



**PORT OF TACOMA**  
**REQUEST FOR QUALIFICATIONS**  
**No. 069963**

**On-Call SEPA, NEPA and  
Environmental Permitting Services**

Issued by Port of Tacoma  
One Sitcum Plaza  
P.O. Box 1837  
Tacoma, WA 98401-1837

RFQ Information	
Main Contact:	Georgette Reidburn, Procurement Department
Email Address:	<a href="mailto:procurement@portoftacoma.com">procurement@portoftacoma.com</a>
Submittal Date:	<b>AUGUST 28, 2014 @ 3:00 PM</b>

*Please submit all correspondence and proposals via e-mail directly to the procurement contact listed above and include in the subject line: 'On-Call SEPA, NEPA and Environmental Permitting Services'*

**PORT OF TACOMA**  
**Request for Qualifications (RFQ) No. 069963**  
**On-Call SEPA, NEPA and Environmental Permitting Services**

The Port of Tacoma (Port) is soliciting Statements of Qualifications (SOQs) from firms interested in providing professional consulting services to assist the Port in complying with State Environmental Policy Act (SEPA), the National Environmental Policy Act (NEPA) requirements and associated environmental permit application requirements.

**A. CONTRACT DESCRIPTION**

The Port will select up to two teams per scope category and issue contract(s) based upon qualifications received. Following successful negotiation of rates and fees, the Port will execute the initial contract in the amount of up to \$200,000; the contract amount may be increased to meet ongoing needs of the Port for the services requested.

The contract period of performance will extend for 36 months from the date of contract execution, or until the amount of the contract has been reached, whichever occurs first. At the sole option of the Port, the contract may be extended until all task orders executed within the first 36 months are completed to the acceptance of the Port, however long that time period may be. The Port does not guarantee utilization of this contract or a specific amount of work.

The Port will issue a request for a proposal for each task order which will define the work being requested. The Consultant will be expected to meet with the Port to discuss new tasks being issued under this contract and then submit a fee proposal and schedule to the Port. Task Orders issued under this contract have an upper dollar limit of \$150,000 unless the task is a part of a defined Port Program and in any case, no singular task order or cumulative task orders will be issued in excess of the not to exceed contract amount.

Attachment A – Instructions for Proposing

Attachment B – Sample Professional Services Agreement

Attachment C – Standard Terms and Conditions

Attachment D – Project Terms and Conditions

Attachment E – On-Call Terms and Conditions

Attachment F – Sample Rate Sheet

\* By submitting a Statement of Qualifications (SOQ), the Proposer represents that it has carefully read all attachments. Proposers shall identify all concerns and any proposed revisions to the Agreement language, terms, or conditions shall be identified in writing at the time of submittal.

## **B. SCOPE OF SERVICES**

The primary focus of this contract is to provide the studies, analyses, and other documentation needed to complete the SEPA and NEPA processes and environmental permit application requirements for future Port development, maintenance, or other construction projects.

Services to be provided under this contract are listed under the following TWO CATEGORIES which may be contracted separately. Teams shall clearly state in the cover letter which category (A. Limited Scope of Services for In-Water Work or B. Full Scope of Services) the team is submitting qualifications for.

### **Category A – Limited In-Water Work Scope:**

The Category “A” Scope of Services may include, but is not limited to, the following tasks:

- SEPA/NEPA studies, analyses, and documentation
- Joint Aquatic Resources Permit Applications (JARPAs) in support of:
  - US Army Corps of Engineers Section 404 and Section 10 permits
  - Clean Water Act Section 401 water quality certifications and coastal zone management act consistency
  - Hydraulic Project Approvals (HPA)
  - Endangered Species Act compliance, marine mammal protection act, and marine mammal monitoring
  - Biological assessments or evaluations
  - Shoreline substantial development permits
  - Wetland, aquatic, and critical areas permits including, aquatic habitat evaluation, delineation, and mitigation measures
- Additional other miscellaneous tasks generally associated with the tasks outlined above.

