamination Assessment Report (CAR) and Contaminated Media Management Plan (CMMP).
- Developing survey and mapping information.
- Obtaining and reviewing existing utility, street improvement, and WSDOT record drawings for applicability to the Project and for potential Project conflicts with existing utilities and structures. Proposers should note that the selected Design-Builder will be responsible for obtaining WSDOT record drawings relevant to existing WSDOT infrastructure in the Project area.
- Developing a utility relocation plan identifying public and private utilities that will need to be relocated to allow for construction of the Project.

- Hydrologic / hydraulic modeling to support evaluation of alternatives and development of design criteria for the Project. The selected Design-BUILDER will be expected to use and adapt an existing City MIKE URBAN model for this work.
- Evaluating alternatives, including:
 - Alternative alignments, crossings and outfall locations
 - Alternative construction methods (trenchless and open-cut) including alternative dewatering methods
 - Alternative outfall designs
 - Other alternatives included in the draft scope of Preliminary Services and as identified by the selected Design-BUILDER in its Proposal
- Developing a cost model and conducting ongoing cost estimating, scheduling, and constructability reviews, leading up to a proposed GMP Submittal.
- Developing a permit and approvals plan and obtaining various permits and approvals from governmental and non-governmental entities consistent with Appendix 3 of the draft Design-Build Contract. Proposers should note that the draft Design-Build Contract calls for all major permits and approvals to be obtained prior to the initiation of Stage 2, but allows for the City to waive this requirement at its discretion.
- Developing a draft traffic and pedestrian control plan for Project construction. The selected Design-BUILDER is expected to obtain information on other planned construction in the Project vicinity as well as information on pedestrian and bicycle use and to incorporate this information into its traffic control planning. Proposers should note that the traffic control plan must be approved by the City's Public Works Department.
- Initial planning and support for stakeholder and public outreach. This work includes development and implementation of a Stakeholder / Public Outreach Plan. The outreach plan will be used to guide outreach activities throughout both stages of the Project.
- Developing a Basis of Design Report (BDR) and 30% design documents for the selected alignment, crossings, and outfall location and concept.
- Developing a Design and Construction Phasing Plan that identifies early works packages and other opportunities to shorten the Project completion schedule. Proposers should note that any recommendation for phasing construction shall occur after or in conjunction with development of the BDR and 30% design.
- Developing a 60% Design Package.
- Developing the of Stage 2 GMP Submittal including detailed open-book pricing, scope of work, schedule, and various plans as defined in the Design-Build Contract.

A draft Scope of Preliminary Services is included in Appendix 2 to the draft Design-Build Contract. As described in Section 6 of this RFP, Proposers are to base not-to-exceed pricing on the draft scope as written. Proposers are also asked to identify any recommended scope modifications and to provide the incremental cost impacts associated with those recommendations in their Proposals. A final Scope of Preliminary Services and final not-to-exceed pricing will be negotiated prior to execution of the Design-Build Contract.

2.3 STAGE 2 DESIGN-BUILD SERVICES

During Stage 2, the Design-Builder will complete the design, obtain any other permits and approvals required for construction, and construct the Project. Work shall include:

- Developing Stage 2 Design Documents
- Obtaining temporary utility service as needed for construction
- Making service connections to new or modified utilities
- Coordinating with other projects
- Conducting stakeholder and public outreach for Stage 2
- Installing other utility improvement work packages that may be identified by the City and added to the Design-Build Work in accordance with the procedures identified in the Contract

Refer to the draft Design-Build Contract and appendices to the Contract for additional details of anticipated Stage 2 work.

3.0 PROGRESSIVE DESIGN-BUILD CONTRACT

The draft Design-Build Contract for progressive Design-Build services is included as Volume II of this RFP.

3.1 GMP AMENDMENT

In accordance with the Draft Design-Build Contract, the Design-Builder shall submit its proposed GMP Amendment package (GMP Submittal). Upon successful negotiation with the City, the GMP Amendment will establish the Guaranteed Maximum Price, Scheduled Substantial Completion Date, Design-Build Work requirements, and other requirements that will be incorporated into the Design-Build Contract.

3.2 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 RFP. The selected Design-Builder will be required to follow Washington and Federal Equal Opportunity (EEO) laws and regulations.

3.3 SMALL BUSINESS ENTERPRISE PROGRAM

The City of Tacoma's Small Business Enterprise (SBE) program offers contracting of services to qualified small businesses interested in doing work in the City. The goal of the SBE program is to facilitate a substantial procurement, education, and small business assistance program designed to promote equitable participation by historically underutilized businesses in the provision of services to the City. The City plans to establish a SBE goal that will range between 8% - 15% to be met during the construction of the Project. The SBE goal percentage will be determined in Stage 1.

The Design-Builder agrees to solicit and recruit to the maximum extent possible SBEs for performance of the Design-Build construction portion of the work. To comply with the SBE goal range, the Design-Builder should include all qualified SBEs in solicitation lists for subcontracting opportunities and maintain records of their responses, establish delivery schedules, where work requirements permit, which will encourage participation of qualified SBEs. The City of Tacoma has an equal opportunity provision where discrimination is prohibited under Tacoma Municipal Code TMC 1.07.030. Chapter 1.07 of the TMC is included in RFP Attachment C.

3.4 LEAP APPRENTICESHIP PROGRAM

The Local Employment and Apprenticeship Training program (LEAP) has been adopted to counteract economic and social ills, which accompany high rates of unemployment within the City of Tacoma. The Tacoma City Council established the LEAP for Public Works Contracts pursuant to City of Tacoma ordinance No. 27815. The primary goal for this Program is to provide an opportunity for City of Tacoma and Empowerment

Zone/Enterprise Community residents to enter Apprenticeship Programs, acquire skills, and perform work that will provide living wages.

LEAP is a **mandatory** City of Tacoma program that requires the Design-Builder to ensure that 15 percent of the Estimated Labor Hours worked on the Project are performed by apprentices and/or residents of the City of Tacoma. The Estimated Labor Hours for this Project/contract are measured in labor hours. The LEAP hours shall be a minimum of 15% of the labor hours identified for apprentice utilization on the construction phase of the Project and comply with all of the necessary LEAP forms in order to implement and track labor hours on the Project. Once the Project has developed particular scopes of work so that labor hours can be determined, the Local Employment & Apprenticeship Training Program (LEAP) goal shall be developed by the City of Tacoma LEAP Coordinator. The Design-Builder shall take all the necessary steps to identify LEAP eligible residents in Pierce County or in a state approved apprenticeship program to fulfill the LEAP goal. If the Design-Builder requires assistance in soliciting and recruiting LEAP eligible labor, contact the LEAP office for assistance in locating eligible labor for this project. RFP Attachment D includes the regulations and requirements for a LEAP Utilization Plan.

4.0 PROCUREMENT PROCESS AND SCHEDULE (STEP 2)

4.1 PROPOSER'S POINT OF CONTACT

Each Proposer shall update the name, address, phone number, and email address of its RFP contact person, if different than identified for the RFQ. Contact persons for each short-listed firm for this Project will receive notices of addenda, questions, and answers, and related updates to this RFP.

4.2 CITY POINT OF CONTACT

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

Kristy Beardemphl, P.E.
City of Tacoma, Environmental Services Department
E-mail: KBeardemphl@cityoftacoma.org

Proposers shall not contact the Procurement and Payables Division for clarification of the RFP or related Project specifics.

4.3 QUESTIONS, CLARIFICATIONS, AND ADDENDA

Questions and requests for clarifications regarding this RFP shall be submitted in writing to the City's Point of Contact as listed in Section 4.2. 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 RFP at any time before the Proposal Due Date indicated in Table 4-1. Such revisions, if any, will be announced by addenda to this RFP. The City will use the following guidelines when responding to questions and requests for clarification and issuing addenda for this RFP:

- The City will distribute addenda and other communications directly to the contact person for each short-listed firm, 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 Proposer's contact person is responsible for distributing copies of addenda and other RFP-related information within their team.
- If an answer to a question or request for clarification requires no change to the RFP, answers will be provided in writing to all short-listed firms. Changes to the 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 Proposers shall acknowledge receipt of all addenda by completing the Signature Page included in Attachment A, Proposal Forms. The executed Signature Page shall be included in Appendix B of the Proposal.

4.4 COMMUNICATION PROTOCOL

All communications regarding this RFP 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 4.2).
- Oral communications from the City contact or other individual will be considered unofficial and non-binding on the City of Tacoma.
- Proposers are expected to conduct themselves with professional integrity and to refrain from lobbying activities. During the procurement process (commencing with issuance of the 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 Proposer shall have any ex parte communications, directly or indirectly, regarding the procurement with any representative of the City of Tacoma, WSDOT or FHWA including their staff, advisors, contractors or consultants involved with the procurement, except for communications expressly permitted by this RFP.
- Any verified allegation that a Proposer or an employee, agent, advisor, consultant or subcontractor of a Proposer has engaged in such prohibited communications or attempt to unduly influence the selection process may be cause for the City to disqualify the Proposer from participating, at the discretion of the City.

4.5 PROCUREMENT SCHEDULE (STEP 2)

The procurement schedule for Step 2 of the City's procurement process is shown in Table 4-1. below. This schedule is subject to revision by addenda to this RFP.

Table 4-1. Anticipated Step 2 Procurement Schedule

Activity or Milestone	Anticipated Date
RFP Issued (including Appendices 2 and 3 of the draft Design-Build Contract)	Monday, October 23, 2017
Draft Design-Build Contract Issued (including all Appendices)	Monday, October 30, 2017
Pre-proposal Meeting	Thursday, November 2, 2017
Deadline for Material Comments on RFP and draft Design-Build Contract	Friday, November 10, 2017
Confidential Meetings	November 15-17, 2017
Deadline for Final Questions on RFP	Tuesday, November 21, 2017
Final RFP Addendum	Tuesday, November 28, 2017
Proposal Submittal Deadline	Tuesday, December 5, 2017
Interviews	December 18-19, 2017
Evaluation Committee Selection Recommendation	Friday, December 22, 2017
Selection Notification	Friday, December 22, 2017
Contract Negotiations	January 8-February 2, 2018
City Council Approval / Contract Execution / Preliminary Services NTP	February-March 2018

The City is committed to making good faith efforts to issue a Notice to Proceed for Preliminary Services in February-March 2018 but reserves the right to modify the above dates at any time.

4.6 PRE-PROPOSAL MEETING

The City will hold an optional informational meeting for short-listed Proposers regarding this RFP on the date indicated in Table 4-1. Attendance at this meeting is not a prerequisite to being a Proposer. The meeting will be held from 10:00 AM – 11:00 AM at the following location:

Center for Urban Waters
Conference Room 101 North
326 East D Street
Tacoma, WA 98421

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

4.7 MATERIAL COMMENTS ON DRAFT DESIGN-BUILD CONTRACT

The City will accept material comments on the Draft Design-Build Contract and will consider those comments. The City may, at its discretion, issue a revised Design-Build Contract incorporating feedback from Proposers.

4.8 CONFIDENTIAL MEETINGS

Following issuance of the RFP, the City plans to hold Confidential Meetings to give each Proposer 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 Proposers.

4.9 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 4-2.

4.10 EVALUATION AND SELECTION PROCESS

4.10.1 EVALUATION COMMITTEE

The City will establish an evaluation committee responsible for reviewing Proposals, evaluating them relative to the City's established criteria and weightings, 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 Progressive Design-Build Contract.

4.10.2 EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

Table 4-2. Proposal Evaluation Criteria

Criteria	Considerations	Weight
Identification of any change to "Pass / Fail" conditions from SOQ		Pass / Fail
Ability to provide payment and performance bonds	Based on surety letters provided with SOQs	Pass / Fail

Table 4-2. Proposal Evaluation Criteria

Criteria	Considerations	Weight
Qualifications and Experience	<ul style="list-style-type: none"> Reconsideration of all factors required for SOQ considering information submitted in SOQ, information from interviews and reference checks, and supplemental information provided in Proposal Abilities of Professional Personnel; Past Performance on Similar Projects 	30 points
Management Plan / Commercial Approach	<ul style="list-style-type: none"> Project understanding Leadership capabilities of proposed project manager and design manager Approach to communicating and coordinating with City Approach to subcontracting and self-performance Approach to ensuring permitting, design and construction integration Approach to cost management, schedule management, risk management, quality management, and safety Stakeholder outreach approach Approach to GMP development and negotiation Ability to meet time and budget requirements Recent, current, and projected work-loads for Key Personnel Location of Key Firms 	30 points
Technical Approach / Design Concept	<ul style="list-style-type: none"> Approach to characterizing and documenting existing conditions for: <ul style="list-style-type: none"> Utilities and infrastructure Geotechnical and hydrogeologic conditions Soil and groundwater contamination Permitting / approvals strategy and approach Approach to evaluating alternative alignments Approach to evaluating and selecting construction methods, including trenchless methods Cost model development and implementation Approach to Construction Phasing and Expediting the Project Schedule Preliminary Stage 1 and Stage 2 schedules Innovative concepts / alternatives Approach to identified Technical Approach Scenarios 	25 points
Cost or Price-related Factors	<ul style="list-style-type: none"> Not-to-exceed pricing for draft Scope of Preliminary Services Staff billing rates General Conditions fee markup percentage and Design-Builder fee (overhead and profit) markup percentage 	10 points

Table 4-2. Proposal Evaluation Criteria

Criteria	Considerations	Weight
Outreach plan for small businesses	<ul style="list-style-type: none">• Design-Builder proposed actions/strategies to obtain SBE participation• Projected SBE bid opportunities• Commitment to good faith SBE efforts	5 points
Total		100 points

4.10.3 EVALUATION AND SELECTION

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 selection and negotiations.

The evaluation and selection process will include the following steps:

- Initial responsiveness / completeness review to confirm all required elements are included
- Evaluation of Pass/Fail criteria
- Continuation of reference checking
- Proposer interviews
- Evaluation of scored criteria identified in Table 4-2, based on Proposals, reference checking, and interviews
- Rating of Proposals, and recommendation of the highest-ranking Proposal for initiating negotiations
- After a Proposer is selected by the Evaluation Committee and prior to award, all Proposers will be notified in writing by the Purchasing Division

4.11 CONTRACT AWARD AND EXECUTION

Once a finalist has been selected by the Evaluation Committee contract negotiations will begin. At the conclusion of successful negotiations, the City intends to enter into a Design-Build Contract with the selected Proposer, subject to approval from the Tacoma City Council. If unable to reach agreement with the selected Proposer, the City reserves the right to negotiate with the next highest-ranked Proposer.

4.12 ORGANIZATIONAL CONFLICTS OF INTEREST

Proposers must identify and avoid situations or affiliations which could be considered a conflict of interest or unfair advantage. Proposers must certify, using the form included in Attachment A to this RFP, that no potential exists for any conflict of interest or unfair advantage.

