



PUBLIC WORKS DEPARTMENT – CIP ENGINEERING
525 N Third Avenue
Pasco, WA 99301
Phone 509.545.3444

REQUEST FOR QUALIFICATIONS

Owner's Representative & Construction Management
Services for Zone 3 Storage Reservoir
Progressive Design-Build Project

RESPONSE DUE: December 2, 2021 at 11:00AM

November 2021

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1 INFORMATION AND INSTRUCTIONS

1.1 INVITATION TO PROPOSE

The City of Pasco (City), Washington, Department of Public Works – Capital Improvements Program (CIP) Engineering Division is soliciting a Statement of Qualifications (SOQ) from qualified Firms registered in the State of Washington to provide Owner’s Representative and Construction Management Services for the City’s Zone 3 Storage Reservoir project. This project has been approved by the Washington State Project Review Committee for use of the “Progressive Design-Build” (PDB) delivery system pursuant to RCW 39.10.280.

The selected Consultant must demonstrate recent experience successfully providing Project and Construction Management Services on behalf of a municipality under alternative project delivery methods. Consultant will also complete tasks described herein including Design-Build advisement services during remaining phases of the project. The Consultants SOQs will be evaluated and ranked based on the following criteria: Project Understanding & Approach, Project Team Experience & Qualifications, and Presentation, Organization and Clarity of RFQ Submittal.

The complete RFQ and full scope of work may be obtained via the City website – <http://www.pasco-wa.gov/Bids.aspx>. It is the sole responsibility of the Consultant to obtain any RFQ updates or addenda from the City’s website.

Responses shall be submitted electronically. One electronic copy, including attachments, shall be transmitted to Dustin Wittman at wittmand@pasco-wa.gov. Email Subject shall be: ‘ZONE 3 RESERVOIR PROGRESSIVE DESIGN-BUILD – OWNER’S REPRESENTATIVE AND CM SERVICES SOQ’ with a maximum size of 20mb. **The due date is December 2, 2021 no later than 11:00am.**

Technical questions regarding the scope of this project should be put in writing and directed to Brittany Whitfield at whitfieldb@pasco-wa.gov, no less than three working days prior to the time that submittals are due.

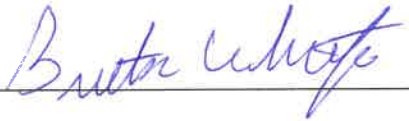
The City of Pasco, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Projects funded wholly or in part by Federal appropriations must comply with Code of Federal Regulations; 24 CFR 570.502, 24 CFR 85.36, 2 CFR 200. All federally funded projects will be held to federal Equal Employment Opportunity (EEO) requirements. The City of Pasco is an equal opportunity and affirmative action employer. Small, minority, and women-owned businesses are encouraged to submit bids. The City of Pasco in accordance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by e-mailing Dustin Wittman at wittmand@pasco-wa.gov or calling (509) 545-3447.

Those submitting Firms determined to be best qualified to undertake the services required under this Request for Qualifications (RFQ) may be invited to make a presentation to the City’s interview team.

The City reserves the right to reject any and all responses and to waive technicalities or irregularities, and after careful consideration of all submissions and factors involved make the award to best serve the interests of the City of Pasco.

City of Pasco, Washington



Prepared by **Brittany Whitfield, PE, CIP Project Manager**



Reviewed by **Dustin Wittman, CPSM, Project Support Specialist**



Approved by **Maria Serra, PE, CIP Manager**

1.2 INTENT OF THE CITY

The objective of this RFQ is to provide sufficient information to enable qualified Consultants to submit a written Statement of Qualifications (SOQ) demonstrating experience in Construction and Project Management Services under alternative delivery projects. It is preferred that Consultants have experience managing and advising projects that involve municipal water utility infrastructure and are familiar with applicable Washington State rules and regulations related to Progressive Design-Build delivery methodology.

It is the City’s intent to have a Consultant perform Owner’s Representative Services and Construction Management for the design and construction of the Zone 3 Storage Reservoir Project. The selected Consultant is expected to work closely with the City’s Public Works – CIP Engineering Division, as well as the Design-Build team already selected as part of the project team to successfully complete this project.

This RFQ is not a contractual offer, nor is it a commitment to purchase services. Contents of this RFQ and the Consultant’s submittal will be used as the basis to determine final contractual obligations. It is understood that this RFQ and the successful Consultant’s submittal may be attached or included by reference, in part or in whole, to any agreement regarding the services included in this RFQ between the City and said Consultant.

1.3 QUESTIONS

Any explanation desired by a submitting Consultant regarding the meaning or interpretation of the RFQ, or any part thereof, must be submitted in writing (via email) and directed to Dustin Wittman at wittmand@pasco-wa.gov, no less than three working days prior to the time that submittals are due.

Any interpretation made will be in the form of an addendum to the RFQ, issued by the City and will be posted to the City Website – <http://www.pascowa.gov/Bids.aspx>. It is the sole responsibility of the Consultant to obtain any RFQ updates or addenda. Please include “**ZONE 3 STORAGE RESERVOIR – PROGRESSIVE DESIGN-BUILD – OWNER’S REPRESENTATIVE AND CM SERVICES RFQ**” in the subject line for all emails and correspondence related to these projects.

1.4 SUBMISSION PROCEDURES

For consideration, Consultants are required to submit an electronic copy of their SOQ. Failure to provide the submittal in the appropriate manner will result in disqualification. Hard-copy or fax submittals are not permitted and will not be accepted. One electronic copy, including attachments, shall be transmitted to Dustin Wittman at wittmand@pasco-wa.gov. Receipt time of submittal will be considered the time-stamp of the incoming email created automatically by the City’s email server. Consultants are encouraged to submit the SOQ’s with adequate time for the email to be processed by the City’s email server.

Email Subject shall be: **ZONE 3 STORAGE RESERVOIR – PROGRESSIVE DESIGN-BUILD – OWNER’S REPRESENTATIVE AND CM SERVICES SOQ**

Due Date: Monday, December 2, 2021 at 11:00AM

1.5 LATE SUBMITTALS AND MODIFICATIONS

Submittals and modifications thereof received after the stated time of closing may be returned unopened. The City is not responsible for late deliveries. In accordance with the due date from Section 1.4 of this RFQ, the time of closing will be determined per the Pacific Time Clock at <http://www.time.gov/>.

1.6 WITHDRAWAL OF SUBMITTALS

Submittals may be withdrawn by written request up to one (1) hour after the stated time of closing, as mentioned above. Determination of the one-hour grace period shall be calculated based on the same reference as identified in Section 1.5.

1.7 CONDITIONS AFFECTING THE WORK

Before submitting a Statement of Qualifications, each submitting Consultant is advised to:

- 1) Examine this RFQ document(s) thoroughly.
- 2) Review and be familiar with this project. More information can be found in Appendix B of this RFQ, which includes the Capital Projects Advisory Review Board (CPARB) Design-Build application package, the CPARB Presentation, and letter of approval from the Project Review Committee (PRC).
- 3) Ensure understanding of federal, state, and local laws, ordinances, rules, and regulations that may – in any manner – affect the cost, progress, or performance of the work.
- 4) Study and carefully correlate said Consultant’s observations with the RFQ response.

Failure to do so will not relieve any Consultant from any contractual obligations of the work described herein.

1.8 EXPLANATIONS FOR SUBMITTING CONSULTANTS

There are thirteen (13) pages in this RFQ, including the cover sheet, table of contents, body, and appendix. Each is sequentially numbered at the bottom right corner of the page (Pages 1 through 13), and Appendices A and B (multiple sections). It is the responsibility of the submitting Consultant to ensure that all pages are included. If any pages are missing, the Consultant should immediately request a copy of the missing page(s) by emailing the request to the City Representatives listed in Section 1.9. Please write “**ZONE 3 STORAGE RESERVOIR – PROGRESSIVE DESIGN-BUILD– OWNER’S REPRESENTATIVE AND CM SERVICES RFQ**” in the subject lines. It is the responsibility of the Consultant to procure missing pages; submittals based on incomplete information will not be granted exception for any faults deriving thereof.

Any explanation desired by a submitting Consultant regarding the meaning or interpretation of the RFQ, or any part thereof, must be requested in writing (via email) and directed to all City Representatives listed in Section 1.9, no less than 72 hours prior to the time that submittals are due. Any interpretation made will be in the form of an addendum to the RFQ, issued by the City and will be posted to the City Website – <http://www.pasco-wa.gov/Bids.aspx> . It is the sole responsibility of the Consultant to obtain any RFQ updates or addenda.

1.9 CITY REPRESENTATIVES

Brittany Whitfield, PE – Senior Engineer
City of Pasco
525 N 3rd Avenue
Pasco, WA 99301
whitfieldb@pasco-wa.gov

Dustin C Wittman, CPSM – Project Support Specialist
City of Pasco
525 N 3rd Avenue
Pasco, WA 99301
wittmand@pasco-wa.gov

1.10 FORMAT OF SUBMITTALS

To assist in the evaluation process, submittals shall conform to the following:

- 1) The submittal shall be limited to a maximum of 10 numbered pages (5 double-sided pages).
- 2) All pages will be counted towards the page total, except for the front cover, back cover, tab pages, resumes, references, and the cover letter. The cover letter shall be limited to a maximum of 1 double-sided page.
- 3) All pages shall be printed on 8½” x 11” size paper and shall be printed double-sided.
- 4) Font shall be “Arial” no smaller than “10 point”. The body of this RFQ is written in “Arial 10-point” as example.
- 5) Margins on all edges should be a minimum of 0.75-inches.

1.11 BASIS FOR SELECTION**A. GENERAL**

The selection will be based on demonstrated experience and qualifications from similar projects. For this RFQ, similar projects shall mean the management and contract advisement services of alternative delivery projects within a municipal water utility infrastructure. Consultants must also demonstrate their ability to work closely with City Public Works staff and the Design-Build team to ensure a successful completion of the project.

B. SELECTION COMMITTEE

The Selection Committee will be made up of City selected individuals and may include the City Representatives listed in Section 1.9 of this RFQ.

C. EVALUATION PROCESS

The Selection Committee will review the SOQ submittal and evaluate all responses received based on the criteria listed herein. The City intends to select the Consultant who represents the most qualified team to the City and begin the negotiation and award process based on the evaluated scores. Submittals will be scored based on Evaluation Criteria from Section 3.1 of this RFQ. The City reserves the right to make a selection based solely on the information contained in the written submittal.

The City further reserves the right to either interview selected Consultants or request additional information to help in determining the most qualified Consultant. Should the City elect to conduct an interview for shortlisted candidates, interviews will be evaluated per criteria from Section 3.3 of this RFQ. The City may make a selection based on any combination of written or interview evaluations.

Selection of the committee shall be final. The selected Consultant shall be notified in writing by the City, and no other method shall be considered to be an official notification of selection by the City.

The City reserves the right to reject any or all of the submittals. If the City elects to select one of the submitting Consultants, the City will have the right to negotiate with said submitting Consultant over the final terms and conditions of the contract in the best interest of the City. The primary objective of the negotiations is to maximize the City’s ability to obtain the best value, based on the requirements and evaluations relating to this RFQ. If an agreement cannot be reached, the negotiations will be terminated and similar negotiations will occur with the second-ranked submitting Consultant.

1.12 PROFESSIONAL SERVICES AGREEMENT

The successful Consultant will be required to sign the City’s Professional Services Agreement, a copy of which is enclosed to this RFQ in Appendix A. Please write “ZONE 3 STORAGE RESERVOIR – DESIGN-BUILD – OWNER’S REPRESENTATIVE AND CM SERVICES RFQ” in the subject line for all emails and correspondence related to this project. All submitting Consultants are directed to carefully review the Professional Services Agreement before preparing their submittal, as the successful Consultant will not be able to significantly modify the wording of the City’s Professional Services Agreement. The successful Consultant’s refusal to sign the City’s Professional Services Agreement will render their submission nonresponsive, all dialogues will be immediately terminated, and negotiations will begin with the second ranked submitting Consultant.

2 SCOPE OF WORK

2.1 BACKGROUND

a. Project Need

The 2019 Comprehensive Water System Plan identified the need for a new water storage reservoir in Zone 3 of the water system to accommodate the next 20 years of planned growth in addition to addressing a current storage capacity deficit. The domestic water system zones are determined based on land elevations, with Zone 3 consisting of the northernmost and highest elevation areas of the City.

Pasco’s unprecedented rapid growth in the past decade requires that the Zone 3 reservoir be completed within the next few years. The commitment on multiple major private investments, including Darigold, requires that the Zone 3 reservoir be operational by mid-2023. The Zone 3 Reservoir project consists of design and construction of a new 3.5 million-gallon (MG) potable water storage reservoir to serve and expand the City’s domestic water system to accommodate new residential, commercial, and industrial growth.

b. Alternative Delivery Method

The City’s primary objective in utilizing the Progressive Design-Build procurement approach is to bring the best available design construction experience and expertise together to successfully meet the unique challenges presented by this project. To achieve this, the City first obtained approval through the state Capital Projects Advisory Review Board Project Review Committee (CPARB PRC) in June 2021 for use of the Progressive Design-Build alternative delivery contracting procedure.