### **Category B – Full Scope of Services:**

The Category “B” Scope of Services may include, but is not limited to, the following tasks:

- **All Items listed above, under Category “A” and the following:**
  - Non-wetland/marine Critical areas permits
  - Transportation and traffic data collection, analysis, and modeling (rail, road, and marine)
  - Transportation/traffic mitigation measures
  - Dredge material management program implementation (planning, analysis, reporting, management, etc.)
  - Geologic, hydrogeologic, and geotechnical evaluation

- Site and material characterization (site assessment, soil or water quality investigation, waste material characterization, etc.)
- Hazardous building materials survey and support
- Air emissions estimates and modeling and other support
- Socio-economic impact analysis, including housing, jobs, and related public services
- Historic, archeological, and cultural preservation including surveys, plans, reports, negotiation support, on-site monitoring and inadvertent discovery support
- Updates and analysis of environmental regulatory changes or proposals for modification
- Stormwater analysis, engineering, and support
- Training to Port personnel on environmental regulations, permit development strategies, compliance issues, and other areas of interest.
- Conceptual and Strategic planning for permitting and SEPA/NEPA compliance where multiple agencies and stakeholders are involved.
- Land use and conceptual site planning support
- Outreach planning and assistance to inform and engage stakeholders in appropriate steps of the permitting and environmental review process.
- Additional other miscellaneous permitting and environmental support tasks generally associated SEPA and NEPA processes and environmental permit application requirements or in support of the Port's Environmental Programs.

### **C. QUALIFICATION ELEMENTS & EVALUATION CRITERIA:**

Submittals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the proposing team (to include the key team members including prime and major subconsultants who will be providing the requested services) and the team's ability to meet the requirements of this RFQ. Emphasis will be on technical competence and completeness of content. The written SOQ should be prepared in the sequential order as outlined below.

Each SOQ is limited to 12 numbered (single-sided) pages (8 ½ by 11 inch) excluding the cover page (limited to one single-sided page), cover letter (limited to 2 single-sided pages) and appendices. All pages shall be in portrait orientation with 1 inch margins. Font size shall be 11 point or larger. If charts and/or graphs are utilized, text must be no smaller than 9 point font. The SOQ shall be submitted as an Adobe Reader compatible (PDF) file. Submittals that do not follow this format may be rejected.

Cover letter shall include the firm submitting and the name, title, email address, phone number and address of the submitting's team main contact and include the following information:

- **RFQ Scope Category (A or B) submitting the Qualifications packet for**

- Describe any claim submitted by any client against the prime firm within the past two years related to the professional services provided by the firm or its key personnel. For purposes of this request, “claim” means a sum of money in dispute in excess of 10% of the firm’s fee for the services provided.
- Any real or perceived conflicts of interests, inclusive of the prime, subconsultants and key staff members.

SOQs are to address, and will be evaluated upon, the following criteria:

1. Experience, Qualifications, & Past Performance.....45 PTS

Proposal Elements:

In a narrative, identify the team (to include working titles, degrees, certificates and licenses), describe the roles and responsibility of each team member, and why each team member is critical to the success of the overall contract. Describe the team’s experience and capacity for providing the services being requested. Describe how team members meet or exceed the preferred experience being requested in this RFQ.

- Provide an organizational chart demonstrating the relationships and hierarchy of the team described above. Identify individuals by name, position, discipline and firm. Identify key back up personnel.
- Resumes of the team members may be included as an appendix. Resumes are to be limited to one single-sided, letter-size page for each team member. Resumes exceeding this limit will not be reviewed. The resume is supplemental information and is in addition to the information requested in the SOQ.
- Include a list of, at a minimum, five (5) recent contracts/projects in the last ten years, to include a point of contact, contact information (phone and email), and brief description, for services relevant to the items listed in the Scope of Services as performed by the team members. For project references that were not contracted by a firm or the proposal team, identify the firm that was contracted to complete the project, the applicable team members with experience on the reference project, and what the applicable team member’s role for the reference project was for the referenced project. Only projects completed by team members of the project team will be considered. Supplemental project information may be included as part of the appendix.