4.13 ELIGIBILITY / DISALLOWED FIRMS

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

- Brown and Caldwell
- McMillen Jacobs Associates
- GeoEngineers
- Hawkins, Delafield, & Wood
- Environmental Science Associates (ESA)

4.14 TEAM CONTINUITY AND CHANGES TO ORGANIZATIONAL STRUCTURE

Proposers are advised that all firms and Key Personnel identified in the SOQ and Proposal shall remain on the Project Team for the duration of the procurement process through execution of the Design-Build Contract, unless otherwise requested by the City or agreed to by the City. If circumstances require a change to Key Personnel or firms during the City's procurement process, the change must be submitted in writing to the City Contact listed in Section 4.2 of this RFP. The request must clearly identify the change, state the reason for the request, and submit information required in this RFP for the proposed new Key Personnel or firm. The City, at its sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Proposer's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Proposer from further consideration.

4.15 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE

All Proposals 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 proposals confidential until execution of the Design-Build Contract.

The City acknowledges that some information provided by Proposers 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 Proposer 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 Proposer 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 proposer's response is responsive, the City will promptly provide the Proposer 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, Proposers recognize and agree that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

4.16 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.

4.17 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 Proposals or preparing for and participating in presentations or interviews for this Project.

The City will award an honorarium of \$50,000 to each short-listed firm submitting a responsive Proposal that is not selected for the Project. By submitting a Proposal in response to this RFP, each Proposer agrees that, in exchange for the honorarium, it will relinquish all ideas reflected in the Proposal and/or discussed with the City during the procurement process to the City to review, copy, distribute, and potentially use for the Project, even if the Proposer is not selected, so long as it is not patented or otherwise legally protected as a uniquely proprietary work product.

4.18 PROTESTS

4.18.1 PROTEST PROCEDURES

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

4.18.2 PROTESTS REGARDING THE RFP

Protests regarding the 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 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 four business days after notice of the 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.

4.18.3 COST AND DAMAGES

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

4.19 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 RFP, Proposers acknowledge and consent to the following City rights and conditions:

- Amend the scope of the Project
- Appoint evaluation members to review Proposals
- Investigate the qualifications of any Proposer
- Seek or obtain data from any source related to the Proposals
- Require confirmation of information furnished by a Proposer
- Hold meetings and conduct discussions and correspondence with the Proposers to seek an improved understanding and evaluation of the Proposals
- Require additional information from a Proposer concerning its SOQ or Proposal
- Seek and receive clarifications to a Proposal
- Require additional evidence of qualifications to perform the Work

- Disqualify any Proposer that submits an incomplete or inadequate response, or is not responsive to the requirements of this RFP, 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 the RFP and draft Design-Build Contract
- Waive any non-material defects, technicalities, or information in the Proposals, or any non-material deviations from the requirements set forth in the RFP
- Waive minor deficiencies and irregularities in a Proposal
- Reject any or all of the Proposals
- Issue a new 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 RFP 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 Proposals, 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 a Proposal, a Proposer disclaims any right to be paid for such costs.

In issuing this RFP, the City is not committing 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.

5.0 PROPOSAL SUBMITTAL REQUIREMENTS

This Section describes the requirements and processes for Proposal submittal.

5.1 PROPOSAL SUBMITTAL DEADLINE AND LOCATION

All sealed Proposals shall be received at the following location prior to 11:00 am Pacific Time, on the Proposal Submittal Date indicated in Table 4-1.

By Carrier:

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities
3628 S. 35th Street
Tacoma, WA 98409

By Mail:

City of Tacoma Procurement and Payables Division
Tacoma Public Utilities
PO Box 11007
Tacoma, WA 98411-0007

In Person:

City of Tacoma Procurement & Payments Division
Tacoma Public Utilities Lobby Security Desk
Administration Building North – Main Floor
3628 S. 35th Street
Tacoma, WA 98409

The City will not accept Proposals by facsimile or electronic transmission. Any Proposal that fails to meet the deadline or delivery requirement will be rejected and returned to the Proposer without having been opened, considered, or evaluated.

5.2 PROPOSAL SUBMITTAL QUANTITIES

Each Proposal shall provide the following:

- One original unbound Proposals showing original signatures
- Two USB flash drives, each containing an electronic copy of the Proposal in PDF format with the Sections and Subsections bookmarked
- Eight bound hard copies of the Proposal

The original shall be identified as the original on its front cover in blue ink. Each hard copy shall be identified on its front cover, in the upper right-hand corner, as “Copy X of 8 Copies”.

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

- A return address including the Proposer'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
- "Jefferson and Hood Street Surface Water Interceptor Project, ES17-0269F Proposal"
- The date of the submittal

5.3 PROPOSAL FORMAT

The Proposal shall be formatted as follows:

- **Language:** All information shall be in English.
- **Type Font:** 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 10-point font.
- **Page Size:** With the exception of the detailed Preliminary Stage 1 Schedule and the wide-format pricing forms, all information shall be printed on 8.5-inch by 11-inch paper. Those items may be on 11-inch by 17-inch paper. The 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 Proposal page limit is 75 pages, not including cover, tabs, cover letter, table of contents, and appendices. 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 Proposal shall include only information required by this Proposal. No other information will be considered in the evaluation of the Proposal.
- **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 Proposal shall be bound separately.

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

Jefferson & Hood Street Surface Water Interceptor,

Specification No. ES17-0269F

Proposal

[Date of Submittal]

5.4 CONFLICTS

In the event of any conflicts between the hard copy and electronic copy of the Proposal, the original hard copy will prevail.

5.5 WITHDRAWAL/RESUBMISSION OF PROPOSALS

A Proposal may be withdrawn by written request of the Proposer prior to the submittal deadline. A Proposer who withdraws a Proposal may resubmit a Proposal, as long as the resubmitted Proposal is received by the City prior to the submittal deadline. Proposers will not be allowed to amend or supplement their Proposal after the submittal deadline.

6.0 REQUIRED PROPOSAL ORGANIZATION AND CONTENT

This Section outlines the content requirements for Proposals. The information provided in the Proposal will be scored as shown in Table 4-2.

The Proposal shall demonstrate, through project experience, management approach, and technical approach, the ability of the Key Firms and Key Personnel to successfully complete the Project, and the suitability of the Proposer's approach to meet the Project goals.

6.1 PROPOSAL ORGANIZATION

The Proposer shall organize the Proposal according to the section headings and order of documents indicated in Table 6-1.

Table 6-1. Proposal Organization

Proposal Sections and Appendices	Relationship to Evaluation Criteria
Cover Letter	Required, not scored
Table of Contents	Required, not scored
Section 1: Supplemental Qualifications and Experience	30 points
Section 2. Management Plan/Commercial Approach	30 points
Section 3. Technical Approach / Design Concept	25 points
Section 4: Cost or Price Related Factors	10 points
Form 4-1. Preliminary Services Not-To-Exceed Pricing	
Form 4-2. All-Inclusive Billing Rates for Stage 1 Preliminary Services	
Form 4-3. Billing Rates for Stage 2 Professional Services Only	
Form 4-4 Billing Rates for Self-Performed Construction	
Form 4-5. Stage 2 Design-Build Markup Percentages (General Conditions Percentage and Overhead/ Profit Percentage)	
Section 5 – Preliminary Small Business Enterprise Outreach Plan	5 points
Appendix A – Supplemental Resumes and Firm Profiles	Considered under Qualifications and Experience Criterion
Appendix B – Proposer Information and Certifications	
Form B-1. Signature Page, Addenda Acknowledgement, and Non-Collusion Declaration	Pass/Fail
Form B-2. Organizational Conflict of Interest Certification	Pass/Fail
Form B-3. Key Personnel Commitments of Time	Considered under Management / Commercial Approach criterion
Form B-4 Certification of Compliance with Wage Payment Statutes	Pass/Fail

Proposal Sections and Appendices	Relationship to Evaluation Criteria
Appendix C –Suggested Changes to Draft Scope of Preliminary Services	
Form C. Suggested Changes to Draft Scope of Preliminary Services	Will be used to facilitate contract negotiations
Appendix D – Preliminary Self Performance and Subcontracting Plan	Considered under Management / Commercial Approach criterion
Appendix E -- Detailed Preliminary Stage 1 Schedule	Considered under Management / Commercial Approach criterion
Appendix F – Draft Stage 1 Quality Management Plan	Considered under Management / Commercial Approach criterion
Appendix G – Draft Stage 1 Health and Safety Plan	Considered under Management / Commercial Approach criterion

6.2 PROPOSAL CONTENT

6.2.1 PROPOSAL SECTION 1. SUPPLEMENTAL QUALIFICATIONS AND EXPERIENCE (30 POINTS)

Proposers shall identify the following Key Personnel (added by the City since issuance of the RFQ) and summarize their qualifications in Proposal Section 1:

- Geotechnical engineer
- Hydrogeologist
- Soil/Groundwater contamination specialist

Resumes shall be included in Appendix A.

In addition, based on a review of the draft Scope of Preliminary Services and other factors, a Proposer may choose to supplement the qualifications and experience information included in its SOQ by identifying additional firms or personnel on its proposed project team in Proposal Section 1 and by submitting associated firm profiles and resumes in Proposal Appendix A. In Proposal Section 1, a Proposer also may provide expanded explanations of the qualifications and experience of firms or individuals identified in its SOQ in light of the draft Scope of Preliminary Services.

In Proposal Section 1, the Proposer shall identify any changes in team structure or roles from information submitted as part of the Proposer's SOQ. Include modified organization charts (firm and individual) as applicable.

Information submitted in Proposal Section 1 and Proposal Appendix A will be reviewed along with the qualifications and experience information included in the Proposer's

SOQ. Proposers are reminded that any change in Key Personnel identified in Proposer's SOQ must comply with the requirements of Section 4.14 of this RFP.

6.2.2 PROPOSAL SECTION 2. MANAGEMENT PLAN / COMMERCIAL APPROACH (30 POINTS)

The purpose of this section is to demonstrate the Proposer's approach to overall management and leadership of the Project during both Stage 1 and Stage 2.

Proposal Section 2 shall include the following subsections and identified information.

- **Proposal Section 2.1: Understanding of Key Issues**

The Proposer shall provide a narrative that discusses its understanding of key Project issues/challenges related to permitting, stakeholder outreach, design, construction, and overall management of the Project. The Proposer shall demonstrate its knowledge of the Project requirements and needs, and shall identify and elaborate on those issues / challenges that it believes are most critical to successful Project completion and meeting the City's Project objectives.

- **Proposal Section 2.2: Project Leadership**

This section shall describe the Project Manager's approach to leading the Project team throughout Stages 1 and 2, specifically addressing the activities and techniques that will be used to build an integrated and cohesive Project team focused on meeting the City's goals. Specifically address the involvement and location of the Project Manager during construction, and how the Project Manager will interact with the Construction Manager and Construction Superintendent.

This section shall also describe the Proposer's approach to communicating with its overall team including subconsultants and subcontractors.

This section shall also describe the Design Manager's approach to leading the design team during Stages 1 and 2. Integration of the design team with other aspects of the Project shall be specifically addressed.

- **Proposal Section 2.3: Approach to Communications and Coordination with the City**

This section shall describe the Proposer's approach to communicating and coordinating with the City. Identify specific Stage 1 tasks where you believe coordination with the City will be critical to success and characterize how you believe the coordination can best be accomplished. Specifically identify how your approach to communication and coordination will differ between Stages 1 and 2. Identify specific communication protocols that you propose.

This section shall also discuss any specific measures proposed to create an integrated team with the City.

- **Proposal Section 2.4: Approach to Self-Performance and Subcontracting**

This section shall describe the proposed approach to self-performance and subcontracting of Project work, including anticipated roles for Key Firms and work expected to be subcontracted to unnamed firms. The Proposer shall discuss what it believes to be the advantages / disadvantages of its proposed approach. In addition, this section shall specifically:

- Describe the Proposers self-performance capabilities and preferences and demonstrate the Proposer's ability to self-perform the identified work.
- Describe the Proposer's methods and criteria for soliciting, selecting, and managing currently unnamed subcontractors.

The Proposer shall also provide a preliminary Self Performance and Subcontracting Plan (2-3 pages) for the Stage 2 work in Appendix D of its Proposal. (Note that this preliminary plan will be attached to the Design-Build Contract, will be advanced and updated as part of the Stage 1 Preliminary Services and subsequently will be included in the contract via the GMP amendment.).

- **Proposal Section 2.5: Approach to Assuring Permitting, Design and Construction Integration**

This section shall describe the specific methods the Proposer will use to assure integration of permitting, design and construction in the context of PDB project delivery. Specifically address the following:

- How Proposer would approach the design to facilitate permitting.
- How SEPA/EIS mitigation measures (as identified by the City based on the North and South Downtown Subarea Plan FEISs) and permitting conditions will be incorporated into the design and construction. Also describe measures that will be used to assure that all permit conditions are implemented.
- How constructability will be incorporated into the design process.
- How the engineer of record will be involved and consulted throughout construction.

- **Proposal Section 2.6: Approach to Cost Management, Schedule Management, Risk Management, Quality Management, and Safety**

This section shall describe the methods and tools that Proposer will use to manage the cost, schedule, risks and quality of the Project. This section shall specifically include:

- A description of the tools used to track costs and scope relative to Stage 1 not-to-exceed pricing and to the Stage 2 GMP. Describe how this information will be presented to the City, and how frequently. Specifically describe how potentially out-of-scope items or uncontrollable circumstances will be tracked and communicated with the City.

- A discussion of how the Stage 1 Project Schedule will be developed and tracked as the Stage 1 work progresses. Identify and describe factors that have the potential to cause delays during Stage 1, and how those factors will be managed. Proposer shall provide a summary preliminary Stage 1 Schedule in Proposal Section 2.6.
- In addition, the Proposer shall include a detailed preliminary Stage 1 Schedule in Proposal Appendix E.
- A discussion of how the Stage 2 Project Schedule will be developed and evolve during Stage 1 and how the Stage 2 Schedule will be tracked and managed during Stage 2. Identify and describe factors that have the potential to cause delays during Stage 2, and how those factors will be managed. Given that the City's target date for Final Completion is March 31, 2020; describe methods that could be used to achieve Final Completion by that date or earlier. Proposer shall provide a summary preliminary Stage 2 schedule in Proposal Section 2.6.
- A discussion of Proposer's approach and tools for managing Project risks.
- A summary discussion of Proposer's overall quality management approach for Stages 1 and 2. In addition, Proposers shall provide a draft Stage 1 Preliminary Services Quality Management Plan (QMP) in Appendix F of its Proposal.
- A summary discussion of Proposer's Safety Program for the Project. The discussion shall also identify the EMRs for the past three years for Design-Build, the Construction Lead and any named subcontractors. In addition, Proposer's draft Stage 1 Health and Safety Plan shall be included as Appendix G to their Proposal; it will be subsequently incorporated into Appendix 5 of the Design-Build Contract.