The Progressive Design-Build delivery system is specifically being used to contract with a single entity for both design and construction. The selection of the Design-Build team consisted of a qualifications-based process which included RFQ solicitation and subsequent short-listing and RFP solicitation for the short-listed teams. This Design-Build team selection was completed in October 2021.

The selected Design-Build team is expected to enter into a series of agreements with the City which consist of two parts: Phase 1 and Phase 2 scope of work. The Phase 1 agreement has been approved by the City Council as of November 2021 and includes task deliverables such as: 1) Site geotechnical investigation and preliminary design, 2) Design up to the 60% submittal, 3) Project schedule development, and 4) Guaranteed Maximum Price (GMP) Proposal at conclusion of Phase 1.

The forthcoming Phase 2 Design-Build agreement includes completion of 100% design and finalized construction documents, construction services, commissioning, testing, and project closeout. The Phase 2 contract will be drafted for approval under a separate agreement once the established GMP is agreed upon and accepted between the City and the Design-Build team.

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The planned Notice to Proceed (NTP) to commence the Phase 1 scope of work is November 15, 2021. This NTP aligns with the City’s commitment to meeting the key project milestones as well as meeting current and future water customer demands projected to significantly increase by Fall 2023.

c. Funding

This project is funded through a Public Works Board Low Interest Loan in the amount of \$10M and local funds. Total project cost is estimated at \$11.7M.

2.2 PURPOSE

This RFQ is issued for the purpose of soliciting qualified Consultants to perform Owner’s Representative and Construction Management Services for City of Pasco’s Zone 3 Storage Reservoir Progressive Design-Build Project. The selected Consultant shall be responsible for performing all tasks necessary to help ensure a successful, timely and on-budget completion of the project in addition to serving as an advisor to the City and the Design-Build team. Work will include, but it not limited to, the services requested in Section 2.3 – Scope of Work.

2.3 SCOPE OF WORK

City of Pasco staff has listed items included in the scope of work to aid the Consultant in identifying the level of service required for this contract. The following lists are not all-inclusive. The scope of work will include, but is not limited to:

OWNER’S REPRESENTATIVE SERVICES

- Provide appropriately qualified staff in support of this project. Administration of resources to ensure timely advancement of the project.
- Advise City and Design-Build team on design-build contracting and procurement activities.
- Schedule meetings and design-build team workshops. Prepare and distribute meeting agendas and minutes.
- Prepare provide monthly invoices.
- Log, copy, distribute and file all Contract documentation in accordance with applicable project requirements.
- Establish clear and consistent communication protocol throughout project.

CONSTRUCTION MANAGEMENT SERVICES

- Preparation of construction related permit applications, as needed.
- Answer Requests for Information (RFIs).
- Review of submittals.
- Provide construction support and/or management services, as determined necessary, including record management.
- Oversee the administration of punch-list generation, project start-up, and close-out.
- Perform inspection and documentation of construction activity.
- Be responsible for coordination with all parties involved in the project including: Design-Build team, materials testing firm (contracted by the City), Owner (City- engineering and operations), State funding agency etc.; ensuring any arising issue is dealt with promptly and adequately.
- Resolve contract disputes and/or assist in claims analysis, mitigation, and resolution.
- Manage Log for Action Items, Change Management, RFI’s & Field Work Directives.

2.4 PROJECT SCHEDULE

Selection of the design-build (contractor and consultant) is complete. The project team is starting work associated with Phase 1 of the contract: such as alternatives analysis and preliminary layout and conceptual design.

Site acquisition is underway, yet not completed at the time of issuance of this Solicitation.

The Zone 3 Reservoir must be operational no later than July 2023. The city anticipates moving forward with design and subsequent phases of the project on the established NTP date of November 15, 2021. Construction is anticipated to start during the second quarter of 2022.

2.5 CITY RESPONSIBILITIES

City staff will assist the selected Consultant where possible but said Consultant should anticipate and be prepared to be completely self-reliant in accomplishing the Owner’s Representative and Construction Management service tasks associated with this RFQ.

The City will provide, when available, historical information and any other associated documents.

3 SELECTION CRITERIA

3.1 SUBMITTAL REQUIREMENTS

At a minimum, the following items shall be included in the Statement of Qualifications (SOQ) submittal. The Selection Committee will perform a review of submitted SOQs based on the point distribution provided in this section.

After the Due Date, submittals received by the City will be provided to the Selection Committee for evaluation. Each submittal will be reviewed by the Selection Committee and scored based upon requirements set forth in this Section. Those requirements, and the scoring below, establish the evaluation criteria herein.

1) EXPERIENCE & QUALIFICATIONS

A. Proposed Staff, Qualifications (15 Points Possible)

In a narrative, identify the proposed staff member(s) for these services (include working titles, degrees, certificates, and licenses) describe the roles and responsibility of each team member (if more than one and why each member is critical to the success of the overall contract. Describe the individual’s experience and capacity for providing the services being requested in this RFQ. Identify key members by name, position, discipline, and firm, as well as key back up personnel.

- Provide an organizational chart, demonstrating the Consultant’s relationships and hierarchy of the team described above. Identify key members by name, position, discipline, and firm, as well as key back up personnel. Key back up personnel shall be provided for all staff in the org chart.
- Resume of Consultant’s key individual(s) and back up personnel are to be included as an appendix. Resume length shall not exceed one page per team member. DO NOT submit resumes of employees who will not actively work on this project. Note that changing key personnel after the contract has been awarded will be subject to the review and approval of the City. On each key individual’s resume, provide a list of all applicable municipal alternative delivery projects completed in the last 5 years by this individual, and a description of the key individual’s role in several key projects, including each of the projects shown in the project history matrix this staff member participated in. Teams demonstrating positive previous collaboration in similar roles on the same types of projects, are preferred.
- Provide the forecasted availability of key member(s) to work on this project in average hours per week over the duration of the contract period.

B. Project History Summary & Matrix (30 Points Possible)

- Provide description of previous experience, including a summarized Project History Matrix. Indicate what services the proposed firm rendered for each project referenced. At a minimum, provide a list of five (5) recent municipal alternative delivery contracts/projects the Consultant

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has completed in the last 10 years. Include a point of contact for each one, contact information (phone and email), a brief description of the services provided.

- Provide a matrix listing the same projects, and the team the Consultant proposed for this project to show the extent to which the proposed team has worked on these projects. Note that only projects completed by key members of the project team will be considered. For each of the listed projects, provide the following information:
 - i. A detailed description of the project scope and the role of the Consultant on the project
 - ii. Awarded construction contract value
 - iii. Final construction value (after change orders)

C. References (10 Points Possible)

Provide the contact information (to include names, phone numbers, and email) for the Owner’s project manager for all the projects listed by the Consultant in the Project History Matrix. Reference checks will be focused on consultant’s performance in each project, responsiveness, firm’s ability to forecast workload, ability to anticipate and mitigate possible issues, meet deadlines with high quality deliverables and resolve conflicts with the intention to deliver the project in a timely manner.

2) SCOPE UNDERSTANDING & APPROACH

A. Understanding of Requested Services (20 points Possible)

Describe the Consultant’s understanding of:

- Project schedule requirements as described in this RFQ.
- Effective construction and project management methodologies, techniques, and tools, along with possible pitfalls associated with this work. The Consultant’s approach to implementing strategies to advance projects effectively and minimize risks.
- The City’s water system and any known or anticipated issues with the Progressive Design-Build project delivery method on a municipal water project.

B. Description of Approach (20 points Possible)

Describe how the Consultant’s team will:

- Manage and coordinate between the various parties that will be involved in this project.
- Oversee the project in a way that will result in full compliance with regulatory and funding requirements.
- Engage the design-build team for this project throughout construction.
- Monitor progress relative to the overall project schedule.
- Coordinate with City operations staff and the Contractor regarding the timing of upcoming work.
- Engage the City at key decision points.
- Identify, track, and promptly resolve issues during construction.
- Coordinate with oversight agencies and other contracted firms, when applicable, in order to ensure that inspections, testing and documentation are being performed adequately and at the appropriate time throughout the project.

3) PRESENTATION, ORGANIZATION AND CLARITY OF SOQ SUBMITTAL

A. Formatting, Document Clarity (5 Points Possible)

- Consultant’s SOQ shall follow formatting requirements as set forth in Section 1.10 of this RFQ. Organization of the SOQ, and the manner in which information is presented, should promote the Consultant’s ability to assemble clear and concise documentation.

3.2 CONSULTANT QUALIFICATIONS

The required minimum qualifications for submitting Consultants are as follows:

- 1) Staff shown in the organization chart should currently possess all applicable certifications and licensing from the State of Washington required to complete the project.
- 2) Knowledge of all applicable Federal, State, and local regulations and standards.
- 3) Minimum of 10 years of experience in providing Construction Management and Owner’s Representative services for public agencies, specifically related municipal water utility projects.

3.3 INTERVIEW PROCESS

Should the City elect to conduct interviews with short-listed candidates, Consultants should plan for the following:

- 1) Interview format (if used): The City may elect to conduct a phone interview without the requirement of a presentation.
 - A. Approximately 30-minute presentation.
 - B. Approximately 30 minutes for questions and answers.
 - C. The Consultant’s proposed Project Manager shall lead the presentation.
 - D. The City may elect to conduct a phone (or telecommunications) interview without the requirement of a presentation.
- 2) Presentation: The objective of the interview will be to clearly demonstrate the Consultant’s qualifications to complete the project to the satisfaction of the City. The presentation shall be brief and concise and shall include but shall not be limited to:
 - A. Team Organization and Qualifications
 - B. Project History
 - C. Project Understanding
 - D. Description of Approach
 - E. A discussion of how the team proposes to manage this project and successfully keep it on schedule and within budget, including a discussion of the proposed project schedule.
 - F. A description of how the Project/Construction Manager and the team propose to work and communicate with the City and the public throughout the project.

Following a review of the submitted SOQ’s, the City may establish specific requirements and content for the interview to further aid in the determination of the Consultant’s qualifications. The selection team may prepare a list of standard questions for the interview. Additional questions may be developed based on the Consultant’s Statement of Qualifications to clarify information submitted.

Following selection of a Consultant, the City will then negotiate a specific scope of services, fees, and schedule with the selected Consultant. If an agreement cannot be reached with the first selected Consultant, the City will terminate negotiations with said Consultant and open negotiations with the second ranked Consultant. The compensation discussed with one Consultant is confidential and will not be discussed or disclosed with others.

A PPENDIX A: PROFESSIONAL SERVICES AGREEMENT

{PROJECT NAME}
Agreement No. **XXXXX**

THIS AGREEMENT is made and entered into between the City of Pasco, a Washington Municipal Corporation, hereinafter referred to as “City”, and **{CONSULTANT}**, hereinafter referred to as “Consultant,” on the _____ day of _____, 2021.

RECITALS

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

WHEREAS, the Consultant represents that it is qualified and possesses sufficient skills, experience, equipment, and necessary capabilities, including: technical and professional expertise, when required, to perform the services and/or tasks as set forth in this Agreement upon which the City is relying.

NOW, THEREFORE, in consideration of the mutual covenants, and performances contained herein, the parties agree as follows:

1. **Scope of Services.** The Consultant shall perform such services and accomplish such tasks, including the furnishing of all labor, materials, facilities and equipment necessary for full performance thereof, as identified and designated as Consultant’s Responsibilities throughout this Agreement, and as more particularly described in Scope of Work detailed in **{Exhibit No./Letter}**, attached hereto and incorporated herein (the “Project”).
2. **Term.** This Project shall begin on the execution date listed above and promptly be completed by **XXXXXX**.
3. **Compensation and Payment.**
 - 3.1 Payment for services provided hereunder shall be made following the performance of such services. Such payment shall be full compensation for work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the Project.
 - 3.2 No payment shall be made for any services rendered by the Consultant except for services identified and set forth in this Agreement except as may be authorized by a written supplemental agreement approved by the City.
 - 3.3 The City shall pay the Consultant for work performed under this Agreement upon timely submitted invoices detailing work performed and expenses for which reimbursement is sought. The City shall approve all invoices before payment is issued. Payment shall occur within thirty (30) days of receipt and approval of an invoice.
 - 3.4 The City shall pay the Consultant for all work performed and expenses incurred under this Agreement, as follows.
 - Hourly (Single Rate): \$_____ per hour plus actual expenses incurred as provided under this Agreement, but not to exceed a total of \$_____ without prior written authorization by the City; or
 - Hourly (Multiple Rate): Such rates as identified on **{Exhibit No./Letter}**, plus actual expenses incurred as provided under this Agreement, but not to exceed a total of \$_____ without the prior written authorization by the City; or
 - Fixed Sum: A total of \$_____; or
 - Other: _____

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4. Reports and Inspections.

- 4.1 The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, studies, surveys, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- 4.2 The Consultant shall, at any time during normal business hours and as often as the City or the Washington State Auditor may reasonably deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City, or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or Consultant as to the Consultant’s activities. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Consultant’s activities which relate, directly or indirectly, to this Agreement. Consultant shall be provided a copy of such reports.
- 4.3 The Consultant, during the term of this Agreement, shall obtain all permits and registration documents necessary for the performance of its work and for the execution of services at its own expense, and shall maintain its validity. Upon request, the Consultant shall deliver to the City copies of these licenses, registration documents, and permits or proof of their issuance or renewal.
- 4.4 Consultant shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review, or audit as provided above.
- 4.5 The Consultant shall retain all books, records, documents or other material relevant to this Agreement for three (3) years after its expiration. Consultant agrees that the City, or its designee, shall have full access and right to examine any of said materials at all reasonable times during this period.