The Port will evaluate:

- The team’s capacity and ability to provide the Port with the required services detailed in the Scope of Services. Proposers shall be able to demonstrate a thorough understanding of the Port’s needs and the services to be provided in order to fully staff, manage and complete the work.
- The experience, technical competence, and qualifications of the team, including each member’s specific role and responsibility proposed for this project and their past experience and expertise in the areas for which they are proposed.

2. Project Approach Narrative.....45 PTS

Proposal Elements:

Clearly describe the team's general approach, methodology and goals for accomplishing the various services outlined in Scope Category A or B as appropriate. Approach should include information on:

- General information for supporting the Port with the scope of services as outlined above, SEPA/NEPA and environmental permitting compliance, environmental review and permitting compliance. Include innovative approaches the Team has implemented with success to managed costs and schedules in the permitting process.
- Project Management: Describe how the team will manage and coordinate the necessary disciplines required to accomplish the services requested.
- Communication Plan: Project communication for each task between the team, the Port's project manager and various stakeholders on a given Task Order and for the on-call contract.
- QC/QA: Quality Control and Quality Assurance program for the requested services.

Describe the team's experience responding to and overall management of on-call/task order services and describe the firm's approach for responding to the Port's request for services.

- Provide approach for scheduling and sequencing of individual task orders and for providing simultaneous services on multiple task orders and facilitating efficient progress on each task order.
- Approach for managing multiple task budgets and approach for ensuring cumulative task budgets do not exceed the overall contract amount.

The Port will evaluate:

The project team's approach for providing the requested services and for providing efficient management of the on-call contract.

3. Accuracy and Completeness of the SOQ.....10 PTS

SOQs will be evaluated on the following criteria:

- Formatting, layout, and adherence to the RFQ requirements.
- Spelling and grammatical accuracy.
- Legibility of figures and chart information.
- Coherent and logical flow of written responses.

## FINAL EVALUATION PHASE (if applicable)

### 4. References.....50 PTS

Reference checks will be requested from the project list provided under 1. Experience, Qualifications, & Past Performance. Reference checks may be performed on the apparent selected team, if based directly on the SOQs received or on shortlisted teams if interviews are being requested. The Port will evaluate the reference checks to assess the team's overall performance and success of previous, similar work. Reference checks will also be utilized to validate information contained in the SOQ.

### 5. Interviews (as requested by the Port).....50 PTS

If an award is not made based on the written evaluations alone, interviews will be conducted with the top-ranked proposers. Failure to participate in the interview process will result in the Proposer's disqualification from further consideration. Specific information regarding the interview will be sent to short-listed teams.

## **PROCUREMENT PROCESS**

### **SOLICITATION TIMELINE:**

Issuance of RFQ	AUGUST 8, 2014
Last Day To Submit Questions	AUGUST 21, 2014
<b>SOQs due</b>	<b>AUGUST 28, 2014 @ 3:00 PM</b>
Short List Consultants*	SEPTEMBER 12, 2014
Interviews (if required)*	SEPTEMBER 18, 2014
Final Selection*	SEPTEMBER 22, 2014
Execute Contract(s)*	OCTOBER 10, 2014

\*Dates with an asterisk are estimated dates and are for information purposes only.

All status updates on the above solicitation timeline will be announced on the Port's [website for this solicitation](#).

### **VENDOR OBLIGATION**

Port of Tacoma Requests for Bids, Requests for Proposals and Requests for Qualifications can be accessed on the Port's website, [www.portoftacoma.com](http://www.portoftacoma.com) under 'Contracts'; Procurement.

When viewing the details page for this procurement on the Port's Website firms have the option of subscribing to the Holders List.



By subscribing to the Holders List, firms will automatically be notified when new documents or changes relating to this procurement occurs.

### **COMMUNICATION / INQUIRES**

Proposers who, relative to this scope of services, contact any individuals or Commission members representing the Port, other than the Procurement Representative listed on the RFQ may be disqualified from consideration.