- **Proposal Section 2.7: Approach to Stakeholder and Public Outreach**

Describe the proposed approach to developing and implementing stakeholder and public outreach. This section shall specifically address:

- Proposer's current understanding of key stakeholder groups and affected members of the public, and their potential concerns.
- Methods used to identify potential key stakeholders and affected members of the public.
- Methods for outreach to and communication with key stakeholder groups and the public during Stage 1.
- Methods for outreach to and communication with key stakeholder groups during Stage 2.
- Use of social media.

- Methods for resolving Project controversies, including specific examples of the Stakeholder Outreach Lead’s successful application of these methods to other projects and the resulting outcomes and lessons learned.
- Methods for tracking and addressing complaints during construction.

- **Proposal Section 2.8: Approach to GMP Development and Negotiation**

Describe how the Proposer will develop and negotiate the proposed GMP, including the process for identifying the amount of contingency that would be under the control of the Design-Builder, and management measures that will be implemented to manage and control costs to adhere to the GMP. Discuss the Proposer’s recommended process for conducting the Stage 2 negotiations. What challenges could the Design-Builder and the City face during negotiations? What measures does the Proposer recommend to address those challenges?

- **Proposal Section 2.9: Recent, Current, and Project Workloads for Key Personnel and Location of Key Firms**

- Identify the recent, current, and projected (2018-2020) workloads for Key Personnel.
- Identify the location of Key Firms, and discuss how the City will be assured of access to and communication with Key Personnel given these locations, during each stage of the Project.

6.2.3 PROPOSAL SECTION 3. TECHNICAL APPROACH / DESIGN CONCEPT (25 POINTS)

The purpose of this section is to demonstrate the Proposer’s overall approach to conducting the Stage 1 Preliminary Services, including the Proposer’s approach to addressing certain technical challenges posed by the Project.

The City is making a limited number of the listed Project Reference Documents available to Proposers to help inform their Proposals. These documents are listed in Table 6-2.

- **Proposal Section 3.1: Overall Technical Approach**

The Proposer shall describe its overall approach to conducting the technical investigations, evaluations and design activities included in the draft Scope of Preliminary Services (Appendix 2 to the draft Design-Build Contract).

This section of the Proposal shall also generally describe any major additions or modifications to the draft scope that are recommended by the Proposer and the reasons for these recommendations. Detailed descriptions of recommended scope modifications / additions are to be included in Proposal Appendix C.

- **Proposal Section 3.2: Review of Existing Utility Documentation / Development of Utility Relocation Plan.**

The Proposer shall describe its understanding of the extent to which the selected Design-Builder will be responsible for reviewing and verifying existing utility information during Stage 1, and how the risks related to the existence and location of existing utilities and structures will be allocated between and City and the selected Design-Builder following negotiation of the Stage 2 GMP. This section of the Proposal shall also describe Design-Builder's approach to coordinating any required relocation of existing utilities.

- **Proposal Section 3.3: Approach to Geotechnical and Hydrogeologic Investigations.**

The Proposer shall describe its approach to conducting the geotechnical and hydrogeological investigations for the Project, specifically addressing:

- Proposer's approach to use of geotechnical and hydrogeologic data to be provided in the data report under development by GeoEngineers.
- Additional field investigations recommended by the Proposer and the relationship of those recommended investigations to the field investigations identified in Figure A in the draft Scope of Preliminary Services. Discuss how information included in the existing report titled *Geotechnical and Environmental Data Review Report*, (GeoEngineers, September 2017), will be used to inform your recommendations.
- Proposer's approach to evaluating data from the additional field investigations being conducted by GeoEngineers as well as data collected by the selected Design-Builder in order to characterize groundwater conditions, aquifer characteristics and interconnections, ground behavior, and hydrogeological / geotechnical design criteria.
- Proposer's approach to developing the required Geotechnical Baseline Report, including Proposer's understanding of the City's role in approving the report and how the report will be used to allocate risks for subsurface geotechnical and hydrogeological conditions.
- A discussion of how this information will be used to inform the evaluation of alternative methods and requirements for trenchless and open-cut construction and dewatering.

- **Proposal Section 3.4: Approach to Characterization and Management of Contaminated Soil and Groundwater**

The Proposer shall describe its approach to characterizing the nature and extent of contaminated soil and groundwater and its approach to developing management strategies for these materials, specifically addressing:

- Proposer's approach to reviewing and verifying existing information related to contaminated soil and groundwater.

- Proposer’s approach to identifying and conducting any additional sampling, testing and/ or other investigations needed to close data gaps and identify the expected nature and extent of groundwater and soils contamination along the alignment for both alternative outfall locations. Discuss the relationship of Proposer’s recommended sampling, testing, and investigations to the work identified in the draft Scope of Preliminary Services.
- Proposer’s approach to evaluating the potential for cross-contamination of aquifers.
- Proposer’s approach to developing the required *Contamination Assessment Report* and *Contaminated Media Management Plan*. Specifically address how these will be used to inform the selection of construction and dewatering methods.
- Proposer’s understanding of how the risks associated with transport, disposal and exacerbation of contaminated media will be managed and allocated during Stage 2.

- **Proposal Section 3.5: Approach to Obtaining Permits and Approvals**

The Proposer shall identify its approach to obtaining those governmental and non-governmental permits and approvals identified as Design-Builder’s responsibility in Appendix 3 of the draft Design-Build Contract as well as Proposer’s approach to identifying any additional permits and approvals not identified in Appendix 3. Specifically identify who on your team will be responsible for obtaining each of the Appendix 3 permits and approvals (except for those being obtained by the City), and their related qualifications and experience. Identify those permits and approvals that you believe will be the most challenging to obtain and the techniques you will use to facilitate discussions and review by permitting entities. Cite specific examples where your permitting lead and permitting team have used these techniques on past projects to successfully expedite the schedule for receiving approvals.

This section shall also discuss Proposer’s approach for working collaboratively with the City to support City efforts on those governmental and non-governmental approvals identified as City responsibility in Appendix 3 of the draft Design-Build Contract.

- **Proposal Section 3.6: Approach to Evaluating Alternatives**

The Project will require that the selected Design-Builder evaluate alternative alignments and crossings as well as alternative designs and construction methods. The Proposer shall:

- Describe Proposer’s approach to identifying and evaluating alternative alignments for the interceptor pipeline. The Proposer shall specifically discuss specific economic, environmental, technical, schedule, risk, and constructability criteria that will be considered in evaluating alternative alignments. Any specific methods proposed for comparing alternatives shall also be described. Discuss

how Proposer intends to present this information in a manner that will facilitate the City's decision making on a recommended Project alignment.

- The Proposer shall describe its approach to evaluating alternatives for WSDOT/BSNF crossings, including feasibility, risk, design, permitting, and construction considerations that will drive alternative selection. The Proposer shall identify and discuss potential crossing concepts that they believe are potentially viable, including discussion of additional information and activities are needed to evaluate, confirm, and select an alternative. Discuss the primary considerations and constraints that will drive selection of a crossing location and method.
- The Proposer shall describe how construction methods for trenchless crossings will be evaluated and selected, including Project-specific considerations related to geotechnical/soils, groundwater/dewatering, environmental contamination, surface settlement, pipe diameter and material, and access/excavation needs.

- **Proposal Section 3.7: Approach to Cost Modeling and Estimating**

The Proposer shall describe its approach to developing a cost model that can be used to evaluate alternatives and design decisions throughout Stage 1 and that will ultimately be used to present cost estimate and the proposed GMP. The Proposer shall discuss its approach to estimating and tracking project construction costs and shall identify at what times during Stage 1 Proposer expects construction cost information will be presented to the City.

- **Proposal Section 3.8: Approach to Construction Phasing and Expediting the Project Schedule**

The Proposal shall describe Proposer's initial thoughts regarding the use of early works packages and other methods to expedite the Project schedule. Opportunities, benefits, and risks of implementing early work packages to the City and to the selected Design-Builder shall also be discussed.

- **Proposal Section 3.9: Innovative Approaches (Optional)**

The Proposer may include any suggested innovative approaches related to the Project, including any alternative concepts not currently identified by the City. Discuss why Proposer believes suggested innovations should be considered and / or evaluated.

- **Proposal Section 3.10: Technical Approach Scenarios**

The Proposer shall include responses to three technical approach scenarios at the locations shown in Figure 6-1. The City is making certain documents available on the Project website to assist Proposers in preparing their responses to these scenarios. Available documents are included in Table 6-2.

Table 6-2. Documents Made Available to Proposers

Document
<i>UW Tacoma Groundwater Contamination Fact Sheet.</i> Washington State Department of Ecology. Publication No. 16-09-143. March 2016.
<i>Geotechnical and Environmental Data Review Report.</i> GeoEngineers. September 2017.
<i>1147 Dock Street Restrictive Covenant, Parcel No. 8950001971.</i> October 2006.
<i>1147 Dock Street Second Periodic Review Report.</i> Draft. October 2017
<i>15th Street ROW SCAP Thea Foss Upland Properties.</i> 2000.
<i>Dock Street North ROW Thea Foss Upland Properties SCAP.</i> 2005.
<i>Thea Foss and Wheeler-Osgood Waterways Slope Area Maintenance Plan.</i>
<i>Thea Foss Waterway Slope Area Maintenance Spec for Cap Materials.</i>
<i>Thea Foss and Wheeler-Osgood Waterways Remediation Project Institutional Controls Plan</i>
<i>Washington State Joint Aquatic Resources Application: Jefferson Hood Street Interceptor Outfall-WRD214,</i> October 2017.
<i>Biological Assessment Thea Foss and Wheeler Osgood Waterways Remediation Project.</i>
<i>Thea Foss Sub-Basins FS5-FS6 Stormwater Conveyance Plan.</i>
<i>Technical Memorandum-Recommendations for Design Storms for Use in Hydrologic Modeling in Tacoma Washington.</i> MGS Engineering Consultants. December 2016.
<i>Technical Memorandum Intensity-Duration-Frequency (IDF) Curves Applicable to Locations within Tacoma Washington.</i> MGS Engineering Consultants. December 2016.
<i>City of Tacoma Jefferson & Hood Street Surface Water Interceptor Project Preliminary Plan and Profile.</i> October 2017.
<i>WSDOT Bridge Plans</i>

1. Refer to the City's website for [links to listed documents: www.govme.org/es/jefferson/rfp.html](http://www.govme.org/es/jefferson/rfp.html)

The City also recognizes that not all information necessary for a complete evaluation of these scenarios is currently available. As a result, the selected Design-Builder will not be bound by its responses. Nonetheless, the City hopes to gain a better understanding of how Proposer teams will approach certain Project technical challenges via these responses.



Figure 6-1. Technical Approach Scenarios

- **Scenario 1: Jefferson Avenue and South 21st Street Terminus.** Considering information made available by the City, provide a narrative describing Proposer's understanding of key issues and challenges related to groundwater conditions and groundwater / soil contamination in this area, including important unknowns. Discuss how hydrogeology and contamination in this area this might affect the selection of construction and dewatering methods. Specifically describe methods that could be employed to avoid or reduce the potential for construction resulting in cross contamination from the upper to lower aquifers in this area.
- **Scenario 2: Trenchless crossing beneath WSDOT and BNSF corridor, assuming Outfall Alternate 1 is selected.** Considering information made available by the City, provide a narrative describing Proposer's understanding of the key technical and permitting issues and challenges for this area. This section shall specifically:
 - Describe critical railroad and transportation coordination activities required and Proposer's suggested approach to this coordination, including any unique strengths the Proposer may have relative to obtaining railroad and WSDOT approvals.
 - Discuss geotechnical considerations affecting design and construction, including ground loss induced settlement below railroad tracks
 - Describe Proposer's suggested approach for evaluating construction options given congested corridor constraints and adjacent WSDOT bridge piers. Discuss access pit construction adjacent to I-705 and the railroad tracks.
 - Describe trenchless construction methods that could be appropriate for this location, and siting of trenchless access pits for crossing beneath the railroad tracks.
- **Scenario 3: Construction of new outfall on 1147 Dock Street property, assuming Outfall Alternate 1 is selected.** Considering information made available by the City, provide a narrative describing Proposer's understanding of key issues and challenges for this area that are related to the legacy cleanup of the 1147 Dock Street property and Thea Foss Waterway. Describe design and construction options that could be used for avoiding, minimizing, and/or restoring disturbance of any previous cleanup and capping efforts. Discuss design concepts and construction methods for the outfall considering the legacy cleanup issues, including concepts for energy dissipation if required. Discuss any changes you think should be considered to the outfall concept included in the City's JARPA application.

6.2.4 PROPOSAL SECTION 4. PRICING FACTORS (10 POINTS)

Proposal Section 4 shall include Proposer's pricing factors. Proposers should not that the selected Proposer's submitted pricing factors will be subject to negotiation with the City.

The RFP includes a draft Scope of Preliminary Services in Appendix 2 to the draft Design-Build Contract. The Proposer shall provide a task-level summary of its proposed not-to-exceed pricing for the draft Scope of Preliminary Services **as currently written** in Section 4 of its Proposal. The summary shall include the task name, subtotals for each task, and the total not-to-exceed price. A more detailed breakdown using Form 4-1 shall be included in Appendix B of the Proposal. Submit one copy of the Prime sheet included in Form 4-1 for the Design-Builder, and one copy of the subconsultant sheet for each subconsultant / subcontractor firm. An electronic version of Form 4-1 is available on the City Project website. Note that the City is making an electronic version of Form 4-1 available for Proposers to use; Proposers are responsible for verifying all calculations included in the electronic form. While not required for the Proposal, Proposers should note that the selected Proposer shall provide a sub-task level breakdown of costs in a form similar to Form 4-1 at the start of negotiations.

Not-to-exceed pricing shall include all effort required to complete the draft Scope of Preliminary Services, including but not limited to professional services; all estimating, constructability reviews, construction phasing assessments, advise, and input from Proposer's construction team; and expenses. Proposers should note that Form 4-1 includes allowances for certain activities.

Proposers should also note that the City is not interested in obtaining not-to-exceed estimates for the draft Scope of Preliminary Services that provide discounts from a Proposer's anticipated actual costs. Accordingly, if the City determines (at its sole discretion) that a Proposer's not-to-exceed pricing is substantially below other Proposals or substantially below City expectations, the City may (at its sole discretion) either declare the Proposal to be non-responsive or seek additional detailed information from that Proposer concerning the cost basis for its not-to-exceed price.

The Proposer shall complete and include Form 4-2 (All-Inclusive Billing Rates for Stage 1 Preliminary Services). Listed billing rates shall be all-inclusive (including all benefits, overhead and profit) and shall cover professional services and services provided by the construction team. These billing rates shall be in effect throughout Stage 1.

The Proposer shall complete and include Form 4-3 (Billing Rates for Stage 2 Professional Services Only). Billing Rates shown Form 4-3 shall include benefits, but not Design-Builder's overhead and profit, which will be covered by the proposed Design-Build Fee, or general conditions, which will be covered by the General Conditions Fee. Billing Rates in Form 4-3 shall only apply to personnel who will provide professional services (such as design, surveying and mapping, ongoing permitting support, stakeholder involvement, engineering during construction) during Stage 2. These rates shall be in effect throughout Stage 2.