5. Ownership and Use of Documents.

- 5.1 All research, tests, surveys, preliminary data, information, drawings and documents made, collected, or prepared by the Consultant for performing the services subject to this Agreement, as well as any final product, collectively referred to as “work product,” shall be deemed as the exclusive property of the City, including copyright as secured thereon. Consultant may not use them except in connection with the performance of the services under this Agreement or with the prior written consent of the City. Any prior copyrighted materials owned by the Consultant and utilized in the performance of the services under this Agreement, or embedded in with the materials, products and services provided thereunder, shall remain the property of the Consultant subject to a license granted to the City for their continued use of the products and services provided under this Agreement. Any work product used by the Consultant in the performance of these services which it deems as “confidential,” “proprietary,” or a “trade secret” shall be conspicuously designated as such.
- 5.2 In the event of Consultant’s default, or in the event that this Agreement is terminated prior to its completion, the work product of the Consultant, along with a summary of the services performed to date of default or termination, shall become the property of the City, and tender of the work product and summary shall be a prerequisite to final payment under this Agreement. The summary of services provided shall be prepared at no additional cost, if the Agreement is terminated through default by the Consultant. If the Agreement is terminated through convenience by the City, the City agrees to pay Consultant for the preparation of the summary of services provided.

6. Public Records.

- 6.1 Consultant acknowledges that the City is an agency subject to Chapter 42.56 RCW “Public Records Act.” All preliminary drafts or notes prepared or gathered by the Consultant, and recommendations of the Consultant are exempt prior to the acceptance by the City or public citation by the City in connection with City action.
- 6.2 If the Consultant becomes a custodian of public records of the City and request for such records is received by the City, the Consultant shall respond to the request by the City for such records within five (5) business days by either providing the records, or by identifying in writing the additional time necessary to provide the records with a description of the reasons why additional time is needed. Such additional time shall not exceed twenty (20) business days unless extraordinary good cause is shown.
- 6.3 In the event the City receives a public records request for protected work product of the Consultant within its possession, the City shall, prior to the release of any protected work product or as a result of a public records request or subpoena, provide Consultant at least ten (10) business days prior written notice of the pending release and to reasonably cooperate with any legal action which may be initiated by the Consultant to enjoin or otherwise prevent such release.

7. Independent Contractor Relationship.

- 7.1 The parties intend that an independent contractor relationship is created by this Agreement. The City is interested primarily in the results to be achieved; subject to the scope of services and the specific requirements of this Agreement, the implementation of services will lie solely with the discretion of the Consultant. No agent, employee, officer or representative of the Consultant shall be deemed to be an employee, agent, officer, or representative of the City for any purpose, and the employees of the Consultant are not entitled to any of the benefits or privileges the City provides for its employees. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, officers, subcontractors or representatives during the performance of this Agreement.
- 7.2 In the performance of the services provided in this Agreement, Consultant is an independent contractor with full authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City’s general rights of inspection and review to secure the satisfactory completion thereof.
- 7.3 The Consultant shall comply with all State and Federal laws including, but not limited to:
 - 7.3.1 The definition requirements of RCW 50.04.140 (Employment Security).
 - 7.3.2 RCW 51.08.195 (Industrial Insurance).
 - 7.3.3 Obtain a City of Pasco business license.
- 7.4 The City may, at its sole discretion, require the Consultant to remove any employee, agent or servant from employment on this Project who, in the City’s sole discretion, may be detrimental to the City’s interest.

8. Indemnification.

- 8.1 The Consultant shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- 8.2 However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant, and the City, its

Zone 3 Storage Reservoir Progressive Design-Build Project – Owner’s Representative and CM Services RFQ officers, officials, employees, and volunteers, the Consultant’s liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- 8.3 No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- 8.4 This indemnification shall include damages, penalties and attorney fees sustained as a result of Consultant’s delayed or failed performance of Section 6 above.

9. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subcontractors. The Consultant’s maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

9.1 Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

- 9.1.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01.
- 9.1.2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant’s Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
- 9.1.3. Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 9.1.4. Professional Liability insurance appropriate to the Consultant’s profession.

9.2 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

- 9.2.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 9.2.2. Commercial General Liability insurance shall be written with limits no less than:
 - \$2,000,000 each occurrence;
 - \$2,000,000 general aggregate; or
 - \$_____ each occurrence; and \$_____ general aggregate
- 9.2.3. Professional Liability insurance shall be written with limits no less than:
 - \$2,000,000 per claim;
 - \$2,000,000 policy aggregate limit; or
 - \$_____ per claim; and \$_____ per policy aggregate limit

9.3 Other Insurance Provisions. The Consultant’s Automobile Liability, Professional Liability, and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant’s insurance and shall not contribute with it.

- 9.3.1. The Consultant’s insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- 9.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- 9.5 Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement evidencing the insurance requirements of the Consultant before commencement of the work.
- 9.6 Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.
- 9.7 City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
- 9.8 Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- 10. Nondiscrimination.** In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Consultant shall ensure that applicants are employed, and that employees are treated during employment in the performance of this Agreement without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Consultant shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and Federal laws prohibiting discrimination in employment.
- 11. Covenant Against Contingent Fees.** The Consultant warrants that it has not employed nor retained any company, firm, or person, other than a bona fide employee working exclusively for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company, person or firm, other than a bona fide employee working exclusively for the Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement.
- 12. Assignment and Subcontracting.**
- 12.1 The City has awarded this Agreement to the Consultant due to its unique qualifications to perform these services. The Consultant shall not assign (or subcontract other than as specifically identified in Exhibit A) its performance under this Agreement or any portions of this Agreement without the prior written consent of the City, which consent must be sought at least thirty (30) days prior to the date of any proposed assignment.

Zone 3 Storage Reservoir Progressive Design-Build Project – Owner’s Representative and CM Services RFQ

- 12.2 Any work or services assigned or subcontracted hereunder shall be subject to each provision of this Agreement including Section 6, Public Records; Section 10, Nondiscrimination; proper bidding procedures where applicable; and all local, State and Federal statutes, ordinances and guidelines..
- 12.3 Any technical or professional service subcontract not listed in this Agreement, must have prior written approval by the City.

13. Termination.

- 13.1 Termination for Convenience. Either party may terminate this Agreement for any reason upon giving the other party no less than ten (10) business day’s written notice in advance of the effective date of such termination.
- 13.2 Termination for Cause. If the Consultant fails to perform in the manner called for in this Agreement, or if the Consultant fails to comply with any other provisions of this Agreement and fails to correct such noncompliance within five (5) business days of written notice thereof, the City may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid for services and expenses complying with the terms of this Agreement, incurred prior to termination

14. General Provisions.

- 14.1 For the purpose of this Agreement, time is of the essence.
- 14.2 Notice. Notice provided for in this Agreement shall be sent by:
 - 14.2.1. Personal service upon the Project Administrators; or
 - 14.2.2. Certified mail to the physical address of the parties, or by electronic transmission to the e-mail addresses designated for the parties below.
- 14.3 The Project Administrator for the purpose of this Agreement shall be:
 - 14.3.1. For the City:
 - Steve M. Worley, P.E., or his/her designee
 - Public Works Director
 - 525 North 3rd
 - PO Box 293
 - Pasco WA 99301
 - WorleyS@pasco-wa.gov (e-mail address)
 - 14.3.2. For the Consultant:
 - XXXXXXXXXX, or his/her designee
 - XXXXXXXXXX
 - XXXXXXXXXX
 - XXXXXXXXXX
 - XXXXXXXXXX
 - [XXXXXXXXXX](#)

15. Dispute Resolution.

- 15.1 This Agreement has been and shall be construed as having been made and entered into and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington.
- 15.2 In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the Project Administrators, or their designees, shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be

Zone 3 Storage Reservoir Progressive Design-Build Project – Owner’s Representative and CM Services RFQ resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Pasco, Franklin County, Washington. The substantially prevailing party shall be entitled to its reasonable attorney fees and costs as additional award and judgment against the other.

- 16. **Nonwaiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other similar event or other provision of this Agreement.
- 17. **Integration.** This Agreement between the parties consists in its entirety of this document and any exhibits, schedules or attachments. Any modification of this Agreement or change order affecting this Agreement shall be in writing and signed by both parties.
- 18. **Authorization.** By signature below, each party warrants that they are authorized and empowered to execute this Agreement binding the City and the Consultant respectively.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF PASCO, WASHINGTON

CONSULTANT

 Dave Zabell, City Manager (> \$50,000)
 Steve M. Worley, Public Works Director (<\$50,000)

 {Consultant}

ATTEST:

 Debra C. Barham, City Clerk

APPROVED AS TO FORM:

 Kerr Ferguson Law, PLLC, City Attorney



STATE OF WASHINGTON
Capital Projects Advisory Review Board
Project Review Committee

June 25, 2021

Steve M. Worley, P.E.
Public Works Director
City of Pasco
525 N 3rd Avenue
Post Office Box 293
Pasco, Washington 99301

Re: Public Body Design-Build Project Approval Determination

Dear Mr. Worley:

The Capital Projects Advisory Review Board's Project Review Committee has determined that your project has met the criteria established in RCW 39.10.280 for public body project approval.

City of Pasco is hereby authorized to utilize the Design-Build alternative contracting procedure for the *Zone 3 Reservoir Storage Tank* project.

Congratulations on the approval of your application and good luck with your project!

Sincerely,

A handwritten signature in blue ink that reads "Edward Peters".

Edward Peters, Chair
Project Review Committee

cc: Mike Shinn, Vice Chair
PRC Project Archives



May 20, 2021

Talia Baker, PRC Administrative Support
Engineering & Architectural Services
Department of Enterprise Services
PO Box 41476
Olympia, WA 98504-1476

Reference: The City of Pasco Application for Project Approval Using Progressive Design-Build (PDB)
Alternative Public Works Contract Delivery for the Zone 3 Reservoir Storage Tank Project

Dear Members of the Project Review Committee:

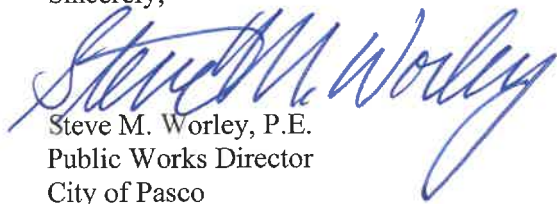
The City of Pasco is pleased to submit its application for project approval using the Progressive-Design-Build alternative public works contract delivery pursuant to RCW 39.10.300.

The proposed project addresses the current and anticipated growth in the northwest section of the City as well as addressing a current potable water storage deficiency to continue providing reliable water system service to current and future customers and end-users. Additionally, this project will allow us to enhance our planned potable water system treatment and distribution improvements through innovative design and collaboration with the PDB team.

We are confident that this project fully meets the requirements for use of the PDB alternate contracting procedure stated in RCW 39.10.300(1). Use of the PDB method will reduce the overall project schedule and will help deliver the critical water infrastructure services our citizens rely on, satisfying the criteria in RCW 39.10.300(1)(c). We are eager to eventually include a PDB partner to our team that brings both creative design and advanced construction solutions to ensure installation of our new Zone 3 Reservoir is a success.

Thank you for your consideration of our application to use an alternative project delivery method for this critical water infrastructure project. We look forward to the opportunity to share more about this project at the next PRC meeting on June 24, 2021. If you have questions or require additional information regarding our enclosed application, I can be reached at (509) 543-5738 or email at worleys@pasco-wa.gov.

Sincerely,



Steve M. Worley, P.E.
Public Works Director
City of Pasco

Enclosure: City of Pasco PDB Application, Including Attachments

State of Washington
Capital Projects Advisory Review Board (CPARB)
PROJECT REVIEW COMMITTEE (PRC)

APPLICATION FOR PROJECT APPROVAL
To Use the Design-Build (DB)
Alternative Contracting Procedure

The CPARB PRC will only consider complete applications: Incomplete applications may result in delay of action on your application. Responses to sections 1-7 and 9 should not exceed 20 pages (*font size 11 or larger*). Provide no more than six sketches, diagrams or drawings under Section 8.

Identification of Applicant

- a) Legal name of Public Body (your organization): **City of Pasco**
- b) Address: **525 North 3rd Avenue, PO Box 293, Pasco, WA 99301**
- c) Contact Person Name: **Steve M. Worley, P.E.** Title: **Public Works Director**
- d) Phone Number: **(509) 543-5738** E-mail: **worleys@pasco-wa.gov**

1. Brief Description of Proposed Project

- a) Name of Project: **Zone 3 Reservoir Storage Tank**
- b) County of Project Location: **Franklin**
- c) Please describe the project in no more than two short paragraphs. (*See Attachment A for an example.*)

The project consists of a 3.5MG potable water, elevated reservoir to serve Pressure Zone 3 of the City's water system. The City of Pasco owns and operates a regional water distribution system that currently serves more than 73,000 residents. The population is expected to almost double in the next 20 years (OFM projection: approx.122,000 residents by 2038). The potable water system consists of three primary pressure zones, with Zone 3 predominately located north of Interstate 182. Engineering evaluations concluded that Pasco currently has a combined storage capacity deficit of approximately 4.31 million gallons (MG) for Zones 2 and 3. This deficit is projected to increase to 4.96 MG in 2023 following the addition of a 0.5 MGD demand from a potential new industrial customer. Although the storage deficiency exists for both pressure zones, the most immediate water storage need is within Zone 3.