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to the Procurement Department, [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com) (**Solicitation Name** in subject line).

Proposers who may have questions about provisions of these documents are to email their questions by the date listed above. The Port will respond to all written questions submitted by this deadline.

### **PRE-PROPOSAL CONFERENCE**

The Port will not conduct a pre-proposal conference for this procurement. To obtain answers to any questions or for further clarifications, submit all questions as noted above.



## **ADDENDA**

The Port may make changes to this Solicitation. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying a solicitation will be furnished in a formal, written addendum. Addenda will be posted to the Port's web site and conveyed to those potential submitters who have subscribed to the Holders List.

## **SUBMITTAL PROCESS**

SOQs must be received via email on or before the date and time outlined on the front page of this RFQ. Send your electronic submittal to:

[procurement@portoftacoma.com](mailto:procurement@portoftacoma.com).  
Name of Firm, RFQ Title (Subject Line)

Please submit one electronic copy in Adobe Acrobat PDF format, including all appendices. Submittals need to be limited to **9 MB in total email size**. It is the Consultant's responsibility to verify the receipt of the submittal. Electronic verification will be provided upon request.

**\*Late SOQs will not be accepted by the Port. SOQs received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

## **EVALUATION AND AWARD PROCESS**

An evaluation team will review the SOQs and evaluate all responses received based upon the criteria listed herein. The Port may request clarifications or additional information, if needed. A selection may be made based on the SOQ's and initial evaluation criteria alone or the firms determined to be most qualified through the initial evaluation phase will be invited in for interviews and the final determination for short listed firms will be based on reference checks and interviews.

The Port intends to select the Proposer(s) who represent the most qualified team(s) to the Port and begin the negotiation and award process based on the evaluated scores.

The selected Consultant(s) will be invited to enter into contract negotiations with the Port. Should the Port and the selected firm(s) not reach a mutual agreement, the Port will terminate negotiations and move to the next highest ranked firm and proceed with negotiations.

The Port reserves the right to accept or reject any or all information in its entirety or in part and to waive informalities and minor irregularities and to contract as the best interest of the Port may require. The Port reserves the right to reject any or all SOQs submitted as non-responsive or non-responsible.

News releases pertaining to this RFQ, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the Port.

## **COSTS BORNE BY PROPOSERS**

All costs incurred in the preparation of a SOQ and participation in this RFQ and negotiation process shall be borne by the proposing firms.

## **PUBLIC DISCLOSURE**

SOQs submitted under this Solicitation will be considered public documents and, with limited exceptions, will become public information and may be reviewed by anyone requesting the document under a Public Records Request following the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is executed between the Port and the selected Consultant.

If a firm considers any portion of its response to be protected under the law, the firm shall clearly identify each such portion with words such as “CONFIDENTIAL”, “PROPRIETARY” or “BUSINESS SECRET” on each page for which the protection is sought. If a request is made for disclosure of such portion, the Port will notify the firm of the request and allow the vendor not less than ten (10) days to seek a protective order from the Courts or other appropriate remedy and/or waive the claimed confidentiality. Unless such protective order is obtained and provided to the Port by the stated deadline, the Port will release the requested portions of the response. By submitting a response, the vendor assents to the procedure outlined in this paragraph and shall have no claim against the Port on account of actions taken under such procedure.

Attachment B



People. Partnership. Performance.

P.O. Box 1837  
Tacoma, WA 98401-1837  
www.portoftacoma.com

---

## PROFESSIONAL SERVICES AGREEMENT NO. 000000

---

PROJECT: On Call Title

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: Contract Owner PROJECT NO. Various

THIS AGREEMENT is made and entered into by and between the **Port of Tacoma** (hereinafter referred to as the "Port") and **xxCOMPANYxx** (hereinafter referred to as the "Consultant") for the furnishing of **xxTitlexx** Professional Services (hereinafter referred to as the "Project").