The Proposer shall complete and include Form 4-4 (Billing Rates for Self-Performed Construction Work). Billing Rates shown Form 4-4 shall include benefits, but not Design-Builder's overhead and profit, which will be covered in the proposed Design-Build Fee, or general conditions, which will be covered by the General Conditions Fee. Billing Rates in Form 4-4 shall only apply to personnel who will conduct self-performed direct construction work (i.e. craft labor) during Stage 2. These rates shall be in effect throughout Stage 2.

The Proposer shall also complete and include Form 4-5 (Stage 2 Design-Build Markup Percentages) in Section 4 of the Proposal. Two specific markup percentages, which shall be used in developing the GMP Proposal, shall be provided:

- **Percent Markup for General Conditions.** This percent shall cover all work associated with managing and administering the Stage 2 work and providing General Conditions for the construction, including but not limited to all of the general conditions type personnel and work listed in Attachment 8A to Appendix 8 of the draft Design-Build Contract. The percent shall be applied to the total Direct Cost of Design-Build Work, including self-performed and sub-contracted work.
- **Percent Markup for Design-Build Fee.** This percent shall cover all Design-Builder overhead and profit. The Design-Build Fee percentage shall be applied to the Direct Cost of Design-Build Work but not to the General Conditions.

6.2.5 PROPOSAL SECTION 5. PRELIMINARY SMALL BUSINESS ENTERPRISE PLAN (5 POINTS)

The Proposer shall develop and submit a preliminary Small Business Enterprise (SBE) Plan that describes the Proposer's approach for meeting the City's goal of SBE utilization for this Project, anticipated to be 8-15%. (The actual SBE utilization goal for the Project will be determined during Stage 1 by the City in consultation with the Design-Builder.)

The preliminary SBE Plan shall be developed as described below and in accordance with City requirements included as Attachment C to this RFP.

The SBE Plan shall reflect SBE commitments and outreach methods to be used by the Proposer to obtain SBE participation (including good faith efforts, as appropriate), in order to achieve the indicated SBE goal range.

The SBE Plan must contain, at a minimum, the following elements:

1. A description of proposed actions / strategies that will be used by the Design-Builder to solicit interest and bids from SBE subcontractors/subconsultants on work opportunities arising from this Project.
2. A list of projected SBE bid opportunities (scopes of work including work description.)
3. Commitment by the Design-Builder to submit monthly reports on SBE participation to date, including a description of good faith efforts for achieving the Contract SBE goal range.

6.2.6 PROPOSAL APPENDIX A. SUPPLEMENTAL FIRM PROFILES AND RESUMES

Appendix A shall include profiles for any firms added to Proposer's team since submittal of its SOQ. The Proposer shall include resumes for additional Key Personnel (geotechnical engineer, hydrogeologist and groundwater/soil contamination specialist). Appendix A shall also include any resumes for additional personnel identified by the Proposer as having an important role and/or experience applicable to the Project (all submitted resumes limited to 2-pages per person).

6.2.7 PROPOSAL APPENDIX B. PROPOSER INFORMATION AND CERTIFICATIONS

The Proposer shall complete, sign, and include Forms B-1 (Signature Page, Addenda Acknowledgement, and Non-Collusion Declaration), B-2 (Organizational Conflict of Interest Certification), and B-4 (Certification of Compliance with Wage Payment Statutes).

Complete and include Form B-3 (Key Personnel Commitments of Time).

6.2.8 PROPOSAL APPENDIX C. SUGGESTED CHANGES TO DRAFT SCOPE OF PRELIMINARY SERVICES

The RFP includes a draft Scope of Preliminary Services in Appendix 2 to the draft Design-Build Contract. The draft Scope of Preliminary Services will be subject to negotiation with the selected Design-Builder.

In Proposal Appendix C, Proposers are invited to propose modifications to the draft Scope of Preliminary Services that they believe would be appropriate, necessary, and/or beneficial to the Project using Form C (Suggested Changes to Draft Scope of Preliminary Services). If modifications are proposed, the Proposer shall describe the reasons for the proposed change, and indicate the incremental change in cost (positive or negative). Use separate copies of Form C for each proposed modification or related group of modifications.

6.2.9 PROPOSAL APPENDIX D. PRELIMINARY SELF PERFORMANCE AND SUBCONTRACTING PLAN

Provide a preliminary Self Performance and Subcontracting Plan as called for in RFP Section 6.2.2.

6.2.10 PROPOSAL APPENDIX E. DETAILED PRELIMINARY STAGE 1 SCHEDULE

Provide a detailed preliminary Stage 1 Schedule as called for in RFP Section 6.2.2.

The detailed preliminary Stage 1 schedule shall be a Microsoft Project CPM-type schedule. At a minimum, the detailed preliminary Stage 1 schedule shall identify:

- Activities for each required permit or approval: development of the permit application, application review by the City, permit application revisions / submittal, review times, and expected date of issuance.
- Activities for each sub-task in the Draft Scope of Preliminary Services: including, as applicable, time for: developing investigation plans, field work, evaluations, and preparation of deliverables.
- Expected duration for GMP negotiations.
- Start and finish dates for each activity.

- Major milestones.
- Progress meeting and working meeting dates.
- Submittal dates including draft submission dates, City review periods, and final submission dates.
- Critical path analysis.
- Float.

6.2.11 PROPOSAL APPENDIX F. DRAFT STAGE 1 QUALITY MANAGEMENT PLAN

Provide a draft Stage 1 QMP as called for in Section 6.2.2. The draft Stage 1 QMP shall identify planned QA/QC processes, procedures, and roles for ensuring quality of technical reports, hydraulic / hydrologic modelling, permit applications, and design. The draft Stage 1 QMP shall be consistent with the requirements of Appendix 6 of the draft Design-Build Contract.

6.2.12 PROPOSAL APPENDIX G. DRAFT STAGE 1 HEALTH AND SAFETY PLAN

Provide a draft Stage 1 Health and Safety Plan as called for in RFP Section 6.2.2. for field activities anticipated during Stage 1 work.

LIST OF RFP ATTACHMENTS

- RFP Attachment A. Proposal Forms
 - Form B-1. Signature Page, Addenda Acknowledgement, and Non-Collusion Declaration
 - Form B-2. Organizational Conflict of Interest Certification
 - Form B-3. Key Personnel Commitments of Time
 - Form B-4. Certification of Compliance with Wage Payment Statutes
 - Form C. Suggested Changes to Draft Scope of Preliminary Services
- RFP Attachment B. Price Proposal and Billing Rate Forms
 - Form 4-1. Preliminary Services Not-To-Exceed Pricing (Prime and Subs)
 - Form 4-2. All-Inclusive Billing Rates for Stage 1 Preliminary Services
 - Form 4-3. Billing Rates for Stage 2 Professional Services Only
 - Form 4-4. Billing Rates for Self-Performed Construction Work
 - Form 4-5. Stage 2 Design-Build Markup Percentages
- RFP Attachment C. Small Business Enterprise Plan Requirements
- RFP Attachment D. LEAP Program Regulations and Requirements

RFP Attachment A. Proposal Forms

Form B-1. Signature Page, Addenda Acknowledgement and Non-Collusion Declaration

Form B-2. Organizational Conflict of Interest Certification

Form B-3. Key Personnel Commitments of Time

Form B-4. Certification of Compliance with Wage Payment Statutes

Form C. Suggested Changes to Draft Scope of Preliminary Services

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REQUEST FOR PROPOSALS SPECIFICATION NO. ES17-0269F

Jefferson & Hood Street Surface Water Interceptor Project

**FORM B-1. SIGNATURE PAGE, ADDENDA
ACKNOWLEDGEMENT AND NON-COLLUSION DECLARATION**

CITY OF TACOMA DEPARTMENT OF ENVIRONMENTAL SERVICES

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. 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.

Submittals will be received and time stamped only at the City of Tacoma Purchasing Division, located in the Tacoma Public Utilities Administration Building North, Main Floor, at 3628 South 35th Street, Tacoma, WA 98409. **See the Request for Proposals page near the beginning of the specification for additional details.**

REQUEST FOR PROPOSALS SPECIFICATION NO. ES17-0269F

Jefferson & Hood Street Surface Water Interceptor 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

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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

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

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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Form B-2. Organizational Conflict of Interest Certification

(Name of Proposer)

This image shows a full page of white paper with horizontal blue or grey ruling lines, typical of notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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REQUEST FOR PROPOSALS SPECIFICATION NO. ES17-0269F
Jefferson & Hood Street Surface Water Interceptor Project

Form B-3. Key Personnel Commitments of Time

Key Personnel Commitments of Time			
Project Role	Name	Commitment of Availability: Stage 1 ^a	Commitment of Availability: Stage 2 ^b
Project Manager (Design-Build Manager)		_____%	_____%
Design Manger		_____%	_____%
Lead Trenchless Engineer		_____%	_____%
Construction Manager		_____%	_____%
Construction Superintendent		_____%	_____%
Permitting Lead		_____%	_____%
Stakeholder and Public Outreach Lead		_____%	_____%
Geotechnical Engineer		_____%	_____%
Hydrogeologist		_____%	_____%
Soil / Groundwater Contamination Specialist		_____%	_____%

1. For Stage 1 commitment of availability, Proposers shall indicate average percent of time the individual could be available to work on the Project if needed. Assume 10 percent of each individual's time will be committed for vacation, holidays, and sick leave.
2. For Stage 2 commitment of availability, Proposers shall indicate average percent of time individual could be available to work on the Project if needed. Assume a Stage 2 duration from February 2019 – March 2020.

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REQUEST FOR PROPOSALS SPECIFICATION NO. ES17-0269F
Jefferson & Hood Street Surface Water Interceptor Project

Form B-4. Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (October 23, 2017), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

State of Incorporation, or if not a corporation, the state where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

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Form C. Suggested Changes to Draft Scope of Preliminary Services

1. Proposer shall use as many copies of Form C as necessary to describe proposed modifications or related groups of modifications. Separate copies of Form C shall be used for each proposed modification or related group of modifications.
2. Proposer shall include all completed versions of Form C in Appendix C of its Proposal.

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RFP Attachment B. Price Proposal and Billing Rate Forms

- Form 4-1. Preliminary Services Not-to-Exceed Pricing
- Form 4-2 All-Inclusive Billing Rates for Stage 1 Preliminary Services
- Form 4-3. Billing Rates for Stage 2 Professional Services Only
- Form 4-4. Billing Rates for Self-Performed Construction Work
- Form 4-5. Stage 2 Design-Build Markup Percentages

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REQUEST FOR PROPOSALS SPECIFICATION NO. ES17-0269F
Jefferson & Hood Street Surface Water Interceptor Project

Form 4-1. Preliminary Services
Not-to-Exceed Pricing

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Form 4-1. Preliminary Services Not-to-Exceed Pricing

Project Name

City of Tacoma Jefferson and Hood Street Surface Water Interceptor Project

Proposer Name

Name of Firm

Position Title												LABOR	EXPENSES	ALLOWANCES	SUBCONSULTANTS SUBTOTAL	SUBTOTAL	Subconsultants				
List individual under each Position Title by name.																	Name	Name	Name	Name	Name
Hourly Billing Rate																					
Task 1: Stage 1 Project Management	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS		\$0.00		\$20,000.00	\$0.00	\$20,000.00					
Task 2: Reference Document Review and Validation												\$0.00		\$5,000.00	\$0.00	\$5,000.00					
Task 3: Geotechnical, Hydrogeological, and Contamination Investigations and Reports												\$0.00		N/A	\$0.00	\$0.00					
Task 4: Survey and Mapping												\$0.00		N/A	\$0.00	\$0.00					
Task 5: Hydrologic and Hydraulic Model Development and Analysis												\$0.00		N/A	\$0.00	\$0.00					
Task 6: Alternatives Analysis												\$0.00		N/A	\$0.00	\$0.00					
Task 7: Cost Estimating, Scheduling, and Constructability Reviews												\$0.00		N/A	\$0.00	\$0.00					
Task 8: Permitting and Approvals												\$0.00		N/A	\$0.00	\$0.00					
Task 9: Traffic Control Planning												\$0.00		N/A	\$0.00	\$0.00					
Task 10: Stakeholder and Public Outreach Planning and Support												\$0.00		N/A	\$0.00	\$0.00					
Task 11: Basis of Design Report and 30 Percent Design Documents												\$0.00		N/A	\$0.00	\$0.00					
Task 12: Design and Construction Phasing Plan												\$0.00		N/A	\$0.00	\$0.00					
Task 13: 60 Percent Design Package												\$0.00		N/A	\$0.00	\$0.00					
Task 14: Stage 2 Guaranteed Maximum Price Submittal												\$0.00		N/A	\$0.00	\$0.00					
Task 15: Additional Preliminary Services (Allowance to be Determined by City)												\$0.00		N/A	\$0.00	\$0.00					
Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0.0									
Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Required Input from Proposers:													Total Not to Exceed - Stage 1			\$25,000.00					

1. Enter rates and hours for Preliminary Services only, based on Draft Design-Build Contract Appendix 2 Scope of Preliminary Services.

1. Position Titles, List Individual under each Position Title and Hourly Billing Rates

2. Hours per Task

3. Expenses by Task

4. Provide completed worksheet for each subconsultant (see additional tabs)

5. Add cost per task for each subconsultant on Respondent worksheet

6. This electronic form is provided for the convenience of Proposers on the City's Project website, and the Proposer is responsible for validating all numbers; the City assumes no responsibility for the formulas or calculations.

7. The City reserves the right to correct obvious errors in the Proposer's submittal.

Form 4-1. Preliminary Services Not-to-Exceed Pricing															
Project Name		City of Tacoma Jefferson and Hood Street Surface Water Interceptor Project													
Subconsultant Firm Name		Name of Firm													
Position												LABOR	EXPENSES	ALLOWANCES	SUBTOTAL
List individual under each Position Title by name.															
Hourly Billing Rate															
	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS				
Task 1: Stage 1 Project Management												\$0.00		N/A	\$0.00
Task 2: Reference Document Review and Validation												\$0.00		N/A	\$0.00
Task 3: Geotechnical, Hydrogeological, and Contamination Investigations and Reports												\$0.00		N/A	\$0.00
Task 4: Survey and Mapping												\$0.00		N/A	\$0.00
Task 5: Hydrologic and Hydraulic Model Development and Analysis												\$0.00		N/A	\$0.00
Task 6: Alternatives Analysis												\$0.00		N/A	\$0.00
Task 7: Cost Estimating, Scheduling, and Constructability Reviews												\$0.00		N/A	\$0.00
Task 8: Permitting and Approvals												\$0.00		N/A	\$0.00
Task 9: Traffic Control Planning												\$0.00		N/A	\$0.00
Task 10: Stakeholder and Public Outreach Planning and Support												\$0.00		N/A	\$0.00
Task 11: Basis of Design Report and 30 Percent Design Documents												\$0.00		N/A	\$0.00
Task 12: Design and Construction Phasing Plan												\$0.00		N/A	\$0.00
Task 13: 60 Percent Design Package												\$0.00		N/A	\$0.00
Task 14: Stage 2 Guaranteed Maximum Price Submittal												\$0.00		N/A	\$0.00
Task 15: Additional Preliminary Services (Allowance to be Determined by City)												\$0.00		N/A	\$0.00
Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0			
Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Required Input from Proposers:												Total Not to Exceed - Stage 1		\$0.00	

- 1. Position Titles, List Individual under each Position Title and Hourly Billing Rates
- 2. Hours per Task
- 3. Expenses Per Task
- 4. This electronic form is provided for the convenience of Proposers on the City's Project website, and the Proposer is responsible for validating all numbers; the City assumes no responsibility for the formulas or calculations.