The project scope includes land acquisition, design, and construction of the reservoir. This improvement complements treatment and distribution improvements planned and already in place for the potable water system. The proposed storage tank will increase resiliency of the system, address a current deficiency in the system, contribute to providing reliable water service to current and future ratepayers, and support economic development.

2. Projected Total Cost for the Project:

A. Project Budget

Costs for Professional Services (A/E, Legal etc.)	\$650,000
Estimated project construction costs (including 18% construction contingencies and sales tax):	\$9,490,000
Contract administration costs (owner, cm etc.)	\$1,060,000
Other related project costs (Right-Of-Way Land Acquisition)	\$500,000
Total	\$11,700,000

B. Funding Status

Please describe the funding status for the whole project. *Note: If funding is not available, please explain how and when funding is anticipated*

This project will be funded by 1) the City's Water Utility Fund (secured in the amount of \$3M) and 2) a revenue bond (planned at this time in the amount of \$8.7M). The project is included in the City's 2020-2025 Capital Improvement Plan and 2021-2022 Capital Budget. The City is currently pursuing federal grants and state low interest loans to help offset future bonding needs.

3. Anticipated Project Design and Construction Schedule

Please provide (See Attachment B for an example schedule.):

The anticipated project design and construction schedule, including:

- a) Procurement;
- b) Hiring consultants if not already hired; and
- c) Employing staff or hiring consultants to manage the project if not already employed or hired.

The anticipated project milestones are as follows:

- | | |
|---|--------------------------------------|
| • Procure DB Owner Advisor Consultant | Completed – Hill International, Inc. |
| • CPARB Project Review Committee Presentation | 6/24/21 |
| • DB RFQ Announcement | 6/25/21 |
| • DB SOQs Due | 7/22/21 |
| • RFP Announce/Shortlist | 8/20/21 |
| • Proposals Due | 9/30/21 |
| • Selection | 11/20/21 |
| • Construction NTP | 3/21/22 |
| • Substantial Completion – New Reservoir Online | 6/30/23 |

4. Explain why the DB Contracting Procedure is Appropriate for this Project

Please provide a detailed explanation of why use of the contracting procedure is appropriate for the proposed project. Please address the following, as appropriate:

- If the construction activities are highly specialized and a DB approach is critical in developing the construction methodology (1) What are these highly specialized activities, and (2) Why is DB critical in the development of them?
- If the project provides opportunity for greater innovation and efficiencies between designer and builder, describe these opportunities for innovation and efficiencies.

One of the chief benefits from design-build delivery is the ability of the constructor to collaborate with the designer to increase the efficiency and constructability of the project. In this project, the City of Pasco (City) and the Design-Builder (DB) will need to work together as a team to collaborate and find innovative design and procurement strategies to overcome material shortages and long lead times that have developed as a result of the global pandemic. These increased project risks can best be managed and mitigated by allocating the risk to the party best able to manage them, a process that is inherent in the proposed Progressive Design Build (PDB) delivery method. The City and the DB team will work together to address environmental concerns, permitting issues and coordinate with Authorities having Jurisdiction. The City has begun early investigations and discussions in these areas and will work with the DB team to best facilitate the project needs.

- If significant savings in project delivery time would be realized, explain how DB can achieve time savings on this project.

One of the key benefits of DB delivery is the ability to phase the construction of the project, subject to the ability to obtain phased permitting. Early and extensive contractor involvement during the design phase will provide opportunities to enhance constructability for the project which will provide opportunities for greater construction efficiencies during construction. Early contractor involvement will also allow construction work to start prior to the completion of the project design thereby reducing the overall project duration.

5. Public Benefit

In addition to the above information, please provide information on how use of the DB contracting procedure will serve the public interest. For example, your description must address, but is not limited to:

- How this contracting method provides a substantial fiscal benefit; or

By following a 2-stage selection process, the selection can be focused on qualifications, previous experience on projects of similar complexity/difficulty, and project approach. This is a benefit over

traditional DBB delivery because it better ensures that the selected team will have the experience, qualifications, and key personnel required to make the project a success. This better ensures that the new Zone 3 Storage Reservoir will be brought online on schedule to meet the upcoming increase in demand from the new industrial customer and imminent commercial and residential development in Pressure Zone 3, as well as expeditiously addressing the existing storage deficit. Timely completion of this project will increase resiliency to the Potable water system for current and prospective users. This methodology will also prevent the City from dealing with the litigious environment experienced in the last year when high-dollar value projects were bid and second lowest bidder obstructed award via a bid protest. This caused unnecessary delay and additional costs that are contrary to the City's objectives.

- How the use of the traditional method of awarding contracts in a lump sum (*the "design-bid-build method"*) is not practical for meeting desired quality standards or delivery schedules.

The PDB process allows the City and DB team to evaluate preliminary project costs in advance of finalizing the design so that project scope can be revised or adjusted to fit the needs of the City. This allows the City to complete the project without unnecessary budget overruns and takes advantage of the contractor's constructability expertise throughout the design process. It is also a benefit over Fixed-Price DB, where extensive project requirement documents would need to be prepared by the City to support fixed pricing.

6. Public Body Qualifications

Please provide:

- A description of your organization's qualifications to use the DB contracting procedure.

The City of Pasco has hired Hill International, Inc. (Hill), a professional organization that provides a team with the proven alternative contract delivery experience to assist with the management and administration of the PDB procurement and project. Additionally, Robynne Thaxton, JD, FDBIA with Thaxton Parkinson PLLC will assist the City's general counsel in preparation of the D-B procurement and contract documents and other legal matters. Both Hill and Thaxton Parkinson have performed the same scope of work for a variety of recent projects, several of which are located the Tri-Cities area.

- A project organizational chart, showing all existing or planned staff and consultant roles.

Note: The organizational chart must show the level of involvement and main responsibilities anticipated for each position throughout the project (for example, full-time project manager). If acronyms are used, a key should be provided. (See Attachment C for an example.)

Please refer to Attachment A.

- Staff and consultant short biographies that demonstrate experience with DB contracting and projects (not complete résumés).

Brittany Whitfield, PE, Senior Engineer, City of Pasco: Brittany will serve as the City of Pasco's Project Manager for the Zone 3 Reservoir Storage Tank project. Brittany's work will include maintaining project schedule and budget, act as a liaison between the DB team, operations group, council and other stakeholders. Brittany will be responsible for funding administration and periodic reporting. Brittany was a member of the Brown and Caldwell design team providing engineering services during construction for the Chambers Creek Regional Wastewater Treatment Plant Expansion for Pierce County in Washington State. The expansion was a \$342 million construction project which increased capacity from 28.7 million gallons per day (MGD) to 45 MGD. Groundbreaking began in 2014, with substantial completion being reached in 2017 and completed \$11 million under budget.

That project used an alternate form of project delivery due to the complexity of retrofitting an existing wastewater treatment facility with substantial average and peak daily flows. The GC/CM model of project delivery was selected to allow for flexibility of bringing the construction contractor onboard during the design phase to assist the County and Brown and Caldwell teams with providing constructability reviews, creating a comprehensive schedule and cost estimates, and identifying construction conflicts. Throughout 2014 and 2015, Brittany supported the resident design engineering team by working with the GC/CM, Brown and Caldwell design teams, and the County to disposition Requests for Information (RFIs), review technical procurement submittals, and administer change order proposals. She also worked directly with the County operations and engineering staff to coordinate planning and review of startup and commissioning plans and testing documentation specific to the secondary treatment for enhanced nitrogen removal, primary clarifiers, and anaerobic digester solids handling upgrades.

Kent McCue, Construction Manager, City of Pasco Kent has held the Construction Manager position for the City of Pasco for 15 years. Previously he performed inspection and construction management roles for the neighboring Cities of Richland and Kennewick for 3 and 9 years, respectively. He has managed, inspected, and provided general construction administration oversight of a multitude of multi-million dollar local, state and federally funded projects. He assures compliance with all requirements necessary for "end of project" audits by their funding agency. Kent will support the City PM and CM consultant for overall oversight of project construction in accordance with standards and specifications, directing the construction Management firm selected for the inspection and CM for this project. Kent will assist with coordination between the construction management team, DB Team and Operations Staff, Council, and other stakeholders.

Maria Serra, PE. CIP Manager, City of Pasco. Maria will provide oversight of the project and act as back-up project manager for the project. Maria's municipal experience and technical background will allow for documentation review and assist in permitting coordination throughout the project. Maria brings to the team over 7 years of experience at City of Pasco and exceptional track record in managing local, state, and federal funds. Maria has been the lead for the development of long-range planning documents for all utilities for the City. She has successfully managed and delivered in the past 13 years the design of 15 major multi-million-dollar port, transportation and utility projects in Latin America and Washington State, along with a variety of smaller projects and studies. In the last 15 months Maria has led the Capital Improvement Program (CIP) team with impressive project delivery results.

Steve M. Worley, PE. Public Works Director, City of Pasco. Steve has 35 years of engineering experience with the past 25 overseeing staff in the successful delivery of municipal capital projects.

Matthew J. Walker, AIA, CCM, DBIA, Principal-in-Charge, Hill International, Inc. Matt will serve as the 3rd party Principal-in-Charge for the Zone 3 Reservoir Storage Tank. Matt possesses over 30 years of project and construction management experience using traditional and alternative construction contracting methods. His Washington State public works alternate contracting experience includes serving as the project manager for the \$20.5M PDB U.S. Pavilion Project; providing Pre-Bond services for the Spokane Public Facilities District's \$27M DB Sportsplex project; serving as project manager for the City of Richland's \$18M PDB City Hall and \$3.5M PDB Fire Station 74; serving as the project manager for the Spokane Public Facilities District's \$55M DB Convention Center Completion project; serving as the project manager for the \$90M GC/CM Convention Center Expansion project in 2005; serving as a construction manager for the \$17.8M Wellpinit High/Middle School GC/CM Modernization project; and serving as architect coordinator and assistant project manager for the \$43M DB Foley Modernization project. Matt will serve as the Principal-in-Charge for the Fire Station 73 & 75 project and will oversee the PDB procurement, design, construction and closeout phases. He is a licensed Washington State architect, Certified Construction Manager, and a Design Build certified professional.

Becky Blankenship, DBIA, Project and Construction Manager, Hill International, Inc. Becky will serve as the 3rd party Project and Construction Manager for the Zone 3 Reservoir Storage Tank project and will support the City in managing the PDB procurement, construction, and closeout phases. Becky has extensive experience leading and overseeing DB teams from both a design and construction standpoint. She served as the Project and Construction Manager on the City of Richland's \$18M PDB City Hall, \$9M

PDB Fire Stations 73 & 75 and \$3.5M PDB Fire Station 74; City of West Richland's \$12M PDB Police Facility; Morrow County's \$6.8M PDB Government Administration Facility; City of Boardman's \$4.2M PDB Fire Station 81; North Mason's \$10M PDB Headquarters Fire Station; and WSU's \$4M PDB Tri-Cities Student Union Building. She also served as the Project Manager for: Gonzaga's \$52M Hemmingson Center; DB Award winning \$15.6M Spokane Central Service Center; \$6M DB Boeing Associated Paint Hangar; \$15.6M DB Operational Readiness training Complex Barracks at Joint Base Lewis McChord; \$8M DB Fairchild Resistance Training Facility; \$12.5M DB S.E.R.E. Force Support Headquarters, and three DB Armed Forces Reserve Centers located in Spokane, Vancouver, and Yakima – ranging in value from \$19.7M to \$29.8M each. Becky has been a DBIA Certified Professional for 10 years.

Lorraine Mead, PE, DBIA Project Engineer Scheduler, Hill International, Inc. Lorraine has more than 30 years of experience in project controls and scheduling, estimating, subcontract administration, claims and change order management. She has performed all aspects of project controls including planning, scheduling, forecasting, estimating, wage and rate analysis. In addition she has established and maintained construction schedules utilizing Primavera Project Manager and P6. Lorraine recently provided monthly schedule reviews for Spokane's Riverfront Park Pavilion project, and is currently doing the same for the Spokane Public Library Bond projects. Lorraine will fill a similar role on the Zone 3 Reservoir Storage Tank project.

Patrick McChord, Senior Estimator, Hill International, Inc. Patrick has more than 30 years of construction experience as a project manager, estimator and business developer for design-build, design-bid-build and general contractor/construction manager projects for commercial, industrial, convention, institutional, school, manufacturing and office building centers. His Washington State public works alternate contracting experience includes serving as the estimate advisor for the City of Richland's \$18M City Hall and \$3.5M DB Fire Station 74; serving as the construction manager for the Spokane Public Facilities City's \$55M DB Convention Center Completion project; and serving as construction manager for the \$29.5M GC/CM Wenatchee School District Washington Elementary Modernization and Addition and the \$6.1M GC/CM Wenatchee School District Special Education/Early Training Childhood Center. Patrick will provide estimating oversight for the Zone 3 Reservoir Storage Tank project.