The Port and Consultant mutually agree as follows:

### **SCOPE OF WORK**

The Consultant will

The work will be authorized as individual Task Orders to the contract in accordance with the Supplemental Terms and Conditions.

### **DELIVERABLES**

### **ASSUMPTIONS**

### **COMPENSATION**

These services will not exceed **\$00,000.00** without prior written approval from the Port.

The length of this agreement is from the date of execution to **xxDATExx**.

This agreement is expressly conditioned upon the Standard, Project and On-Call Terms and Conditions and Rate Sheet attached to this contract. Consultant acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

Contract XXXXXX  
Project No. XXXXXX

Page 2 of 2  
August 7, 2014

**AGREED**

**PORT OF TACOMA**

**CONSULTANT (LEGAL NAME)**

By \_\_\_\_\_

Name  
Title

\_\_\_\_\_ Date

By \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Print Name

\_\_\_\_\_ Title

## **Port of Tacoma Standard Terms And Conditions Professional Services Agreement**

In consideration of the mutual covenants, obligations, and compensation to be paid by the Port to Consultant, it is agreed that:

### **1. Representatives**

The Port's Project Manager and Consultant's Representative for this Agreement are as specified. Alternate representatives may be appointed by either party with written notice to the other party.

### **2. Relationship of the Parties**

Consultant, its subconsultants and employees, is an independent Contractor. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

### **3. Conflicts of Interest**

Consultant warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. Consultant warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

### **4. Compliance with Laws**

a) Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Consultant shall obtain all professional licenses and permits required to complete the scope of work as defined.

b) The Port shall furnish Consultant with the information required by the Hazard Communication standard for materials preexisting on the project site. Consultant will ensure that this information is made available to the Consultant's personnel and subconsultants, and incorporated into the contract documents as appropriate.

### **5. Records and other Tangibles**

Until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

## **6. Ownership of Work**

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the plans, specifications, and other products prepared by the Consultant. Consultant shall not be responsible for changes made in the plans, specifications or other products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the Port's prior consent.

## **7. Disclosure**

All information developed by the Consultant and all information made available to the Consultant by the Port, and all analyses or opinions reached by the Consultant shall be confidential and shall not be disclosed by the Consultant without the written consent of the Port.

## **8. Compensation**

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the Port shall pay Consultant as specified in the Agreement.

Consultant agrees to submit timely invoices as the work progresses. Invoices that are submitted for payment 90 days or more after the work was completed are subject to non-payment.

Consultant is responsible for working within the budget as agreed. Should the Consultant incur costs beyond the not-to-exceed contract budget amount without an executed amendment to this contract, the consultant is solely responsible for the additional costs.

Invoices for services performed through December 31 of each year shall be submitted annually no later than 7th day of January. If the Consultant is unable to provide an invoice they shall advise the Port in writing with a summary of the work completed and the accrual amount to be invoiced through December 31 of that year.

## **9. Costs and Disbursements**

Consultant shall pay all costs and disbursements required for the performance of its services under this Agreement.

## **10. Standard of Care**

a) Consultant shall perform its work to conform with generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings and specifications prepared under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or omissions in such work.

b) The Port's approval of plans, drawings and specifications shall not relieve Consultant of responsibility for the adequacy or accuracy thereof. The Consultant shall remain liable for damages and costs incurred by the Port arising from the Consultant's errors, omissions or negligent performance of services furnished under this Agreement.

#### **11. Time**

Time is of the essence in the performance by the Consultant of the services required by this Agreement. The Consultant shall complete its services within the milestones set forth in the project schedule. At the end of each month the Consultant shall submit a copy of the current schedule and a written narrative description of the work accomplished, identifying scheduled milestones and the status thereof. The Consultant shall also address issues which may result in completion beyond the established schedule or budget.

#### **12. Assignability**

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the Port.

#### **13. Term of this Agreement**

The effective dates of this Agreement are as specified. This Agreement may be terminated by the Port for cause when the Port deems continuation to be detrimental to its interests or for failure of the consultant to perform the services specified in the Agreement. The Port may terminate this Agreement at any time for government convenience in which case it shall provide notice to the Consultant and reimburse the Consultant for its costs and fees incurred prior to the notice of termination.