REQUEST FOR PROPOSALS SPECIFICATION NO. ES17-0269F
Jefferson & Hood Street Surface Water Interceptor Project

**Form 4-2. All-Inclusive Billing Rates for Stage 1
Preliminary Services**

Stage 1: Professional Services		
Staff Name	Firm	Billing Rate including all markups for overhead and profit

Stage 1: Construction Services		
Staff Name	Firm	Billing Rate including all markups for overhead and profit

1. Provide billing rates for personnel who will provide professional and construction staff services during Stage 1, including Key Personnel and others. The Proposer shall commit to the use of listed billing rates for all professional and construction staff services provided for the duration of Stage 1.
2. Additional staff proposed to be added by the Design-Builder must be approved by the City, and will be assigned a billing rate consistent with equivalent staff listed in Form 4-2.

REQUEST FOR PROPOSALS SPECIFICATION NO. ES17-0269F
Jefferson & Hood Street Surface Water Interceptor Project

**Form 4-3. Billing Rates for Stage 2 Professional
Services Only**

Stage 2: Professional Services		
Staff Name	Firm	Billing Rate

Stage 2: Professional Services		
Staff Name	Firm	Billing Rate

1. Provide billing rates for personnel who will provide professional services during Stage 2. The Proposer shall commit to the use of listed billing rates for all professional services provided for the duration of Stage 2. Billing rates shall not include any allowance for Design-Builder's overhead, profit or general conditions which will be covered by the Design-Build Fee and General Conditions Fee.
2. Additional professional staff proposed to be added by the Design-Builder must be approved by the City, and will be assigned a billing rate consistent with equivalent staff listed in Form 4-3.
3. Costs of all construction personnel including management are to be included in General Conditions Fee (Form 4-5).

REQUEST FOR PROPOSALS SPECIFICATION NO. ES17-0269F
Jefferson & Hood Street Surface Water Interceptor Project

**Form 4-4. Billing Rates for Self-Performed
Construction Work**

Stage 2: Craft Labor for Self-Performed Construction		
Staff Name	Firm	Billing Rate

Stage 2: Craft Labor for Self-Performed Construction		
Staff Name	Firm	Billing Rate

1. Provide billing rates for craft labor categories for direct construction work during Stage 2. Billing rates shall not include any allowance for Design-Builder's overhead, profit or general conditions which will be covered by the Design-Build Fee and General Conditions Fee.
2. The Proposer shall commit to the use of listed billing rates for all self-performed construction for the duration of Stage 2.
3. Additional craft labor categories proposed to be added by the Design-Builder must be approved by the City, and will be assigned a billing rate consistent with equivalent categories listed in Form 4-4.
4. Costs of all construction management and oversight personnel are to be included in General Conditions Fee (Form 4-5).

REQUEST FOR PROPOSALS SPECIFICATION NO. ES17-0269F
Jefferson & Hood Street Surface Water Interceptor Project

Form 4-5. Stage 2 Design-Build Markup Percentages

Stage 2: Construction Markups	Percent applied to Direct Design-Build Cost
Markup Percentage for General Conditions Fee	_____ %
Markup Percentage for Design-Builder Fee (Overhead and Profit)	_____ %

1. The markup for General Conditions Fee shall cover all work associated with managing and administering the Stage 2 work and providing General Conditions for the construction, as described in Attachment 8A to Appendix 8 of the draft Design-Build Contract. The percent shall be applied to the total Direct Cost of Design-Build Work, including self-performed and sub-contracted work. Proposer shall commit to the use of the proposed percentage in development of its proposed GMP.
2. The markup for Design-Builder Fee (overhead and profit) shall be applied to the Direct Cost of Design-Build Work, including self-performed and sub-contracted work. Proposer shall commit to the use of the proposed percentage in development of its proposed GMP.

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RFP Attachment C. Small Business Enterprise Requirements

Tacoma Municipal Code Chapter 1.07

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Chapter 1.07

SMALL BUSINESS ENTERPRISE

Sections:

- 1.07.010 Policy and purpose.
- 1.07.020 Definitions.
- 1.07.030 Discrimination prohibited.
- 1.07.040 Program administration.
- 1.07.050 Certification.
- 1.07.060 Program requirements.
- 1.07.070 Evaluation of submittals.
- 1.07.080 Contract compliance.
- 1.07.090 Program monitoring.
- 1.07.100 Enforcement.
- 1.07.110 Remedies.
- 1.07.120 Unlawful acts.
- 1.07.130 Severability.
- 1.07.140 Sunset and review of program.

1.07.010 Policy and purpose.

It is the policy of the City of Tacoma 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 finds that in its contracting for supplies, services and public works there has been historical underutilization of small businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of reasonably achievable goals to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.020 Definitions.

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code ("TMC"), or unless the context in which they are used clearly indicates a different meaning.

A. "Affidavit of Small Business Enterprise Certification" means the fully completed, signed, and notarized affidavit that must be submitted with an application for SBE certification. Representations and certifications made by the applicant in this Affidavit are made under penalty of perjury and will be used and relied upon by City to verify SBE eligibility and compliance with SBE certification and documentation requirements.

B. "Base Bid" means a Bid for Public Works to be performed or Supplies or Services to be furnished under a City Contract, including additives, alternates, deductives, excluding force accounts, and taxes collected separately pursuant to Washington Administrative Code ("WAC") 458-20-171.

C. "Bid" means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.

D. "Bidder" means an entity or individual who submits a Bid, Proposal or Quote. See also "Respondent."

E. "City" means all Departments, Divisions and agencies of the City of Tacoma.

F. "Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or

supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

G. “Contractor” means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

H. “Evaluated Bid” means a Bid that factors each Respondent’s Base Bid including any alternates, deductive and additives selected by the City that will result in a weighed reduction based on that Respondent’s percentage of SBE participation, as defined by formula set forth in this chapter or in the SBE Regulations adopted pursuant to this chapter.

I. “Goals” means the annual level of participation by SBEs in City Contracts as established in this chapter, the SBE Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

J. “SBE Certified Business” (or “SBEs”) means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department-SBE Program Coordinator.

K. “SBE Program Coordinator” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the SBE Regulations.

L. “SBE Regulations” shall mean the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

M. “Lowest and Best Responsible Bidder” means the Bidder submitting the lowest Bid received that is within the range of acceptable bids, that also has the ability to timely perform the Contract bid upon considering such factors as financial resources, skills, quality of materials, past work record, and ability to comply with state, federal, and local requirements, including those set forth in the SBE Regulations.

N. “Non-Public Works and Improvements” means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

O. “Person” means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

P. “Proposal” means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

Q. “Public Works (or “Public Works and Improvements)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

R. “Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

S. “Respondent” means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

T. “Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

U. “Submittal” means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

V. “Supplies” means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

(Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator’s ineligibility for further City Contracts.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.040 Program administration.

A. The Community and Economic Development Director, or his or her designated SBE Program Coordinator, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative rules and regulations known as the SBE Regulations to properly implement and administer the provisions of this chapter. The SBE Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the SBE goals set forth herein. The SBE Regulations shall become effective following public notice and an opportunity to comment by the public.

C. The SBE Regulations adopted pursuant to this section are for the administrative and procedural guidance of the officers and employees of the City and are further expressions of the public policy of the City. The SBE Regulations, when adopted, shall not confer an independent cause of action or claim for relief cognizable in the courts of the state of Washington or the United States of America to any third parties, and such provisions shall not be used as the basis for a lawsuit in any court of competent jurisdiction challenging the award of any contract by the City.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.050 Certification.

A. The SBE Program Coordinator shall approve a person as a SBE Certified Business if all of the following criteria are satisfied:

1. Each person with an ownership interest in the company has a personal net worth of less than \$1,320,000 excluding one personal residence and the net worth of the business;
2. The company’s total gross receipts for any consecutive three year period within the last six years is not more than \$36,500,000 for public works companies and not more than \$15,000,000 for non-public works and improvements companies;
3. The owner(s) of the company executes an Affidavit of Small Business Enterprise Certification and files it with the City which states that all information submitted on the SBE application is accurate, that the business has sought or intends to do business with the City and/or within the Pierce County area and has experienced or expects to experience difficulty competing for such business due to financial limitations that impair its ability to compete against larger firms; and
4. The company can demonstrate that it also meets at least one of the following additional requirements:
 - a. The company’s business offices, or the personal residence of the owner, is located within a City of Tacoma designated Renewal Community/Community Empowerment Zone, prior to designation as a SBE, or

- b. The company's business offices, or the personal residence of the owner, is located within the City of Tacoma for at least six months prior to designation as a SBE; or
- c. The company's business offices are located in a federally designated HUBZONE in Pierce County or any adjacent county for at least 12 months prior to designation as a SBE; or
- d. The company's business offices are located in a federally designated HUBZONE in a County wherein the work will be performed, or an adjacent county, for at least 12 months prior to designation as a SBE.

B. Application Process. The SBE Program Coordinator shall make the initial determination regarding certification or recertification. Each SBE applicant shall provide the following documents; as such documents are more fully described in the SBE Regulations, to the SBE Program Coordinator:

- 1. A completed Statement of Personal Net Worth form;
- 2. A completed, signed, and notarized Affidavit of Small Business Enterprise Certification that affirms compliance with the certification and documentation requirements of this section;
- 3. List of equipment and vehicles used by the SBE;
- 4. Description of company structure and owners;
- 5. Such additional information as the SBE Program Coordinator or designee may require.

When another governmental entity has an equivalent SBE classification process the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

C. Recertification. A SBE qualified business shall demonstrate annually to the satisfaction of the SBE Program Coordinator that the following SBE qualifications are still in effect for such business:

- 1. That the company still meets all of the criteria set forth in subsection 1.07.050.A. TMC, and
- 2. That the company has maintained all applicable and necessary licenses in the intervening period, and
- 3. That the company demonstrates that the owner and/or designated employees have completed the minimum annual continuing business education training requirements set forth in the SBE Regulations.

D. Appeals. The applicant may appeal any certification determination by the SBE Program Coordinator under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28147 Ex. A; passed May 7, 2013: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. Establishment of Annual SBE Goals. The SBE Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of SBEs in City contracts shall be based on the number of qualified SBEs operating within Pierce County or in a county that is adjacent to Pierce County or in a HUBZone in a county where the supplies, services and/or public works will be delivered or performed. The dollar value of all contracts awarded by the City to SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable SBE goal. The initial cumulative annual SBE goal for all public works, non-public works and improvements supplies and services procured by the City of Tacoma is 22 percent.

B. Revision of Annual SBE Goals. SBE utilization goals for supplies, services, and public works shall be reviewed annually to determine the total level of SBE participation reasonably attainable. If no certified SBEs are available to provide supplies, services, and/or public works, the dollar value of such supplies, services, or public works shall be exempt from the calculation of the cumulative annual goals set forth in the SBE Regulations. Proposed reduction of the cumulative annual SBE goals shall be in accordance with the SBE Regulations.

C. Application of SBE Goals to Contracts. The SBE Program Coordinator shall consult with City departments/divisions to establish the SBE goal for competitively solicited contracts of \$25,000 and above, in accordance with this chapter and the SBE Regulations. No SBE goal will be established if no certified SBEs are available to provide supplies, services and/or public works.

D. Waivers. City departments/divisions or the SBE Program Coordinator may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be granted in any one or more of the following circumstances:

1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.
2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.
3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.
4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.
5. Lack of SBEs: An insufficient number of qualified SBE contractors exist to create SBE utilization opportunities.
6. Best interests of the City: Waiver of SBE goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.

E. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the SBE utilization goals based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such goals would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contract valued at \$25,000 or more shall be evaluated for attainment of the SBE goal established for that contract in accordance with this chapter and the SBE Regulations.

B. The determination of SBE usage and the calculation of SBE goal attainment per this section shall include the following considerations:

1. General. The dollar value of the contract awarded by the City to a SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the SBE goal.
2. Supplies. A public works and improvements contractor may receive credit toward attainment of the SBE goal for expenditures for supplies obtained from a SBE; provided such SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the SBE goal for the amount of the commission paid to a SBE resulting from a supplies contract with the City; provided the SBE performs a commercially useful function in the process.
3. Services and Public Works subcontracts. Any bid by a certified SBE or a bidder that utilizes a certified SBE shall receive credit toward SBE goal attainment based on the percentage of SBE usage demonstrated in the bid. A contractor that utilizes a SBE-certified subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the SBE goal based on the value of the subcontract with that SBE.
4. Brokers, Fronts, or Similar Pass-Through Arrangements. SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the SBE Regulations) shall not count toward SBE goal attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a SBE utilization goal has been established for the contract to be awarded shall be as follows:

1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the SBE goal. Such low bid shall be determined to meet the SBE goal if the bidder is a certified SBE.
 - a. If the low bidder meets the SBE goal, the bid shall be presumed the lowest and best responsible bid for contract award.

b. If the lowest priced bid does not meet the SBE goal, but the bid of any other responsive and responsible bidder does, and such other bid(s) is or are priced within five percent of the lowest bid, then the following formula shall be applied to each such other bid:

$$(\text{Base Bid}) - \left[\frac{\text{SBE Usage Percentages}}{\text{SBE Goal Percentages}} \times (.05 \times \text{Low Base Bid}) \right] = \text{Evaluated Bid}$$

c. The lowest evaluated bid after applying said evaluation formula shall be presumed the lowest and best responsible bid for contract award.

d. In no event shall a bidder's evaluated bid price be adjusted more than 5 percent from its base bid price for purposes of contract award.

2. When contract award is based on qualifications or other performance criteria in addition to price. Solicitations shall utilize a scoring system that promotes participation by certified SBEs. Submittals by respondents determined to be qualified may be further evaluated based on price using the formula applicable to price based contract awards above. The SBE Regulations may establish further requirements and procedures for final selection and contract award, including:

- a. Evaluation of solicitations for Architectural and Engineering (A&E) services;
- b. Evaluation and selection of submittals in response to requests for proposals; and
- c. Selection of contractors from pre-qualified roster(s).