Robynne Thaxton, JD, FDBIA, Robynne will assist in reviewing the procurement documents and drafting the contract documents. Robynne serves on the Washington State Capital Projects Advisory Review Board. She served on the National Design Build Institute of America Board of Directors from 2010 - 2016. Robynne is an instructor for the DBIA Contracts and Risk Management course as well as the Best Practices in Progressive Design-Build course. Robynne has assisted many public owners with their design-build projects. Recent representative projects include the City of Bothell's Fire Stations 42 and 45, City of Tacoma's Alder station re-wind, Seattle City Light's Boundary Dam re-wind and Cedar Falls substation projects, Western Washington University New Residence Hall and Consolidated Academic Support Services building, University of California San Diego Triton Pavilion, Los Angeles County Consolidated Correctional Facility project, Grant County PUD's Substation Reliability Project and Load Growth Project, Port of Seattle's AUF Facility and Concourse D Hardstand projects, City of Richland's Firehouse and City Hall projects, and City of Portland's Portland Building project. Robynne has also assisted both the Washington State Department of Enterprise Services and the University of California System in developing their form progressive design-build procurement documents and contracts.

- Provide the **experience and role on previous DB projects** delivered under RCW 39.10 or equivalent experience for each staff member or consultant in key positions on the proposed project. (See Attachment D for an example. The applicant shall use the abbreviations as identified in the example in the attachment.)

Please refer to Attachment B.

- The qualifications of the existing or planned project manager and consultants.
Note: For design-build projects, you must have personnel who are independent of the design-build team, knowledgeable in the design-build process, and able to oversee and administer the contract.

Please refer to Section 6.3 and Attachment B.

- If the project manager is interim until your organization has employed staff or hired a consultant as the project manager indicate whether sufficient funds are available for this purpose and how long it is anticipated the interim project manager will serve.

The City of Pasco has hired Becky Blankenship of Hill International as the project manager for this project. The funds for Hill's contract are available and designated for this purpose. We anticipate that Hill will continue their efforts on behalf of the City until project closeout is complete, on or around June, 2023.

- A brief summary of the construction experience of your organization's project management team that is relevant to the project.

Hill International

The City of Pasco's project management consultant, Hill, has demonstrated successful owner's representative services on the following relevant DB projects: the \$12.6M **PDB** West Richland Police Station; \$9M **PDB** City of Richland Fire Stations 73 & 75; \$10M **PDB** North Mason Regional Headquarters Fire Station; \$6.8M **PDB** Morrow County Government Administration Facility; \$4.2M **PDB** Boardman Fire Station 81; \$20.5M **PDB** U.S. Pavilion Project; City of Richland's \$18M City Hall, Pre-Bond services for the \$27M SPFD Sportsplex project, City of Richland's \$2.8M **PDB** Fire Station 74, WSU \$23M Wine Science Center, the \$55M SPFD Spokane Convention Center Completion project, GSA's \$43M Foley Courthouse Modernization, the \$16M Bureau of Indian Affairs K12 Paschal Sherman Indian School, and the \$16M Spokane International Airport's parking garage. Hill served as the owner's DB PM and was involved in all phases of the projects from DB procurement to project closeout. The team's qualifications and experience and the project organizational chart depict the depth, experience and commitment for successful project completion that will benefit the City of Pasco, its constituents, and the general public

- A description of the controls your organization will have in place to ensure that the project is adequately managed.

Project Management and Decision-Making – Authority and decision making responsibility is provided by the Project Committee with implementation by Hill International. The Project Committee consists of Steve Worley, PE Public Works Director; Brittany Whitfield, PE/Senior Engineer; Maria Serra, PE, CIP Manager and Kent McCue, Construction manager.

Hill International staff will meet regularly with the Project Committee to discuss project/program needs, milestones and develop strategy recommendations and courses of action for implementing the project. Becky Blankenship is committed to the day to day operations and functioning of the HQ Fire Station Hill team and will be responsible to the Project Committee for the project.

The D-B Selection Committee, consisting of City of Pasco staff, Robynne Thaxton and Hill International, will review the Design-Build Teams' SOQs, Proposals, and interactions during proprietary meetings and interviews to make recommendations of D-B Team shortlisting and D-B selection to the Project Committee and City of Pasco City Council.

Communications – Hill International, in partnership with the City of Pasco, will use a variety of well-established formal and informal tools to provide effective communications with all of those involved in the project. At the appropriate time the City will advertise the RFQ and post the RFQ on the City's website. During the RFP phase the Selection Committee will meet with the shortlisted firms in proprietary meetings to discuss project objectives, project approach, concept designs and provide feedback. Once a D-B Team is selected, the Project Committee and Hill International staff will meet with the D-B Team during

the design and construction phases and participate in interim reviews of the design to ensure that the City's expectations and vision of the finished project are achieved.

Project progress will be reported to the Project Committee and other stakeholders. Project status updates will be posted on the City's webpage to keep the public informed on the project status.

Budget Monitoring – Hill International will be managing and tracking the program finances using the City's account codes. Financial reporting will be provided on a regular basis to the Project Committee and other appropriate stakeholders.

The City will maintain its own contingency and Owner's Management Reserve line item in the Zone 3 Reservoir Storage Tank project budget to address any owner betterment changes and appropriate change orders.

Schedule - The overall project schedule will be provided in the D-B RFQ/P documents. Monthly D-B construction progress updates with a narrative will be a project requirement.

- A brief description of your planned DB procurement process.

The PDB procurement process will be based on a best value approach of qualitative factors and a price factor.

The first phase will be to issue a Request for Qualifications with a project description, published scoring and weighted criteria, proposed project budget and schedule as well as the proposed contract. Submittals will be reviewed and scored by the Selection Committee with technical analysis and input from Hill and Robynne Thaxton as needed. The City intends to shortlist up to a maximum of three firms.

The second phase will be to provide the Request for Proposal documents to the shortlisted firms. The RFP will include the City's program and technical requirements, and performance specifications. The RFP submittal requirement will include: a project schedule, management approach, DB team experience, bonding capacity and proposal form. A proprietary meeting will be held with each firm during the RFP development phase to allow the teams to receive input from the Selection Committee. The proposal submissions will be evaluated by the Selection Committee who will receive, evaluate and score proposals from the short-listed teams. Hill and Robynne Thaxton will provide technical consultation during this phase. The honorarium for non-selected proposers will be in the range of \$6,000-\$8,000, which is consistent with other projects with similar deliverables during the procurement.

Qualitative factors such as design efficiency, project management plan, schedule, technical factors, exceeding the Project Goals, past utilization of OMWBE firms, and other published criteria will be the primary criteria for selection. The City is considering various options in determining the required selection criteria based on cost or other price related factors.

- Verification that your organization has already developed (or provide your plan to develop) specific DB contract terms.

Robynne Thaxton will develop the contract and terms and conditions using a modified standard DB 530 agreement and 535 general conditions. Hill will work together with Robynne to prepare and tailor the RFQ and RFP documents to meet the needs of this project. Robynne has utilized and refined these documents for prior projects and will customize the terms to meet the needs of the Pasco Zone 3 Reservoir Storage Tank project.

7. Public Body (your organization) Construction History:

Provide a matrix summary of your organization's construction activity for the past six years outlining project data in content and format per the attached sample provided: *(See Attachment E. The applicant shall use the abbreviations as identified in the example in the attachment.)*

- Project Number, Name, and Description
- Contracting method used
- Planned start and finish dates
- Actual start and finish dates
- Planned and actual budget amounts
- Reasons for budget or schedule overruns

Please refer to Attachment C.

8. Preliminary Concepts, sketches or plans depicting the project

To assist the PRC with understanding your proposed project, please provide a combination of up to six concepts, drawings, sketches, diagrams, or plan/section documents which best depict your project. In electronic submissions these documents must be provided in a PDF or JPEG format for easy distribution. Some examples are included in attachments E1 thru E6. At a minimum, please try to include the following:

- A overview site plan (*indicating existing structure and new structures*)
- Plan or section views which show existing vs. renovation plans particularly for areas that will remain occupied during construction.

Note: applicant may utilize photos to further depict project issues during their presentation to the PRC

Please refer to Attachment D.

9. Resolution of Audit Findings On Previous Public Works Projects

If your organization had audit findings on any project identified in your response to Question 7, please specify the project, briefly state those findings, and describe how your organization resolved them.

The City had one audit finding on the Road 68 Improvement project. The finding identified internal controls related to weekly review of certified payrolls for federal prevailing wage requirements. In response, the City created a new Contract/Project Support Specialist position to ensure these controls are followed on applicable projects. The City has not received any audit findings since.

10. Subcontractor Outreach

Please describe your subcontractor outreach and how the public body will encourage small, women and minority-owned business participation.

Outreach will occur through AGC and ASCE local chapters with language related to small, women and minority-owned business participation. The City envisions a brochure for the project with relevant information that would describe project objectives and timelines and highlight the City’s commitment to inclusivity and economically disadvantaged communities.

Additionally, there will be a requirement in the RFQ for proposers to describe their past utilization of OMWBE certified business, to be evaluated on a pass/fail basis. The City will send the Advertisement for RFQ to OMWBE to be posted and viewed on their website for contracting opportunities to aid in the encouragement of small, woman and minority-owned businesses to participate in the project. The DB contract will also require the Design Builder to track and report utilization of minority and women’s business enterprises certified business and veteran certified businesses.

CAUTION TO APPLICANTS

The definition of the project is at the applicant’s discretion. The entire project, including all components, must meet the criteria of RCW 39.10.300 to be approved.

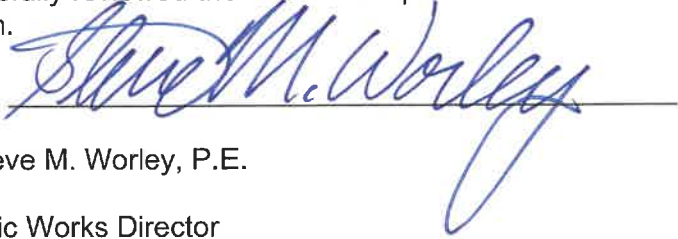
SIGNATURE OF AUTHORIZED REPRESENTATIVE

In submitting this application, you, as the authorized representative of your organization, understand that: (1) the PRC may request additional information about your organization, its construction history, and the proposed

project; and (2) your organization is required to submit the information requested by the PRC. You agree to submit this information in a timely manner and understand that failure to do so may delay action on your application.

PRC strongly encourages all project team members to read the Design-Build Best Practices Guidelines as developed by CPARB, and attend any relevant applicable training. If the PRC approves your request to use the DB contracting procedure, you also understand that: (1) your organization is required to participate in brief, state-sponsored surveys at the beginning and the end of your approved project; and (2) the data collected in these surveys will be used in a study by the state to evaluate the effectiveness of the DB process. You also agree that your organization will complete these surveys within the time required by CPARB.

I have carefully reviewed the information provided and attest that this is a complete, correct and true application.

Signature: 

Name: Steve M. Worley, P.E.

Title: Public Works Director

Date: May 20th, 2021

ATTACHMENT A
Project Organizational Chart



CITY OF PASCO ZONE 3 RESERVOIR STORAGE TANK PROJECT ORGANIZATIONAL CHART

Dave Zabell
Pasco City Manager

Robynne Thaxton (Parkinson)
JD, FDBIA DB Legal Counsel
Thaxton Parkinson, PLLC

D-B RFQ/RFP - 10%
Design - On-call
Construction - On-call

Steve Worley, PE
Project Director
Director of Public Works

D-B RFQ/RFP - 10%
Design - 10%
Construction - 10%

Project Committee
Maria Serra, PE CIP Manager - Design Advisor
Kent McCue, Construction Manager - Construction Advisor

On-call for all Services

Matt Walker, AIA, DBIA
Principal-in-Charge/Advisor
Hill International, Inc.

D-B RFQ/RFP - 10%
Design - 5%
Construction - 5%

Becky Blankenship, DBIA
Project Manager
Hill International, Inc.

D-B RFQ/RFP - 90%
Design - 90%
Construction - 50%

Brittany Whitfield, PE
Senior Engineer
City of Pasco

D-B RFQ/RFP - 50%
Design - 50%
Construction - 75%

Lorraine Mead, DBIA
Scheduler
Hill International, Inc.

D-B RFQ/RFP - 10%
Design - 10%
Construction - 15%

Patrick McChord, DBIA
Senior Estimator
Hill International, Inc.

D-B RFQ/RFP - 10%
Design - 10%
Construction - 15%

Debbie Selzer
Document Controls Specialist
Hill International, Inc.