#### **14. Disputes**

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Pierce County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney(s) fees.

#### **15. Extent of Agreement**

This Agreement represents the entire and integrated understanding between the Port and Consultant and may be amended only by written instrument signed by both the Port and Consultant.

#### **16. Prevailing Wages**

The Consultant is responsible for ensuring that all personnel performing work on the contract are paid wages in accordance with federal, state and local laws when applicable.

## **Port of Tacoma Project Terms And Conditions Professional Services Agreement**

### **1. Key Personnel**

The Consultant's key personnel, as described in the Consultant selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to in writing by the Port.

### **2. Insurance - Assumption of Risk**

- a) As a further consideration in determining compensation amounts, the Consultant shall procure and maintain, during the life of this Agreement, such commercial general liability insurance, professional liability insurance and environmental liability insurance and other insurance as required by contract for this project that shall protect Consultant and any subconsultant performing work under this Agreement from claims for damages from bodily injury, including death, resulting therefrom as well as from claims for property damage and economic damage which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultant, or anyone directly or indirectly employed by either of them.
- b) Consultant shall indemnify, defend, and hold harmless the Port, its officials, officers, agents, and employees, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the Port, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as amended.
- b) This indemnification shall extend to and include attorney's fees and the cost of establishing the right of indemnification hereunder in favor of the Port. This indemnification shall survive the termination of this Agreement.
- c) Consultant specifically assumes potential liability for actions brought by Consultant's own employees against the Port and, solely for the purpose of this indemnification and defense, Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. Consultant recognizes that this waiver was the subject of mutual negotiation.
- d) This indemnification shall extend to and include attorney's fees and the cost of establishing the right of indemnification hereunder in favor of the Port. This indemnification shall survive the termination of this Agreement.



- d) With respect to professional liability claims only, and not commercial general liability claims, Consultant agrees to indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.
- e) Consultant shall submit to the Port of Tacoma, prior to the commencement of services, certificates of insurance evidencing:
  - i) Commercial General Liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage will include: Products and Completed Operations, Contractual Liability and Personal & Advertising Injury; and
  - ii) Automobile Liability covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident; and
  - iii) Professional Liability including environmental consulting services of not less than \$1,000,000 per claim and in the aggregate. If the scope of Professional Services includes environmental testing, consulting or other such professional services, the Consultant's Professional Liability policy shall include coverage for these services. If such coverage is written on a claims-made basis, any retroactive date on the policy shall be prior to the start of this contract. Coverage shall remain in effect for the term of this Agreement plus three years. Certificates of Insurance citing the contract and project number shall be provided to the Port of Tacoma on an annual basis for each of the three years.
  - iv) Workers Compensation Insurance: Statutory Workers Compensation Insurance as required by the State of Washington.
  - v) Stop Gap/Employers Liability Insurance shall be provided with a limit of not less than \$1,000,000 per claim.
- f) All policies shall be issued by a company having an A. M. Best Financial Strength Rating of A- and Financial Size Category of VI or better. The Consultant shall be responsible for notifying the Port in writing within ten (10) days of receipt of notice of coverage being suspended, voided, cancelled or materially reduced. Except for professional liability, the Port shall be named as an additional insured on all policies by endorsement on ISO Form CG 20 10 Form B or equivalent. Except for Workers Compensation and Professional Liability, waivers of subrogation shall be provided by endorsement to all policies.