D. Evaluation of competitively solicited submittals for supplies when no SBE utilization goal has been established for the contract to be awarded shall encourage SBE participation as follows:

1. A submittal from a responsive certified SBE that is priced within five percent of the otherwise lowest responsive bid shall be recommended for award. Otherwise, the lowest responsive bidder shall be recommended for contract award.

E. The SBE Regulations may establish further SBE goal evaluation requirements and procedures for award of contracts between \$5,000 and \$25,000.00 and for non-competitively solicited contracts. City departments/divisions shall use due diligence to encourage and obtain SBE participation for supplies, services, and public works contracts under \$5,000.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

A. The contractor awarded a contract based on SBE participation shall, during the term of the contract, comply with the SBE goal established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

- 1. Any substitutions for or failure to utilize SBEs projected to be used must be approved in advance by the SBE Program Coordinator. Substitution of one SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original SBE, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.
- 2. Where it is shown that no other SBE is available as a substitute and that failure to secure participation by the SBE identified in the solicitation is not the fault of the respondent, substitution with a non-SBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.
- 3. If the SBE Program Coordinator determines that the contractor has not reasonably and actively pursued the use of replacement SBE(s), such contractor shall be deemed to be in non-compliance.

B. Record Keeping. All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of SBEs, and shall include the right of the City to inspect such records.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. The SBE Program Coordinator shall monitor compliance with all provisions of this chapter and the SBE Regulations. The SBE Program Coordinator shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to

eliminate the effects of under utilization in City contracting. The SBE Program Coordinator shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The SBE Program Coordinator shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document SBE utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the SBE Regulations.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.100 Enforcement.

The Director, or his or her designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the SBE Regulations.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the SBE Program Coordinator, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

1. Forfeit the contractor's bid bond and/or performance bond;
2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the SBE Regulations has occurred, the SBE Program Coordinator and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.140 Sunset and review of program.

This chapter shall be in effect through and until December 31, 2019, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2019, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

(Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

RFP Attachment D. LEAP Regulations and Requirements

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CITY OF TACOMA

Local Employment and Apprenticeship Training Program (LEAP) Regulations For Public Works Contracts

I. PURPOSE

A. Objective. The Local Employment and Apprenticeship Training Program has been adopted to counteract economic and social ills which accompany high rates of unemployment within the City of Tacoma ("City"). The City Council established this Local Employment and Apprenticeship Training Program ("LEAP") for Public Works Contracts pursuant to Resolution No. 33649, adopted March 18, 1997. The primary goal of this Program is to provide an opportunity for City of Tacoma and Community Empowerment Zone residents to enter Apprenticeship Programs, acquire skills, and perform work that will provide living wages. The purpose of these rules is to establish policies governing the implementation of the LEAP Program.

B. Authority. These Regulations are adopted pursuant to Tacoma Municipal Code (TMC) Chapter 1.90, as amended, which authorizes the adoption of Rules and Regulations to implement the City of Tacoma's Local Employment and Apprenticeship Training Program.

C. Conflict. In the event of a conflict between these Regulations and TMC Chapter 1.90, as amended, then said chapter shall control.

II. DEFINITIONS

As used herein, the following terms shall have the following meanings:

A. "Apprentice" shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.

B. "Building Projects" shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).

C. "City" shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.

D. "Civil Projects" shall mean all Public Works or Improvements that are not defined as a "Building Project," provided that those projects having an Estimated Cost of less than \$250,000 shall not be included in this definition.

E. "Contractor or Service Provider" means a person, corporation, partnership, or joint venture entering into a contract with the City of Tacoma to construct a Public Work or Improvement.

F. "Director" shall mean the Director of Community and Economic Development or the Director's Designee.

G. "Electrical Utility" shall mean the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical and telecommunications services of that Division.

H. "Estimated Cost" shall mean the anticipated cost of a Public Work or Improvement, as determined by the City, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds.

I. "Estimated Labor Hours" shall mean the anticipated number of Labor Hours determined by the City to be necessary to construct a Public Work or Improvement and set forth in the specifications for the project, or as may be subsequently revised due to contract or project adjustment, or pursuant to an agreed upon change order.

J. "Existing Employee" shall mean an employee whom the Contractor or Service Provider can demonstrate was actively employed by the Contractor or Service Provider for at least 1000 hours in the calendar year prior to bid opening plus one month following bid opening, and who was performing work in the construction trades.

K. "Labor Hours" shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement, and who are subject to state or federal prevailing wage requirements. The term "Labor Hours" shall include hours performed by workers employed by the Contractor or Service Provider and all Subcontractors, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed upon change order. The term "Labor Hours" shall not include hours worked by workers who are not subject to the prevailing wage requirements set forth in either RCW 39.12 or the Davis-Bacon Act - 40 U.S.C. 276 (a). **L.** "LEAP Program" or "Program" shall mean the City of Tacoma's Local Employment and Apprenticeship Training Program, as described herein.

M. "Pierce County Apprentice" shall mean any person, not defined as a Resident of the Community Empowerment Zone or Resident of Tacoma, who continues to occupy a dwelling within the boundaries of Pierce County, has a present intent to continue residency within the boundaries of Pierce County, who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature, and who is enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.

N. "Project Engineer" shall mean the City employee who directly supervises the engineering or administration of a particular construction project subject to this chapter.

O. "Public Work or Improvement" shall have the same meaning as provided in Section 39.04.010 RCW, as that Section may now exist or hereafter be amended.

P. "Community Empowerment Zone" (CEZ) shall mean that portion of those census tracts which are situated within the City of Tacoma and designated by the State of Washington as entitled to receive tax incentives because of high levels of poverty and unemployment. (See Figure 1)

Q. "Resident of the Tacoma Power Hydro Project Areas" shall mean any person who continues to occupy a dwelling within the boundaries of the Cowlitz, Cushman, Wynoochee, and Nisqually Hydroelectric projects, as defined herein, which are located in Lewis, Mason, Grays Harbor, Pierce and Thurston counties, has a present intent to continue residency within the boundaries of the Tacoma Power Hydro Project Areas, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.

R. "Resident of Community Empowerment Zone" (CEZ resident) shall mean any person who continues to occupy a dwelling within the boundaries of the Community Empowerment Zone, has a present intent to continue residency within the boundaries of the Community Empowerment Zone, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature; provided, however, that an individual initially certified as a CEZ resident and is no longer a CEZ resident, shall retain such certification status for a period of up to 2 years or 1000 Labor Hours worked from the date of initial certification, whichever is less, and such certification shall be recognized for any Civil Project, Building Project, or Service Contract covered by this chapter for said certification period. For example, if an individual initially certified as a CEZ resident on January 1 of calendar year 1 on project A works 900 hours in that calendar year on project A, and is thereafter hired to work 700 hours in year 2 on project B, the individual will retain his or her CEZ status for all hours worked on project B; provided, if the individual commences work on project C after he or she has worked 100 or more hours on project B in year 2, the Contractor for project C

will not be eligible to count the hours worked by said individual as hours worked by a CEZ resident.

S. "Resident of Tacoma" shall mean any person, not defined as a Resident of the Community Empowerment Zone, who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.

U. "Seattle's (City of) Duwamish and White Center Community Empowerment Zone" (CEZ) shall mean that portion of those census tracts which are situated within the City of Seattle and designated by the State of Washington as entitled to receive tax incentives because of the high levels of poverty and unemployment. (See Figure 2)

V. "Service Area - Electrical" or "Electrical Service Area" shall mean that area served with retail sales by the Electrical Utility of the City of Tacoma at the time a bid is published by the Electrical Utility for a Public Work or Improvement to be performed primarily for the Electrical Utility. (See Figure 3)

W. "Service Area - Water" or "Water Service Area" shall mean that area served with retail sales by the water utility of the City of Tacoma at the time a bid is published by the water utility for a Public Work or Improvement to be performed primarily for the water utility. (See Figure 4)

X. "Service Contract" shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to nor defined as "Building Projects" or "Civil Projects."

Y. "Subcontractor" means a person, corporation, partnership, or joint venture that has contracted with the Contractor or Service Provider to perform all or part of the work to construct a Public Work or Improvement by a Contractor.

Z. "Tacoma Apprentice" shall mean any person who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City of Tacoma, who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature, and who is enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.

AA. "Tacoma Power Hydro Project Areas " shall mean those areas within the boundaries of the Cowlitz, Cushman, Wynoochee, and Nisqually Hydroelectric projects, which are located in Lewis, Mason, Grays Harbor, Pierce and Thurston counties.

BB. "Tacoma Water's Green River Headworks and Watershed Area" shall mean that area in King County that is served with retail sales by the water utility of the City of Tacoma at the time a bid is published by the water utility for a public work or improvement to be performed primarily for the water utility." (See Figure 5)

AAA. "Tacoma Youth Resident" shall mean any person, not defined as a Resident of the Community Empowerment Zone, between the ages of 18-24 who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.

BBB. "Pierce County Youth" shall mean any person, not defined as a Resident of the Community Empowerment Zone or Tacoma Youth between the ages of 18-24 who continues to occupy a dwelling within the boundaries of Pierce County, has a present intent to continue residency within the boundaries of Pierce County, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.

CCC. "Tacoma Veteran" shall mean any person, not defined as a Resident of the Community Empowerment Zone or Tacoma Youth who served for any length of time in any military service branch and who continues to occupy a dwelling within the boundaries of City of Tacoma, has a present intent to continue residency within the boundaries of the City of Tacoma, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.

DDD. "Pierce County Veteran" shall mean any person, not defined as a Resident of the Community Empowerment Zone, Tacoma Youth or Pierce County Youth, who served for any length of time in any military service branch and who continues to occupy a dwelling within the boundaries of Pierce County, has a present intent to continue residency within the boundaries of Pierce County, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.

III. LEAP goals

A. Utilization Goals.

1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that the lesser of at least 15 percent of the total Labor Hours actually worked on the Project, or 15 percent of the Estimated Labor Hours, are performed by persons having their residence within the boundaries of the City of Tacoma, whether or not an Apprentice, or by Apprentices, who are residents of Pierce County, unless as adjusted

per subsection B below.

2. Twenty-five percent (25%) of the Labor Hours or Estimated Labor Hours identified as the LEAP Utilization Goal above shall have work performed by a CEZ Resident; provided, however, that the Utilization Goal Estimated Labor Hours are subject to adjustment as provided in subsection B below.

3. If the Project is located within the Tacoma Power Hydro Project Areas, then the additional 25% of the Labor Hours or Estimated Labor Hours identified as the LEAP Utilization Goal above in subsection A.2 may be work performed by a Resident of the Tacoma Power Hydro Project Areas in which the Building Project, Civil Project or Service Contract is located; provided however, that the Utilization Goal Estimated Labor Hours are subject to adjustment as provided in this section.

4. If the Project is within the Tacoma Water Green River Headworks and Watershed Area, then the additional 25% requirement of the Labor Hours or Estimated Labor Hours identified in subsection A.2 above as the LEAP Utilization Goal may be work performed by Apprentices who reside in King County, or by a Resident of the Duwamish and White Center CEZ or of Tacoma Water Green River Headworks and Watershed Area in which the Building Project, Civil Project or Service Contract is located; provided however, that the Utilization Goal Estimated Labor Hours are subject to adjustment as provided in this section.

5. All Contractors and Service Providers shall submit a LEAP Utilization Plan as provided for in the regulations adopted under this chapter, and shall meet with the LEAP Coordinator to review said Plan prior to being issued a Notice to Proceed. Failure to submit a LEAP Utilization Plan may be grounds for the City to withhold remittance of a progress payment until such Plan is received from the responsible Contractor or Provider. A meeting with the LEAP Coordinator prior to issuance of a Notice to Proceed shall be excused only when the LEAP Coordinator is unavailable to meet prior to the scheduled date for issuance of the Notice to Proceed and the Contractor and the LEAP Coordinator have otherwise scheduled a meeting for the coordinator to review the Contractor's or Provider's plan.

The Contractor or Service Provider shall be responsible for meeting the LEAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by Subcontractors. To the extent possible, the Contractor or Service Provider shall recruit Apprentices from multiple trades or crafts.

B. Adjustments.

Contractors and Service Providers may achieve compliance with their LEAP Utilization Goal obligation through any combination of the following:

1. The number of hours worked by a Resident of the CEZ or Seattle's Duwamish and White Center CEZ shall be multiplied by two;

2. The number of hours worked by a Tacoma Youth, Tacoma Veteran, or Tacoma Apprentice shall be multiplied by 1.5;

3. The number of hours worked by a Resident of Tacoma or a King County Apprentice shall be multiplied by 1;

4. The number of hours worked by a Tacoma Power Hydro Project Areas Resident shall be multiplied by 1.

5. Should the Contractor or Service Provider be unable to satisfy the sub-utilization goal requirement that 25 percent of the utilization goal hours be worked by CEZ Residents, the Contractor or Service Provider shall cure such deficiency by achieving a 2 for 1 ratio of hours worked by a Pierce County Apprentice, Pierce County Youth, Pierce County Veteran, Tacoma Power Hydro Project Areas Resident, or Resident of Tacoma, for every unmet, CEZ labor hour until the CEZ deficiency is met. For example, if a Contractor has a total LEAP utilization goal of 20 hours, but is only able to achieve 4 of the 5 sub goal labor hours, then the Contractor must achieve a total of 17 non-CEZ Resident, labor hours to satisfy the deficiency (15 non-sub goal hours plus 2 labor hours for the 1 missed sub goal hour).

6. For projects in the Tacoma Water Green River Headworks and Watershed Area, should the Contractor or Service Provider be unable to satisfy the sub-utilization goal requirement that 25 percent of the utilization goal hours be worked by King County Apprentices or Duwamish and White Center CEZ residents, the Contractor or Service Provider shall cure such deficiency by achieving a 2 for 1 ratio of hours worked by a King County Apprentice, or Duwamish and White Center CEZ resident for every unmet, Duwamish and White Center CEZ resident or King County Apprentice labor hour until the deficiency is met.

C. Failure to Meet Utilization Goal.

1. Contracts for the construction of Building projects or Civil projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization goals shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its goal. The amount per hour that shall be assessed shall be as follows:

Percent of Goal Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 2.00
75% to 89%	\$ 3.50
50% to 74%	\$ 5.00
1% to 49%	\$ 7.50
0%	\$10.00

When determining the percent of goal that is met, all rounding shall be down to the nearest whole percent. No penalty shall be waived by the City unless it is determined by the Human Resources Director to be in the best interests of the City, which determination shall be made after consultation with the LEAP Coordinator.

Waiver requests shall be considered due to natural disasters, labor workforce shortages or any other reasonable consideration, on a case-by-case basis. Such request shall be made by the Contractor or Service Provider at the earliest point at which the Contractor or Service Provider knows that it will fail to meet the LEAP utilization goal and prior to the release of retainage.