D-B RFQ/RFP - 10%
Design - 10%
Construction - 15%

ATTACHMENT B
Project Team Alternative Delivery Experience

ATTACHMENT B
CITY OF PASCO
D-B PROJECT APPLICATION

CITY OF PASCO PROJECT MANAGEMENT TEAM PUBLIC WORKS ALTERNATIVE CONTRACT EXPERIENCE									
Name	Summary of Experience	Project Names	Project Size	Project Type	Role during Project Phases			Role Start	Role Finish
					Planning	Design	Construct		
Brittany Whitfield, PE Senior Engineer	Serves as the City Project Manager for the Zone 3 Reservoir Storage Tank project; 16+ years experience in water/wastewater mechanical process system design, construction and project management, facility commissioning and startup, 1.5 years experience supporting alternate construction contract methods.	Pierce County Chambers Creek Regional Wastewater Treatment Plant Expansion	\$342M, 45 MGD	GC/CM	NA	NA	PM/Resident Engineer	Feb-14	Oct-15
Hill International, Inc Project Management Team Recent/Relevant Alternate Contract Delivery Experience									
Matthew J. Walker AIA, CCM, DBIA	Serves as Principal-in-Charge/Design-Build Advisor for the Zone 3 Reservoir Storage Tank project; 30 years experience in architecture, PM/CM and 14 years of experience with WA State public works alternate construction contract methods	Spokane U.S. Pavilion	\$20.5M, 70K SF	PDB	PM	PM	PM	Jul-19	Oct-19
		Spokane Public Library Bond Projects		GC/CM	PM	PM	PM		
		SPFD Sportsplex	\$27M, 100K SF	D-B	PM			Aug-16	Present
		City of Richland, City Hall	\$16M, 44K SF	PDB	PM	PM	PM	May-16	Jul-19
		City of Richland Fire Station #74	\$3.5M, 12K SF	D-B	PM	PM	PM	Mar-14	Jun-15
		Spokane Public Facilities District Convention Center Completion	\$55M, 90K SF	D-B	PM	PM	PM	Oct-12	Feb-15
		GSA Region 10 - Thomas S. Foley US Courthouse Modernization	\$45M, 301K SF	D-B	Architect Coordinator	Architect Coordinator	Architect Coordinator	Jul-09	Aug-12
		Wellpinit High/Middle School Modernization	\$17.8M, 54K SF	GC/CM	CM	CM	CM	Apr-10	Oct-12
	Spokane Public Facilities District Convention Center Expansion	\$90M, 160K SF	GC/CM	PM	PM	PM	Oct-02	Dec-06	
Becky Blankenship Assoc. AIA, DBIA	Serves as the Project Manager for the Zone 3 Reservoir Storage Tank project, 30 years experience in civil engineering, architecture and construction, PM/CM, and providing public works program support for traditional and alternate delivery methods	Richland City Hall	\$18M, 44K SF	PDB	PM	PM	PM	Jul-16	Oct-17
		WSU Tri-Cities Student Union	\$4M, 9.6K SF	D-B	PM	PM	PM	Sep-15	Jun-17
		Fire Station #74	\$3.4M, 12K SF	PDB	PM	PM	PM	Jun-14	Jun-16
		Gonzaga University John G. Hemmingson Center	\$52M, 169K SF	D-B	NA	PM	PM	Jun-12	Apr-14
		Spokane Central Service Center	\$15.6M, 57K SF	D-B	PM	PM	NA	Aug-13	Apr-14
Lorraine Mead PE, LEED AP, DBIA	Serves as the Scheduler for the Zone 3 Reservoir Storage Tank project; 30+ years experience in PM/CM, project controls and scheduling	Spokane U.S. Pavilion	\$20.5M, 70K SF	PDB		CM	CM	Jan-18	Oct-19
		WSU, Wine Science Center	\$23.2M, 40K SF	DB	CM	CM	CM	May-12	Jan-14
		Wenatchee School District No. 246, Washington Elementary School	\$29.5M, 72K SF	GC/CM	Scheduler	Scheduler	Scheduler	Jul-14	Nov-16
		Wenatchee School District No. 246, Early Childhood Learning Center	\$6.1M, 19K SF	GC/CM	Scheduler	Scheduler	Scheduler	Jul-14	Oct-16
		Paschal Sherman Indian School	\$16.5M	DB	Scheduler	Scheduler	Scheduler	Jan-02	Jan-05
Patrick McCord Assoc. DBIA	Serves as Senior Estimator for the Zone 3 Reservoir Storage Tank project; 29 years experience with public works and negotiated private construction experience; served as PM for general contractor	Tallgrass Prairie Admin and Visitor Center	\$45M, 8.5K SF	DB	CM	CM	CM	Aug-11	May-12
		Morrow County Administrative Building	\$6.8M, 24K SF	PDB	PM/CM			Aug-19	Present
		City of Richland, City Hall	\$16M, 44K SF	PDB		CM	CM	May-16	Jul-19
		City of Airway Heights, Recreation Center	\$14.6M, 40K SF	PDB	PM/CM	PM/CM	PM/CM	Nov-16	Aug-19
		Spokane Public Facilities District Convention Center Completion	\$55M, 90K SF	D-B		CM	CM	Oct-12	Feb-15
		Wenatchee School District No. 246, Washington Elementary School	\$29.5M, 72K SF	GC/CM		CM	CM	Jul-14	Nov-16
	Wenatchee School District No. 246, Early Childhood Learning Center	\$6.1M, 19K, SF	GC/CM		CM	CM	Jul-14	Oct-16	

ATTACHMENT C
Construction History Matrix



ATTACHMENT C
City of Pasco - Construction History

CITY OF PASCO CONSTRUCTION HISTORY													
No.	Project Name	Project Description	Total Project Cost	Delivery Method	Lead Design Firm	General Contractor or DB	Planned Start	Actual Start	Planned Finish	Actual Finish	Construction or DB Planned Budget	Construction or DB Actual Budget	Reason for Budget or schedule overrun
1	PWRF Irrigation Pump Station	The Irrigation Pump Station (IPS) is a critical component to the operation of the Process Water Reuse Facility (PWRF). The purpose of the IPS is to pump partially treated wastewater from the PWRF storage/detention ponds to the City-owned farm fields for reuse and finishing (final treatment).	\$ 9,000,915.78	DBB	PACE Engineers	Apollo, Inc.	Fall 2019	Nov-19	Summer 2020	Nov-2020 (substantial completion)	\$ 8,048,615.76	\$ 8,647,015.18	Change order to accommodate longevity concerns of equipment and infrastructure missed during design, and operational needs. Substantial completion is issued, punchlist items are underway.
2	Pearl Street Lift Station	Construction of new lift station for replacement of the Pearl Street Lift Station and related appurtenances	\$ 1,433,526.32	DBB	HDR Engineering, Inc.	C&E Trenching, LLC.	Spring 2020	Jul-20	Fall 2020	Dec-20	\$ 982,721.40	\$ 982,922.31	Change order for modifications to specified manhole. Delay due to long-lead items.
4	Foster Wells Force Main	Construction of approximately 18,360 LF of HDPE, DR 11, 20-inch diam. (IPS) Forcemain including prefabricated bends, air vacuum valve assemblies, connection to existing Foster Wells Pump Station and existing PWRF facility. This project also includes approximately 300 feet of horizontal directional drilling under State Highway 395.	\$ 4,785,106.94	DBB	PACE Engineers	C&E Trenching, LLC.	Summer 2019	Aug-19	Spring 2020	Aug-20	\$ 4,768,614.05	\$ 4,421,388.90	Delay caused by WSDOT permit issuance and easement access coordination.
5	Chapel Hill Blvd. Extension (LID)	Construction of approximately 6,300 LF of new collector arterial roadway with associated sidewalk, trail, landscaping, potable water, irrigation, sewer, street lighting, and signal modifications. The project also involves the construction of two roundabouts. The project is located on the extension of Chapel Hill Boulevard between Road 84 and Road 68.	\$ 5,541,372.82	DBB	JF Engineering, PLLC (DKS)	Premier Excavation, Inc.	Spring 2019	May-19	Fall 2019	Aug-20	\$ 3,979,107.07	\$ 4,014,951.96	Change order to accommodate change in striping material for longevity concerns. Delay was due to winter weather.
6	Columbia East Lift Station	New pump station including cast-in-place reinforced concrete structure, immersible pumping system and appurtenances, heating and ventilation, electrical service, power distribution, in electric building with CMU block construction and metal roof.	\$ 4,881,058.27	DBB	PACE Engineers	Clearwater Construction	Fall 2018	Oct-18	Summer 2019	Apr-20	\$ 2,792,819.21	\$ 2,792,819.21	No budget overrun occurred. Substantial completion for the Project was achieved in summer of 2019, contract was extended to provide longer period of warranty on pumps, since Force main was not in place at time of completion.
7	Harris Rd Sewer Transmission Main	Installation of approx 4,000 lf of 30" PVC gravity sewer pipe with manholes, 2 trenchless borings and pavement restoration.	\$ 3,104,000.00	DBB	RH2	Culbert Construction	Spring 2019	Mar-19	summer 2019	Aug-19	\$ 2,412,115.89	\$ 2,608,360.45	Contract change order approved to facilitate FCID boring for crossing of existing irrigation line before irrigation season began. No delays occurred.
8	Oregon Ave Improvements, Ph 1	Roadway widening, addition of new traffic signal, updates to existing traffic signals, addition of sidewalks, curb and gutter, ADA ramps, access management median curbing, illumination, stormwater.	\$ 8,736,702.94	DBB	CH2MHill	Culbert Construction	Summer 2017	Apr-18	Summer 2018	Jul-19	\$ 6,898,384.05	\$ 6,898,384.05	No budget overrun occurred. Delays were attributed to right-of-way acquisition difficulties



ATTACHMENT C
City of Pasco - Construction History

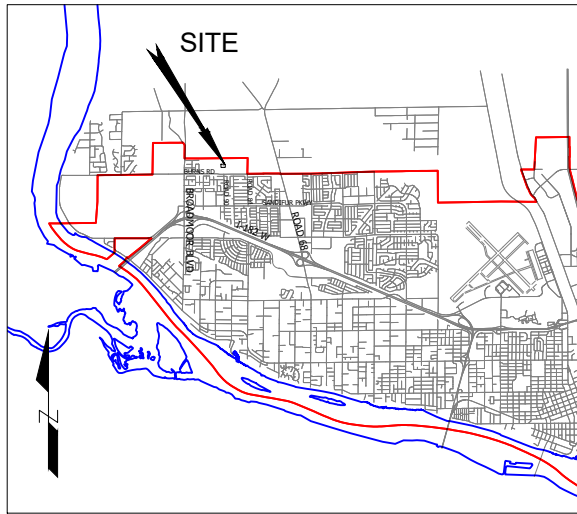
CITY OF PASCO CONSTRUCTION HISTORY													
No.	Project Name	Project Description	Total Project Cost	Delivery Method	Lead Design Firm	General Contractor or DB	Planned Start	Actual Start	Planned Finish	Actual Finish	Construction or DB Planned Budget	Construction or DB Actual Budget	Reason for Budget or schedule overrun
9	Columbia Water Supply Project	New raw water intake pump station including installation of two stainless steel intake screens, single story building with a 30-foot diameter concrete wetwell approximately 85-feet deep, two 250-hp line shaft vertical turbine pumps, and approximately 700 LF of 30-inch pipe to supply the West Pasco Water Treatment Plant.	\$ 9,786,897.57	DBB	Murraysmith	Apollo, Inc.	Winter 2013	Mar-17	Winter 2018	Jan-19	\$ 7,696,482.00	\$ 7,784,119.00	Project design started in 2013 and construction was anticipated to begin in 2014. As design progressed it was clear that JARPA permitting and easement acquisition from state agencies would delay advertising of the project for bid until late 2016. This project was later affected by Government shut down, jeopardizing the awarded State funding.
10	20th Avenue Safety Improvements	This project involves traffic signal upgrades, installation of countdown pedestrian signal heads, installation of access management median curbing, installation of two pedestrian hybrid beacons, widening of a section of a roadway, and other work	\$ 2,407,369.28	DBB	In-House Staff	Moreno & Nelson Construction Corp.	Spring 2017	Apr-17	Summer 2017	Jan-18	\$ 2,002,384.50	\$ 1,970,894.59	Extended contract time to allow for field changes on various intersections.
11	East Side Booster Station	Expansion of existing facility to include replacement of existing diesel engine fire pump with 2 new electric motor driven pumps equipped with VFDs, install of a suction pipe gallery, a dedicated discharge pipe.	\$ 1,183,371.10	DBB	RH2	Big D's Construction	Summer 2016	Jun-16	Summer 2017	Jan-18	\$ 807,799.07	\$ 843,523.97	Change orders accommodated minor scada and controls changes to the design identified during construction.
12	Oregon Ave Waterline	Installation of 7,300 lf of 16" DI water main in Oregon Ave, deactivate existing water main, replace existing services, hydrants and crossings.	\$ 1,515,769.44	DBB	In-House Staff	Big D's Construction	Spring 2016	Mar-16	Spring 2017	Sep-17	\$ 1,091,826.93	\$ 1,203,014.35	Change order to include fire hydrant replacement to meet new City standards. Delay due to unforeseen conditions found on site.
13	Primary Clarifier Upgrade	Installation of new primary clarifiers, new primary sludge pumping room, new scum pump station, modifications to existing headworks channel, and associated mechanical, electrical, instrumentation, yard piping, and other site work.	\$ 5,741,277.00	DBB	HDR	Clearwater Construction	Fall 2015	Sep-15	Winter 2016	Dec-16	\$ 4,789,689.96	\$ 4,789,689.96	N/A - No budget overrun occurred.
14	Rd 68 Improvements Ph 2 / Interconnect Rd 68 Signals	Construction of access management concrete medians and concrete curbs, to include HMA removal and replacement, new signal controllers, cabinets, ADA ramps, sidewalk and driveway reconstruction; Construction of a radio signal interconnect system.	\$ 1,544,391.26	DBB	HDJ/Kittelton	Sierra Electric	Spring 2014	Jun-14	Spring 2016	Oct-16	\$ 1,111,273.08	\$ 1,231,709.53	Increase in construction cost was due to equipment specified in bid documents was discontinued by manufacturer. Only compatible equipment available at time of construction was more expensive. Delay due to long lead items.
15	Powerline Rd Improvements	Installation of 28' wide core road, with curb/gutter, from Broadmoor Blvd to Road 68.	\$ 1,417,340.00	DBB	HDJ	Big D's Construction	Fall 2014	Jan-15	Summer 2015	Sep-15	\$ 1,155,924.00	\$ 1,155,924.00	N/A - No budget overrun occurred. Delay due to weather.