- g) Consultant is responsible for complying with the Washington State laws that pertain to industrial insurance (RCW 51) for. Consultant shall submit a current employer liability certificate as issued by the Washington Department of Labor and Industries that shows the status of Consultant's worker compensation account prior to contract execution, including those Consultants who are qualified self-insurers with the state. Consultant bears the responsibility to ensure that any out-of-state (non-Washington) employees and subconsultants have appropriate workers compensation coverage while working for the Port in Washington State. Consultant may be exempt from state worker compensation insurance requirements (RCW 51.12.020) such as if Consultant is a sole proprietor.
- h) Certain work or services under this Agreement may require Longshore and Harbor Worker's Compensation Act (33 U.S.C. §§901 et seq.) insurance coverage, coverage to comply with the Federal Employers Liability Act, or Jones Act coverage. Consultant is fully responsible for ascertaining whether or not such insurance is required. If these or any other federally required insurance coverages apply to this Agreement, the Consultant is responsible for obtaining the coverage, and/or meeting any self-insurance requirements to qualify as a self-insurer.

### 3. Payment Schedule

Consultant shall submit detailed numbered invoices in accordance with the Agreement by the 10th of the month. After a complete and correct invoice has been received by the Port, payment will be made within thirty (30) days.

All invoices shall be sent "Attention: Facilities Development". Invoices shall be emailed to [cpinvoices@portoftacoma.com](mailto:cpinvoices@portoftacoma.com). The email must include the required supporting documentation. Incomplete or improperly prepared invoices will be returned for correction without processing or payment.

### 4. Compensation

Consultant expenses will be reimbursed at cost with the exception of:

- a) Subconsultant services will be reimbursed at cost plus negotiated markup.
- b) Services provided by a third party will be reimbursed at cost.

Costs marked up by a sub-tier shall be passed through to higher tiers as a direct cost. In no case shall the mark up at any tier exceed the negotiated percentage.

Reimbursable expenses by a sub-tier shall be passed through to higher tiers as a direct cost. In no case shall markup be applied to reimbursable expenses at any level.

**Rates:** Rates are fully burdened and will remain in effect for the contract term unless renegotiated and agreed to by both parties in a written amendment.

Rates may be negotiated no more than once annually. Rate adjustments will be tied to the CPI for the Seattle, Tacoma/Bremerton area.

**Rates and Markup** are defined on Attachment F of this contract.

**Overtime:** The Port will allow overtime rates for preapproved labor categories, as required by federal law, at 1.25 times the rate when approved in advance by the Project Manager and when required by the nature of the Work. The Consultant shall submit a list of labor classifications to which overtime rates are applicable to by law.

**Local Travel:** Compensation for vehicle usage will be paid at the current Internal Revenue Service allowable mileage reimbursement rate <http://www.ofm.wa.gov/resources/travel.asp>. Out of state mileage will not be paid. Consultants who are located within 50 miles of the project site will not be reimbursed for meals, lodging or mileage.

## **5. Deliverables**

All tangible materials produced as a result of this Agreement shall be prepared as specified by the Port's Project Manager. Delivery of materials produced shall consist both of the tangible materials and one copy of any computer files used in the creation of the tangible product on CD-Rom in a PDF format or other format specified by the Port.

## **6. Security – Transportation Worker Identification Credential (TWIC)**

The requested services may require the consultant to work within a secured/restricted TWIC regulated terminal.

TWIC is a credentialing program managed by the Department of Homeland Security (DHS), through the United States Coast Guard and the Transportation Security Administration. All credentialed merchant mariners and individuals who will need unescorted access to secure areas of a maritime regulated facility or vessel must obtain a TWIC. For more information on TWIC visit [www.tsa.gov/twic](http://www.tsa.gov/twic).

The Consultant shall have a minimum of one TWIC compliant employee trained as an escort for every five workers not possessing TWIC cards working on a secured or restricted site. Each escort will be required to receive Terminal Operator provided escort training.

## **7. Existing Hazardous Material Information**

The Port shall furnish the Consultant with the information as required by the Hazard Communication standard for materials pre-existing on the Project. The Consultant is solely responsible for ensuring that this information is made available to the Consultant's personnel, subconsultants, and that relevant information is incorporated into work products including, but not limited to, reports, specifications, and contract documents.