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City's pre-apprenticeship and training program.

D. LEAP Reports.

Notwithstanding the provisions of TMC 1.90.100, the Director shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor. The Director's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The Director's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

E. LEAP Goal Adjustments.

1. LEAP utilization goals may be adjusted prior to bid opening and/or as a result of a contract amendment or change order on a Building Project, Civil Project, or Service Contract.

a. If LEAP utilization goals are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the

required levels. The Director shall concur with the Project Engineer's finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer's finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP goal adjustment may not be appealed.

b. If LEAP utilization goals are adjusted due to contract amendment or change order, the amount of adjustment shall be consistent with the utilization goals set forth in this chapter and shall be determined pursuant to regulations adopted pursuant to this chapter for administration of LEAP utilization goal adjustments.

2. The methodology of determining the appropriate adjustments to LEAP utilization goals shall be determined in consultation with the LEAP Advisory Committee, established pursuant to this ordinance for so long as the LEAP Advisory Committee remains in existence.

3. LEAP utilization goals shall not apply to those portions of a project that are funded by sources other than (a) City funds, or (b) funds which the City expends or administers in accordance with the terms of a grant to the City, provided that the Project Engineer shall notify the Director of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be City funds.

F. Utilization

Electrical Projects Outside Electrical Service Area. Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Electrical Utility, which are wholly situated outside the Electrical Service Area, and for which the estimated cost is less than \$1,000,000.00, are exempt from the requirements of this chapter.

G. Utilization

Water Projects Outside Water Service Area. Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's water utility, which are wholly situated outside the Water Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter.

H. Emergency

This chapter shall not apply in the event of an Emergency. For the purposes of this section, an "Emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

I. Conflict With State or Federal Requirements

If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

IV. MISCELLANEOUS PROVISIONS

A. Submittals. The Prime Contractor must submit the following reports to the LEAP office in accordance with the Document Submittal Schedule. All reports shall be submitted on the forms supplied and approved by the LEAP Office. The Prime Contractor is responsible for ensuring compliance by all Subcontractors working on the project. Failure to submit said forms may result in the withholding of a progress payment until received

B. Contract Compliance Review. The LEAP Coordinator shall review Prime Contractor and all Subcontractor employment practices during the duration of the contract for compliance with LEAP Program requirements. On-site visits may be conducted, as necessary, to verify compliance with the requirements of the LEAP Program. The Prime Contractor and/or Subcontractor(s) shall not deny to the City the right to interview its employees for the purpose of verifying compliance.

C. Review Process. Any action by the City, its officers and employees, under the provisions of these Rules and Regulations may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within 20 days of the date of the action upon which the appeal is based, and provided to the City by certified mail, or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the Pierce County Superior Court, of the state of Washington, within 15 days of the Board of Contracts and Awards' decision.

D. OTHER CONDITIONS. The Prime Contractor and all Subcontractor(s) will comply with all relevant federal, state, and local laws, including the appropriate provisions of the State of Washington Labor Code regarding the required ratio of Apprentices to journey-worker(s) as defined therein on the job site.

THESE REGULATIONS SHALL BE EFFECTIVE the 17th day of May, 2013

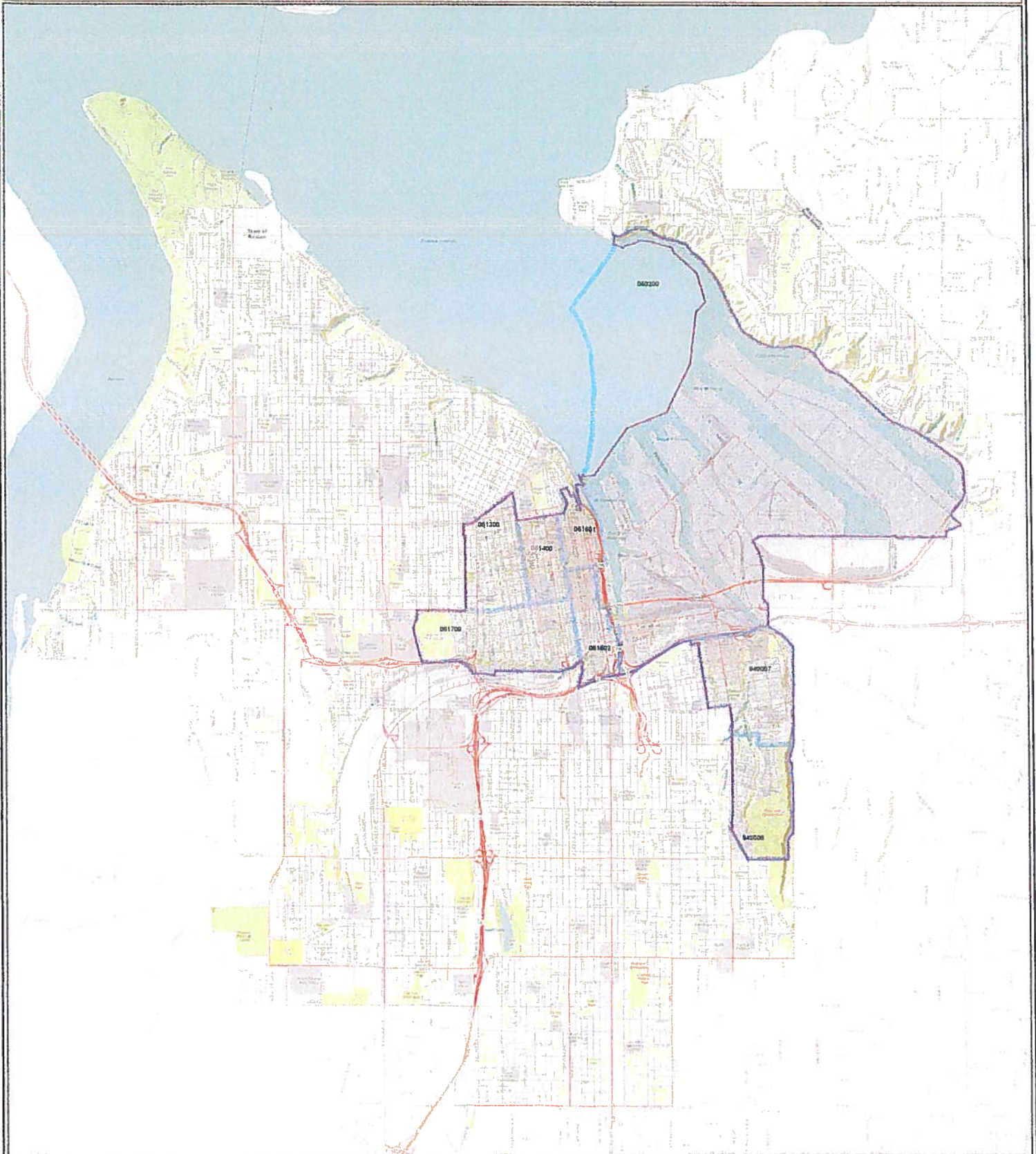
CITY OF TACOMA

By  5/29/2013
T.C. Broadnax, City Manager date

By  5/31/13
William A. Gaines, Director of Utilities/CEO date

Community Empowerment Zone

City of Tacoma



Legend

- Community Empowerment Zone
- 2010 Census Tracts

Map Location



City of Tacoma
Community & Economic Development Department
GIS Analysis & Data Services



3000 0 3000 6000 9000
Feet

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. It is to be used for reference purposes only.



Figure 1

TACOMA COMMUNITY EMPOWERMENT ZONE
ADDRESS INDEX
City of Tacoma

A Street	800-1499	616.01	Busti Street		602
	1500-2099	602			
	2100-2398 (even)	616.02	E C Street	2400-2999	602
	2101-2399 (odd)	602			
	2400-3099	617	S C Street	1900-3099	616.02
				9600-9999	617
S Ainsworth Street	500-1899	613			
	1900-2899	617	Canal Street		602
S Alaska Street	2000-2899	617	S Cedar Street	1900-2799 (odd)	617
Alexander Avenue		602	Center Street	601-2099 (odd)	617
Althiemer Street	1100-2799	614	Chandler Street	2800-2899	617
(formerly G Street)					
			City Waterway		602
S Anderson Street	1900-2799	617			
			Cleveland Way		602
E Arlington Drive		940006			
			Cliff Avenue		616.01
South Ash Street	1900-2899	617			
			E Columbia Avenue		940007
Ashton Way		602			
			S Commerce Street	700-1499	616.01
E B Street	2200-2399	602		1500-3099	616.02
	2400-3098 (even)	616.02			
	2401-3099 (odd)	602	Court A		616.01
S Baker Street	601-699 (odd)	616.01	Court C	400-1499	616.01
				1500-2299	616.02
Bay Street	1500-2599	602			
	2600-2898 (even)	940007	Court D	650-1499	616.01
	2601-2601 (odd)	602		1555-2499	616.02
Blair Waterway		602	Court E	700-1499	616.01
				1500-2499	616.02
Boundary Street	2800-2899	617			
			Court F		614
Broadway	400-1499	616.01			
	1500-1799	616.02	Court G	700-1399	614
				2100-2799	617
E Brotman Way		602			
			S Cushman Avenue	400-1889	613
Browning Street		940007		1900-2899	617

TACOMA COMMUNITY EMPOWERMENT ZONE
ADDRESS INDEX

City of Tacoma

E D Street	001-2999	602	E Grandview Avenue	3000-3799	940007
				3800-5599	940006
S D Street	2800-3099	616.02			
			S Grant Avenue	500-1899	613
S Delin Street	200-2999	616.02		1900-2899	617
	3001-3999 (odd)	616.02			
			E Gregory Street	1600-2499	940007
Division Avenue	1200-2198	613			
			Harper Street		940006
E Division Lane	1600-2499	940007			
			E Harrison Street	1300-2599	940007
Dock Street	400-1498	616.01			
	401-1499 (odd)	602	Holgate Street		616.02
	1500-2399	602			
			Homestead Avenue	3800-5599	940006
East E Street	200-2999	602			
			S Hood Street	200-599	616.02
East Side Road		602			
			S Hosmer Street	1400-1899	613
Everett Avenue		940006		1900-2899	617
E F Street	200-2999	602	Hylebos Creek Waterway		602
E Fairbanks Street	1301-1599 (odd)	940007			
	1600-2499	940007	E I Street	1100-2799	602
Faris Drive		940006	S I Street	700-1899	614
				1900-2899	617
Fawcett Avenue	700-1499	616.01			
	1500-3099	616.02	E J Street	1100-2799	602
S Ferry Street	600-2899	613	S J Street	700-1899	614
	1900-2899	617		1900-2899	617
S Fife Street	1900-2799	617	Jefferson Avenue		616.02
E G Street	1100-2949	602	S Junett Street	1900-2799	617
S G Street	700-1099	614	E K Street	1100-2799	602
	1100-1299	614			
(Now Althiemer Street)	1300-1899	614	S K Street	700-1899	614
	1900-2899	617	(Martin Luther King, Jr. Way)	1900-2899	617

TACOMA COMMUNITY EMPOWERMENT ZONE
ADDRESS INDEX
City of Tacoma

E George Street	1600-2499	940007			
			Kent Street		940006
E L Street	1100-2799	602	Olympic Street		602
S L Street	300-698 (even)	613	Pacific Avenue	400-1499	616.01
	700-1898 (even)	613		1500-1699	616.02
	701-1899 (odd)	614		1700-2098 (even)	616.02
	1900-2899	617		1702-2099 (odd)	602
				2100-3099	616.02
Lincoln Avenue		602			
			S Pine Street	1900-2799	617
E M Street	1100-2799	602			
	2801-3535 (odd)	940007	Pioneer Way		940007
S M Street	300-1899	613	Port Industrial		
	1290-2899	617	Water way (Blair)		602
Marc Avenue		602	Port of Tacoma Road		602
Marine View Drive	100-6198	602	Portland Avenue	2400-2749	602
				2750-3536	940007
Market Street	700-1499	616.01		3539-3799 (odd)	940007
	1500-3099	616.02		3801-3999 (odd)	940006
				4001-5199 (odd)	940006
Marshall Avenue		602			
			S Prospect Street	1900-2799	617
Maxwell Way		602			
			Puyallup Avenue	100-198 (even)	602
McKinley Avenue	1100-2899	602		101-199 (odd)	616.02
				200-1598	602
Middle Waterway		602			
			Puyallup Waterway		602
Milwaukee Way		602			
			E Q Street	1100-2749	602
Minneapolis Street		602		2750-3799	940007
				3800-5299	940006
E Morton Street	1300-2599	940007			
			E R Street	2800-3799	940007
E N Street	1100-2749	602		3800-5599	940006
	2750-3536	940007			
			Railroad Way		602
Normal Street		602			
			Reardon Drive		940006
O Street	1100-2749	602			

TACOMA COMMUNITY EMPOWERMENT ZONE
ADDRESS INDEX

City of Tacoma

	2705-3536	940007	S Ridgewood Avenue		613
S Oakes Street	1900-2799	617	Rimrock Drive		940006
River Road		940007	S Tacoma Avenue	1500-2999 (odd)	616.02
				1900-2798 (even)	617
River Street		602		3000-3199	616.02
E Roosevelt Avenue	3200-3799	940007	Tacoma Industrial		
	3800-5599	940006	Waterway		602
Ross Way		602	Taylor Way		602
Sheldon Street		940006	Thorne Road		602
S Sheridan Avenue	400-1899	613	Townsend Street		602
	1900-2999	617			
			S Trafton Street	1900-2799	617
E Sherman Street		940007			
			Wakefield Drive	200-599	616.02
E Side Road		602			
			Wiley Avenue		602
Sitcum Waterway		602			
			S Wilkeson Street	1900-2899	617
S Tacoma Avenue	700-1898 (even)	614			
			Williams Street		602
S Tacoma Way	200-599	616.02			
			E Wright Street	1300-2399	940007
S Sprague Avenue	600-1899	613			
	1900-2899	617	S Yakima Avenue	700-1899	614
				1900-2899	617
St. Helens Avenue	401-599 (odd)	616.01			
	600-999	616.01	Young Street		602
St. Paul Avenue		602			
S Stadium Way	400-699	616.01			
S State Street	601-1899 (odd)	613			
	1900-2899	617			
S Steele Street	1900-2899	617			
Stewart Street		602			