NOTES:

1. This list represents most projects over \$500K built in the last 6 years by City of pasco Public Works, the total number of projects delivered is 78 between 2015-2021.
2. City of Pasco Public Works has undergone a reorganization in December 2019. This provided the opportunity for a new CIP Manager position in the department. In the last 15 months, under this new leadership, the department has advanced 18 capital projects into construction including: WWTP Improvements (\$17.9M), the Lewis Street Overpass (\$22.4M), a 5-mile Industrial Wastewater Dual Force Main (\$6M), and a Sewer trunk line extension LID (\$3.5M) among other projects. Pasco's ability to deliver project has increased significantly, including projects with alternative delivery methods.

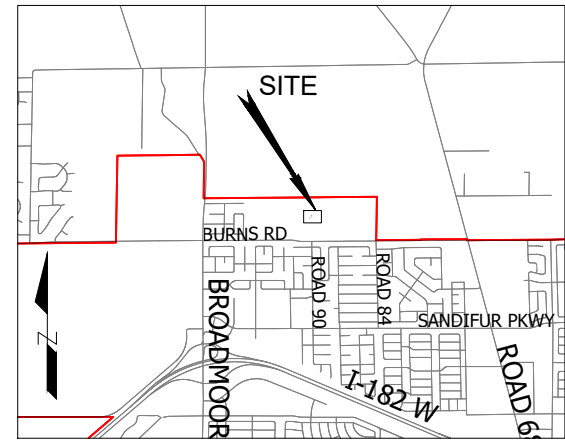
ATTACHMENT D
Project Concept Plan and Sketches

ZONE 3 RESERVOIR STORAGE TANK

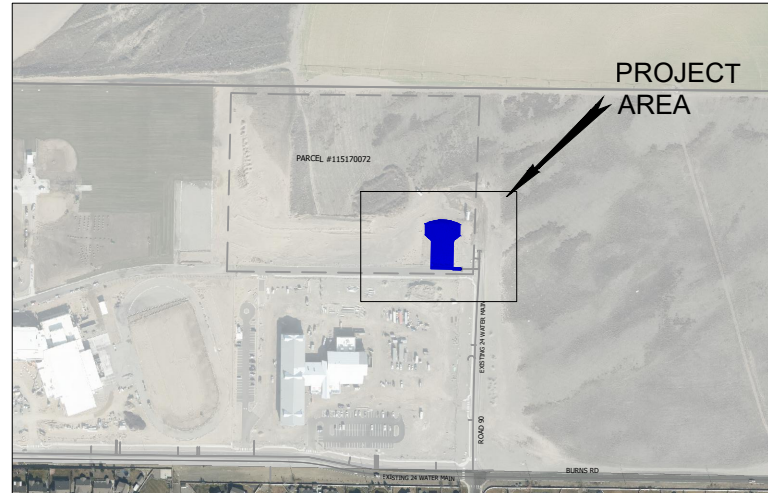


LOCATION MAP-CITY OF PASCO
NTS

LOCATED IN THE CITY OF PASCO, FRANKLIN COUNTY,
WASHINGTON, WITHIN SECTION 5, TOWNSHIP 9
NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN



VICINITY MAP
NTS



PROJECT LIMITS

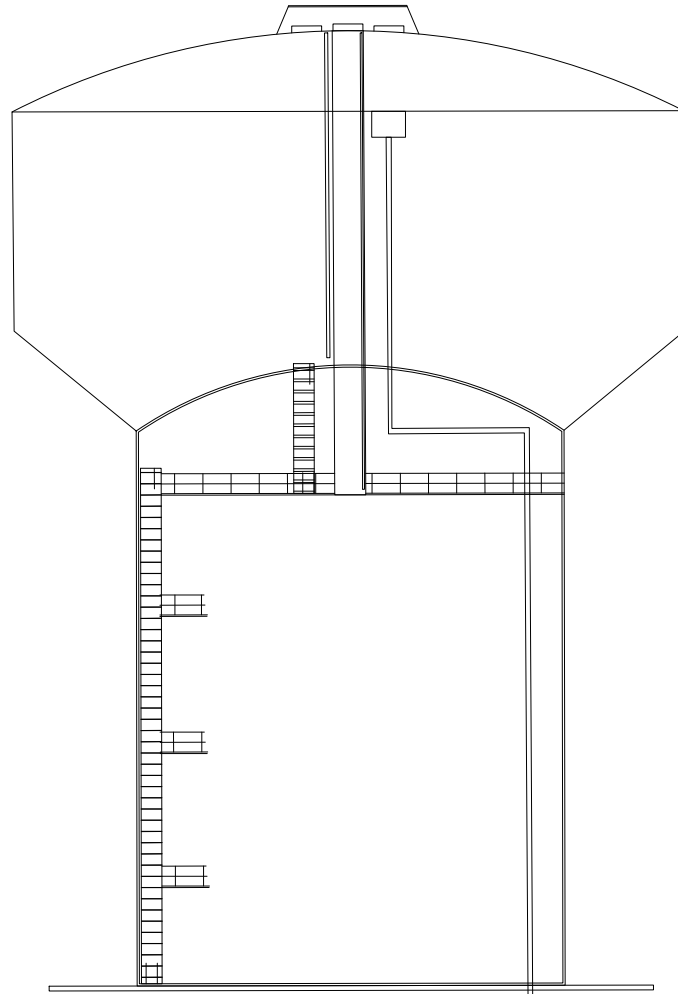
ZONE 3 RESERVOIR
STORAGE TANK

CITY OF PASCO



SHEET 1 OF 3

DATE: 05/18/2021



ZONE 3 RESERVOIR
STORAGE TANK

CITY OF PASCO
CONCEPTUAL DESIGN



SHEET 3 OF 3

DATE: 05/18/2021

City of Pasco Zone 3 Reservoir Storage Tank



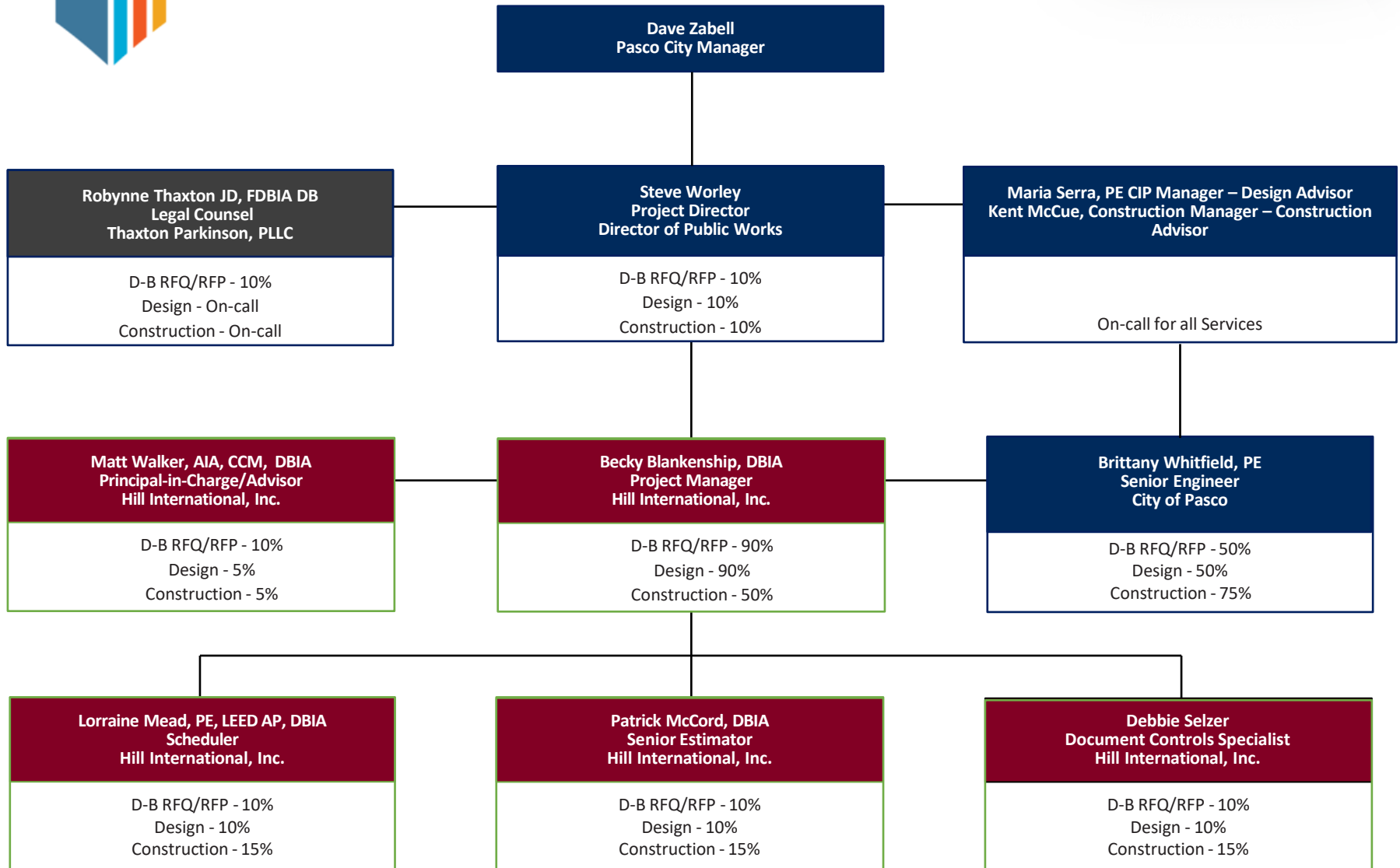
City of
Pasco
Washington

Project Review Committee | Project Approval
June 24, 2021





CITY OF PASCO ZONE 3 RESERVOIR STORAGE TANK ORGANIZATIONAL CHART



Zone 3 Reservoir Storage Tank

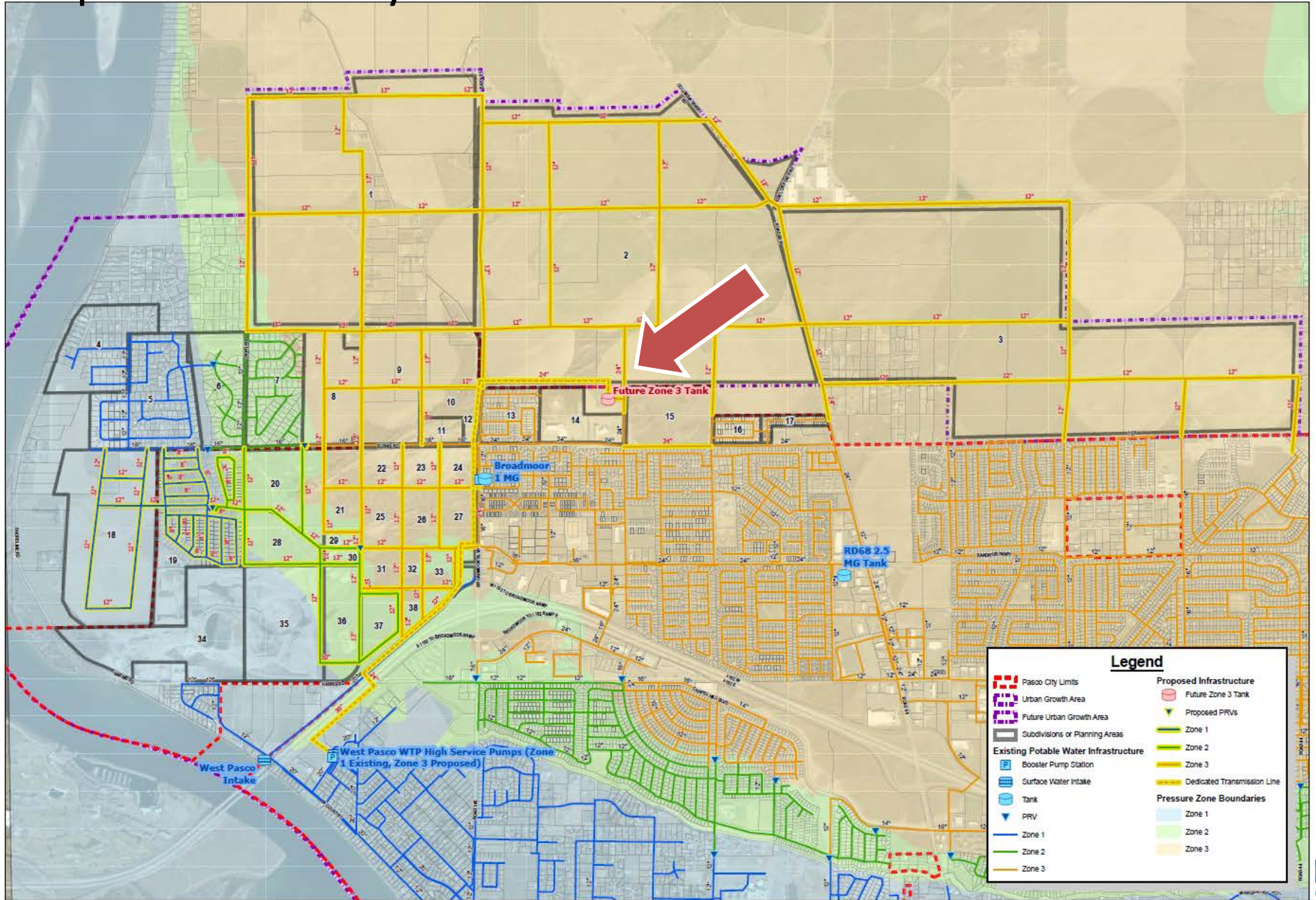
Project Overview

- **Proposed 3.5 MG potable water, elevated reservoir**
 - Current regional water distribution – serves 73,000 residents
 - Population projected to nearly double in next 20 years
 - Current combined storage capacity deficit of ~4.31MG
 - Potential 0.5MG increase in demand from new industrial customer
 - Deficit projected to increase to 4.96MG in 2023
 - Most immediate water storage need is within Zone 3
 - Scope includes land acquisition, reservoir design/construction
 - Increases system resiliency
 - Addresses a current system deficiency
 - Contributes to reliable water service for current/future ratepayers
 - Supports economic development