## **8. Extent of Agreement**

In the event the Consultant identifies something that may impact the scope of work, project schedule, total price, task budget(s) or cost of performing work, the Consultant shall inform the Project Manager in writing prior to exceeding the task budget(s) and within seven (7) calendar days of the event and possible impacts to scope, schedule and cost or task budget.

The Project Manager may, at any time, by written directive require the Consultant to perform work consistent with the Agreement's scope of work; provided that this directive does not add scope or cost to the project.

Any directive shall not constitute an amendment to the Agreement nor entitle the Consultant to any additional compensation or a time adjustment.

## Port of Tacoma On-Call Terms and Conditions On-Call Professional Service Agreements

### 1. Definitions Supplementary Conditions

**Task Order** – The document that memorializes agreement between the Consultant and the Port, in accordance with the terms of the On-Call Contract. Task Orders are executed for defined work under the On-Call Contract.

**Contract Owner** - Port staff member responsible for managing the On-Call Contract and executing all Task Orders.

**Project Manager** - Port staff member responsible for managing a specific Task Order.

**Consultant Representative** – The Consultant staff member(s) delegated the authority to provide signature approval for Task Orders under the On-Call Contract.

### 2. Task Order Proposals

The Project Manager will request consultant to provide a fee proposal for a scope of work requested by the Port.

The Port will not pay for time or materials associated with development of fee proposals, unless such costs are approved by the Project Manager and Contract Owner in advance.

Task Order proposals shall be signed and submitted by the Consultant Representative to the Port's Project Manager in writing. Proposals shall include one of the following:

#### A. Lump Sum Proposal

- i) Description of Task Order scope and deliverables, including all inclusions and exclusions to the scope.
- ii) Indicate portion of total dollar amount tied to certain phases and/or specific deliverables, if requested by the Project Manager.
- iii) Total dollar amount

#### OR

#### B. Time and Materials Proposal

- i) Description of Task Order scope and deliverables.
- ii) Consultant's Personnel Titles and Rates as negotiated.
- iii) Hours per person per task.
- iv) Sub-tier consultant scope and deliverables (when applicable).
- v) Anticipated reimbursable costs.
- vi) Total proposal with Not to Exceed dollar amount.

### 3. Task Order Execution

Executed Task Orders will be issued by the Contract Owner to the Consultant.

### 4. Task Order Revision

Revisions include when the Consultant becomes aware of the potential to exceed the executed amount or when changes are requested by the Project Manager.

Consultant shall provide a revised proposal detailing all revisions per 3A and B above. Consultant shall not proceed with changed work until a revised Task Order is executed by the Contract Owner.

### 5. Payment Schedule

Each Task Order shall be invoiced separately. Consultant shall submit detailed invoices showing the following:

- A. Invoice Number, Contract number, Title, Task Order Number and Title.
- B. Summary page with a brief description of work completed during the invoice period, deliverables provided during the invoice period, and forthcoming milestones / deliverables.
- C. Current Amount Due:
  - i) For Lump Sum Task Orders: Percentage of work complete, percentage of completed work billed.
  - ii) For Time and Materials Task Orders: titles, hours, hourly rates, and all expenses itemized, with backup, in accordance with the contract.
- D. Total amount of the Task Order, and balance of Task Order amount.
- E. Indicate "**Final Invoice**" when invoice is the final billing for that Task Order.

### 6. Task Order Closure

When work has been completed and final invoice processed by the Port, the Contract Owner will issue a Task Order Completion Notification to the Consultant Representative.

### 7. Task Order Termination

The Port may terminate the Task Order at its convenience with or without cause. In such case, the Consultant shall be paid for all work performed and reasonable expenses properly incurred in connection with the termination.

## HOURLY RATES

**Consultant**  
**Project Name**

**Personnel**

**Hourly Rates**

Sr. Consultant 2	\$
Sr. Consultant 1	\$
Consultant 2	\$
Consultant 1	\$
Project 2	\$
Project 1	\$
Staff 2	\$
Staff 1	\$

**Reimbursable**

Outside Lab services	Cost
Subconsultants	Cost + Negotiated Markup (Markup is limited to 4%)