TACOMA COMMUNITY EMPOWERMENT ZONE

ADDRESS INDEX

City of Tacoma

E T Street	2800-3799	940007			
	3800-5599	940006			
S Tacoma Avenue	701-1499 (odd)	616.01			
E 3 rd Street		602	E 30 th Street	100-199	616.02
				200-599	602
E 7 th Street		602		1300-2199	940007
E 10 th Street		602	E 31 st Street	1300-2699	940007
E 11 th Street	100-149	616.01	E 32 nd Street	1300-2699	940007
	150-4225	602			
			E 34 th Street	1300-2699	940007
E 12 th Street		602			
			E 35 th Street	1300-2699	940007
E 14 th Street		602			
			E 36 th Street	1300-2699	940007
E 15 th Street	100-198 (even)	602			
	101-199 (odd)	616.02	E 37 th Street	1600-2699	940007
	200-4199	602			
			E 38 th Street	1600-2598 (even)	940006
E 17 th Street		602		1601-2599 (odd)	940007
E 18 th Street		602	E 39 th Street	1600-2599	940006
E 19 th Street		602	E 40 th Street	1600-2599	940006
E 21 st Street		602	E 41 st Street	1600-2599	940006
E 22 nd Street		602	E 42 nd Street		940006
E 23 rd Street		602	E 43 rd Street	1600-2599	940006
E 25 th Street	100-199	616.02	E 44 th Street	1600-2599	940006
	200-1599	602			
			E 45 th Street	1600-2599	940006
E 26 th Street	100-199	616.02			
	200-1740	602	E 46 th Street	1600-2599	940006
E 27 th Street	100-199	616.02	E 47 th Street	1600-2599	940006
	200-1849	602			
			E 48 th Street	1600-2599	940006
E 28 th Street	100-199	616.02			
	200-1099	602	E 49 th Street	1600-2599	940006
	1300-2000	940007			

TACOMA COMMUNITY EMPOWERMENT ZONE
ADDRESS INDEX

City of Tacoma

			E 50 th Street	1600-2599	940006
E 29 th Street	100-199	616.02			
	200-749	602	E 51 st Street	1600-2599	940006
	1300-2000	940007			
E 52 nd Street	1600-2599	940006	S 12 th Street	1200-2199	613
E 53 rd Street	1700-2599	940006	S 13 th Street	100-599	616.01
				600-1199	614
E 54 th Street	1700-2599	940006		1200-2199	613
E 55 th Street	1900-2599	940006	S 14 th Street	100-599	616.01
				600-1199	614
E 56 th Street	1900-2599 (odd)	940006		1200-2199	613
49 th Avenue N.E.	100-1699	602	S 15 th Street	100-598 (even)	616.02
				101-599 (odd)	616.01
S 4 th Street	100-398 (even)	616.01		600-1199	614
	1200-1399	613		1200-2199	613
S 5 th Street	100-399	616.01	S 16 th Street	100-599	616.02
	1220-1599	613		600-1199	614
				1200-2199	613
6 th Avenue	300-399	616.01			
	1200-1999	613	S 17 th Street	200-599	616.02
	2000-2199 (even)	613		600-1199	614
				1200-2199	613
S 7 th Street	100-499	616.01			
	500-598 (even)	616.01	S 18 th Street	200-599	616.02
	600-1198 (even)	614		600-1199	614
	1200-2199	613		1200-2199	613
S 8 th Street	100-599	616.01	S 19 th Street	200-599	616.02
	600-1199	614		600-1198 (even)	617
	1200-2199	613		601-1199 (odd)	614
				1200-2198 (even)	617
S 9 th Street	100-599	616.01		1201-2199 (odd)	613
	600-1199	614		2200-3098 (even)	617
	1200-2199	613			
			S 20 th Street	200-599	616.02
S 10 th Street	100-599	616.01		600-3099	617
	600-1199	614			
	1200-2199	613	S 21 st Street	100-198 (even)	616.02
				101-199 (odd)	602
S 11 th Street	100-599	616.01		200-599	616.02
	600-1199	614		600-3099	617

City of Tacoma

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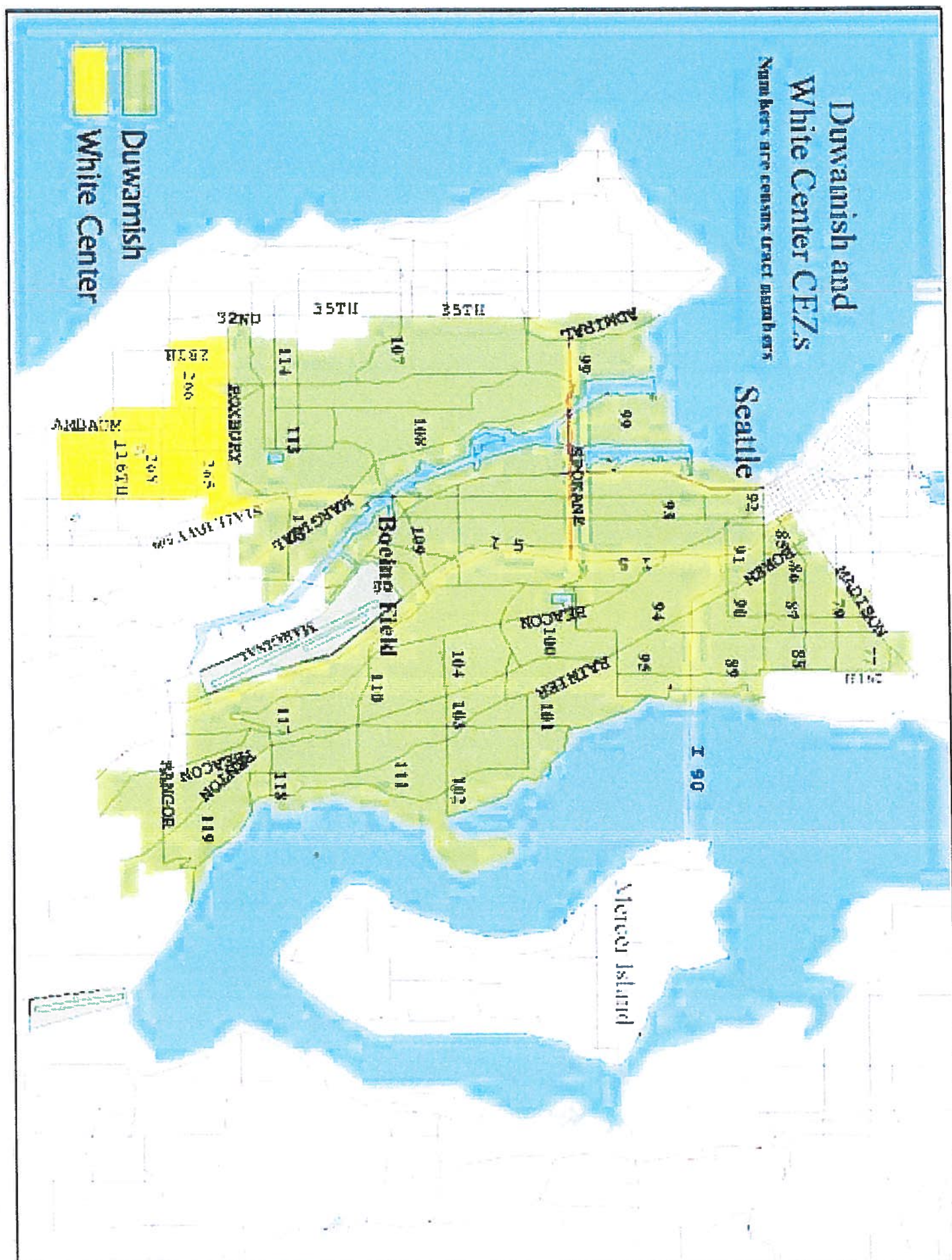
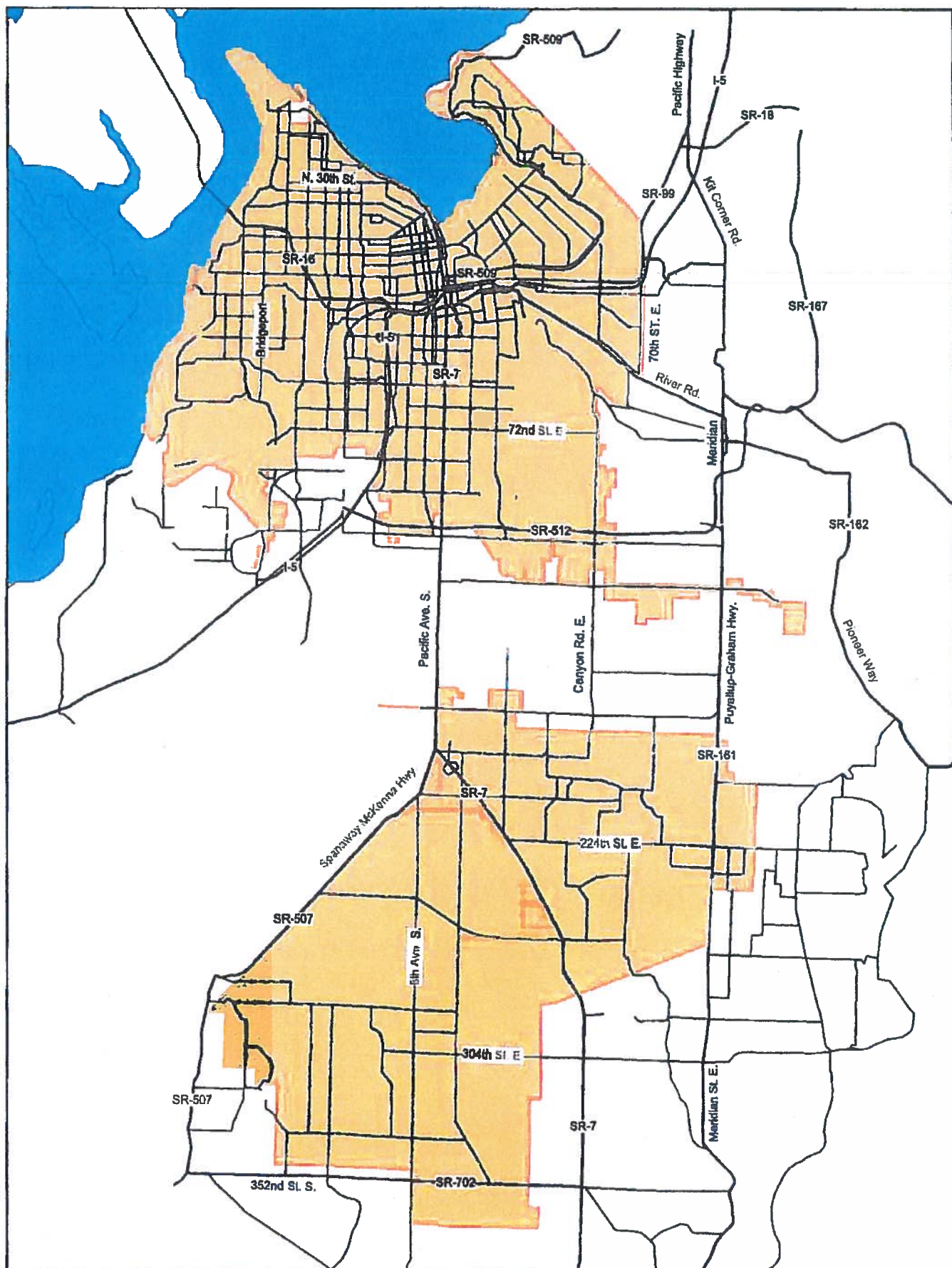


Figure 2



Tacoma Power Service Area

May 12, 2003

Figure 3

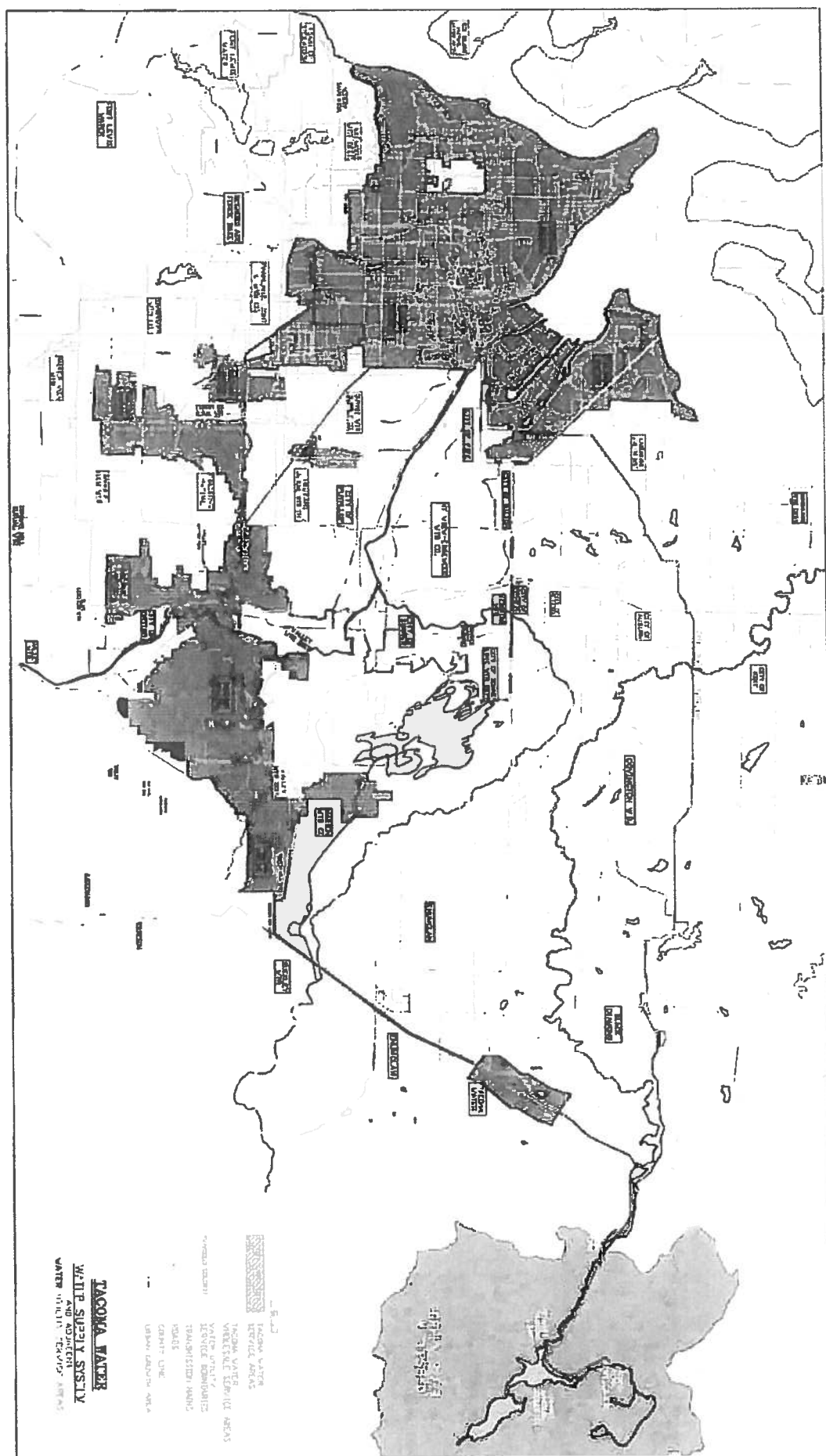


Figure 4

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End of Request for Proposals Volume I