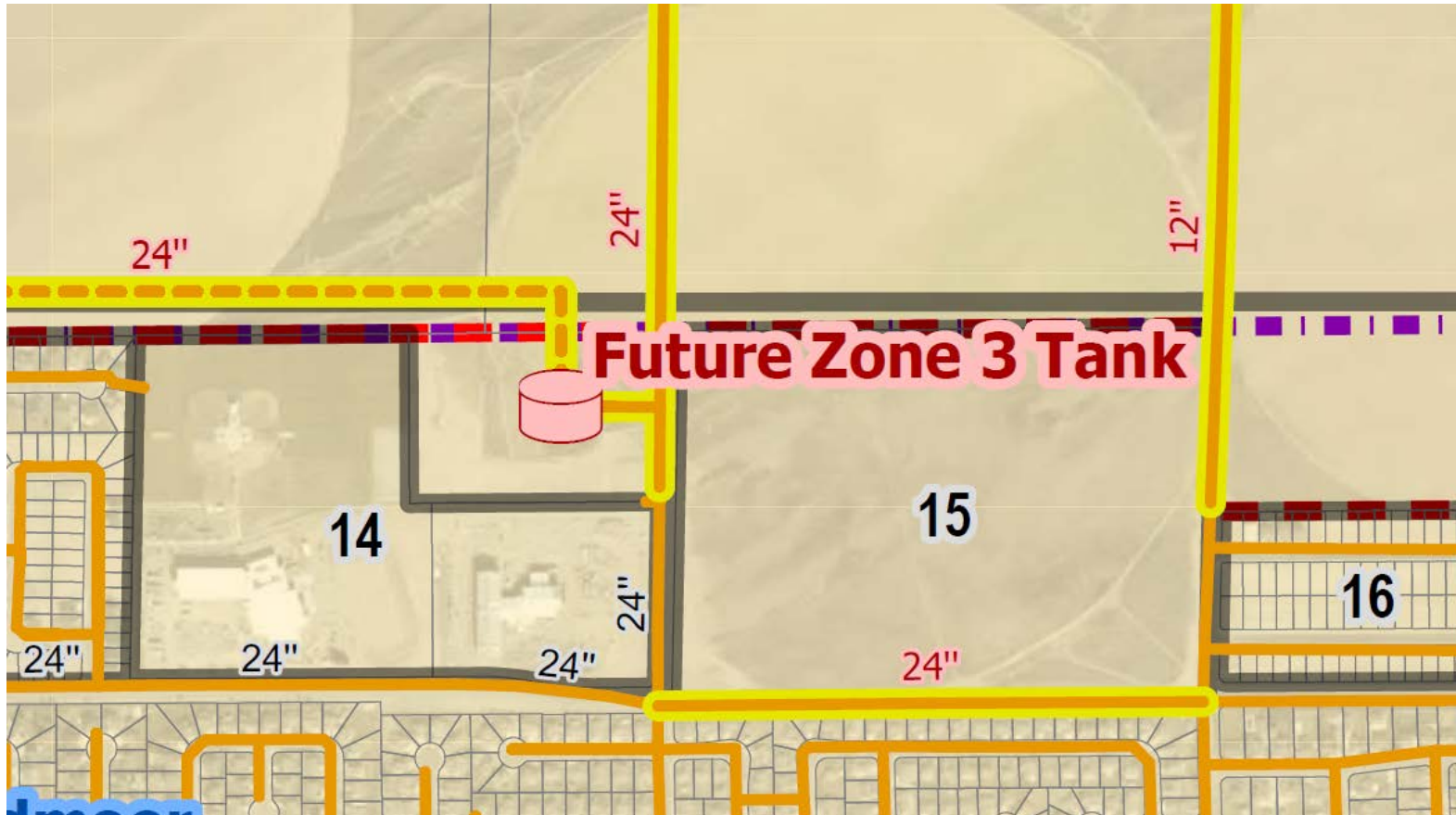
Zone 3 Reservoir Storage Tank Project Overview



Zone 3 Reservoir Storage Tank Proposed water System Plan



Zone 3 Reservoir Storage Tank Project Overview



Zone 3 Reservoir Storage Tank Preliminary Project Budget

Professional Services	\$ 650,000
Construction Cost	\$ 9,490,000
Contract Admin/Other	\$ 1,060,000
<u>Other Related Project Expenses</u>	<u>\$ 500,000</u>
Total Project Cost	\$ 11,700,000

Zone 3 Reservoir Storage Tank Preliminary Project Schedule

- **D-B RFQ Advertisement** Jun 25, 2021
- **D-B SOQs Due** Jul 29, 2021
- **Announce Shortlist** Aug 13, 2021
- **Issue RFP** Aug 18, 2021
- **Proposal Due** Sept 30, 2021
- **DB Team Interviews** Week of Oct 4, 2021
- **Selection of DB Team** Week of Oct 25, 2021
- **NTP/Design Phase** Nov 15, 2021
- **Validation/Set GMP** Nov 2021 - Mar 2022
- **Phase 2/Construction NTP** Mar 21, 2022
- **Substantial Completion** Jun 30, 2023

Zone 3 Reservoir Storage Tank Procurement Approach

- **Request for Qualifications**
 - Successful Experience w/Projects of Similar Scope and Complexity
 - Team Organization
 - Experience developing GMP collaboratively with Owner
 - Shortlist no more than three finalists
 - History in soliciting and/or utilizing OMWBE subcontractors
 - Include draft contract
- **Request for Proposal**
 - Management approach specific to the project
 - Innovation and Problem Solving
 - Interactive Proprietary Meetings
 - Statutorily required evaluation factors, SBE/DBE inclusion plan
 - Price related factor: Fee
 - \$5,000 honorarium
 - Limited required proposal submittals
 - Consistent with other projects

Zone 3 Reservoir Storage Tank

OMWBE Inclusion Strategy

- **Outreach to industry organizations (AGC, ASCE, etc.), encourage participation of OMWBE Certified & small businesses**
- **RFQ: past performance of utilization of OMWBE Certified Businesses**
- **RFP: Inclusion Plan for Certified & small businesses, included in scoring criteria**

Zone 3 Reservoir Storage Tank

Benefits of Design-Build Delivery

RCW 39.10.300(1)(b) “Greater Innovation or efficiencies between the designer and the builder”

- Maximum possibility for coordination of design and construction phasing to provide greatest project value, cost efficiency, and design for a water storage reservoir with above average capacity and unique structural requirements.

RCW 39.10.300 (1)(c) “significant savings in project delivery time”

- Progressive Design-Build is the fastest delivery method. Starting construction work prior to completion of design results in a significantly reduced schedule.
- An earlier completion date for the Zone 3 Reservoir Water Storage project will avert the water shortage projected in 2023 for the Zone 3 area. This is critical for serving the critical needs of the Pasco community as soon as possible.

RCW 39.10.280(2)(a) “Substantial Fiscal Benefit”

- The budget is limited to fit within the City’s project budget. The Design-Builder will be required to design within that budget.
- The Design-Builder’s involvement in the development of the scope shifts more risk of the performance of the project to the design-build team.

Zone 3 Reservoir Storage Tank

Additional Questions

QUESTION

Has a site been identified?

QUESTION

Have negotiations begun and to what extent have you allowed for this acquisition in the project schedule?

QUESTION

Do you anticipate the PDB to be involved in the land acquisition process?

Open Discussion

Thank You!



ADDENDUM NO. 1

**Owner's Representative & Construction Management
Services for Zone 3 Storage Reservoir
Progressive Design-Build Project**

(Project No. 21252)

November 17, 2021

Addendum No. 1 Acknowledgement Page

This addendum includes:

- 2 - 8 ½ x 11" Acknowledgement Pages
- 1 - 8 ½ x 11" Consultant Questions & Answers (Clarifications)

3 - Total Sheets

The following addendum is hereby issued and made a part of the Request for Qualifications for the **Owner's Representative & Construction Management Services for Zone 3 Storage Reservoir Progressive Design-Build Project** solicitation.

No signed return copy of this Addendum is necessary.



The RFQ Schedule has NOT changed.

Submittals remain are STILL due on:

Wednesday, December 2nd, 2021 at 11:00am.

This addendum will be posted to City Website only.

ITEM 1 – CONSULTANT QUESTION AND ANSWER (CLARIFICATIONS):

Question 1:

While reviewing this RFQ I noticed that Page 12 of 13 jumps right to Page A-1. Is there a Page 13 of 13? I want to be sure we're not missing any information.

Answer to Question 1:

There is not a page thirteen (13). This was an error. The main body of the RFQ should only have twelve (12) pages prior to Appendix A.

Question 2:

Section 3.2, item 3 of the RFQ states a minimum of 10 years' experience in providing Construction Management services specifically related to municipal water utility projects. Could this experience requirement be modified to a shorter duration to allow for a broader range of qualified consultants who do not have as much experience specific to municipal water projects?

Answer to Question 2:

The City acknowledges this is an extensive minimum experience requirement for CM services and has changed this to a minimum of 5 years. Please note that this experience requirement applies only to the PM/CM personnel being proposed in the Consultant's SOQ.



ADDENDUM NO. 2

**Owner's Representative & Construction Management
Services for Zone 3 Storage Reservoir
Progressive Design-Build Project**

(Project No. 21252)

November 17, 2021

Addendum No. 2 Acknowledgement Page

This addendum includes:

- 2 - 8 ½ x 11" Acknowledgement Pages
- 1 - 8 ½ x 11" Consultant Questions & Answers (Clarifications)

3 - Total Sheets

The following addendum is hereby issued and made a part of the Request for Qualifications for the **Owner's Representative & Construction Management Services for Zone 3 Storage Reservoir Progressive Design-Build Project** solicitation.

No signed return copy of this Addendum is necessary.



The RFQ Schedule has CHANGED.

Submittals are NOW due on:

Wednesday, December 9th, 2021 at 11:00am.

This addendum will be posted to City Website only.



ITEM 1 – CONSULTANT QUESTION AND ANSWER (CLARIFICATIONS):

Question 1:

Our team is interested in pursuing the opportunity for the Owner’s Representative & Construction Management Services for Zone 3 Storage Reservoir Progressive Design-Build Project. Due to the revised qualifications identified in Addendum 1 and the forthcoming holiday week, our team is requesting the City extend the due date to December 9, 2021. An extension of the due date would allow all proposing teams to present qualifications to the City more completely. Would the City consider this request?

Answer to Question 1:

Yes, the City will consider this request and approves the proposed due date extension to December 9, 2021.



ADDENDUM NO. 3

**Owner's Representative & Construction Management
Services for Zone 3 Storage Reservoir
Progressive Design-Build Project**

(Project No. 21252)

November 17, 2021

Addendum No. 3 Acknowledgement Page

This addendum includes:

- 2 - 8 ½ x 11" Acknowledgement Pages
- 1 - 8 ½ x 11" Consultant Questions & Answers (Clarifications)

3 - Total Sheets

The following addendum is hereby issued and made a part of the Request for Qualifications for the **Owner's Representative & Construction Management Services for Zone 3 Storage Reservoir Progressive Design-Build Project** solicitation.

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The RFQ Schedule has CHANGED.

Submittals are NOW due on:

Thursday, December 9th, 2021 at 11:00am.

This addendum will be posted to City Website only.



ITEM 1 – CONSULTANT QUESTION AND ANSWER (CLARIFICATIONS):

Question 1:

I just want to clarify that the due date is now Thursday, December 9th, not Wednesday.

Answer to Question 1:

Yes, that is correct. It is due THURSDAY, December 9th, 2021 at 11:00am.

- *The day of the week was posted incorrectly.*
