



REQUEST FOR QUALIFICATIONS No. 070756

Customs and Border Patrol Building Renovations

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

RFQ INFORMATION	
Contact:	Procurement
Email Addresses:	procurement@portoftacoma.com
Submittal Date	NOVEMBER 30, 2017 @ 2:00 PM

PLEASE SUBMIT ALL CORRESPONDENCE AND STATEMENT OF QUALIFICATIONS VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE AND INCLUDE IN THE SUBJECT LINE:

'CUSTOMS AND BORDER PATROL BUILDING RENOVATIONS'

PORT OF TACOMA AND THE NORTHWEST SEAPORT ALLIANCE
Request for Qualifications For
Customs and Border Patrol Building Renovations
RFQ Number 070756

The Port of Tacoma (Port) and the Northwest Seaport Alliance (NWSA) are soliciting Statements of Qualifications (SOQ) from highly qualified teams interested in providing professional consulting services to assist the Port and the NWSA in the renovation of the Customs and Border Patrol Buildings at Terminal 7 and 2202 Port of Tacoma Road.

A. CONTRACTING DESCRIPTION

The Port will select the most qualified teams (team includes all key members whether from the prime consultant firm or subconsultants for all necessary project services) and enter into negotiations with the intent of issuing one professional service on-call contracts based upon the information provided herein.

The contract period of performance will be 24 months from contract execution.

The following documents are attached to this RFQ:

- Attachment A – Submittal Form
- Attachment B – Professional Service Agreement
- Attachment C – Sample Rate Sheet
- Attachment D – Scope of Work
- Attachment E – Building 2202 Basis Of Design
- Attachment F – Building 2202 Drawings
- Attachment G – Building T7 Basis Of Design
- Attachment H – Building T7 Drawings

* By submitting a Statement of Qualifications (SOQ), the Proposer represents that it has carefully read all attachments. Any exceptions to the Terms and Conditions in the Draft Professional Service Agreement shall be included in the appendix of the SOQ and shall reflect how the Port of Tacoma and the Northwest Seaport Alliance would benefit by the exception.

B. SCOPE OF WORK

The Port of Tacoma is providing on-site facilities to Customs and Border Patrol Agency per Federal Mandate. The Port has selected the existing Terminal 7 Security Building and an existing building located at 2202 Port of Tacoma Road to accommodate Customs and Border Patrol Staff. Both of these buildings will be renovated to accommodate Patrol functions.

C. INSTRUCTIONS TO PROPOSERS & EVALUATION CRITERIA:

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of RFQ	November 6, 2017
Pre-Proposal Conference	Optional Pre-Proposal Conference; 10:00 AM, November 14, 2017, at One Sitcum Plaza, Tacoma, WA 98427
Last Day To Submit Questions	November 16, 2017
SOQs due	2:00 PM, November 30, 2017
Short List Consultants*	December 13, 2017
Interviews (if required)*	December 18, 2017
Final Selection*	December 18, 2017
Execute Contract*	February 1, 2018

*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](#).

COMMUNICATION / INQUIRES

Port of Tacoma Requests for Bids, Requests for Proposals and Requests for Qualifications can be accessed on the Port's website, www.portoftacoma.com under 'Contracts'; Procurement and then finding RFQ Number (070756) and RFQ Title.

When viewing the details page for this procurement on the Port's Website firms have the option of subscribing to the Holders List. Detailed instructions for subscribing to the Holder's List for Port of Tacoma Procurements are available [here](#).

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

Proposers who, relative to this solicitation, contact any individuals, Commission members or Managing Members representing the Port or NWSA, 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 Procurement at 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

Interested firms are encouraged to attend a pre-proposal meeting that will be held to discuss this project, the consultant selection process and schedule, and elements of the contract.

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.

It is the Proposer's responsibility to obtain and acknowledge all addenda by signing and returning the form included in this solicitation as Submittal Form 1, Receipt of Addenda.

Failure to acknowledge Addenda may result in the SOQ being declared non-responsive.

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.
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 in the RFQ. 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 may be invited in for interviews and the final determination for short listed firms will be based on reference checks and/or interviews.

The Port intends to select the proposed Team which represents the most qualified team to the Port and begin the negotiation and award process based on the evaluated scores.

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

Submittals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the proposing team (to include the prime, key team members and major sub-consultants) and the team’s ability to meet the requirements and provide the requested services listed in this RFQ. Attention will be paid to technical competence and completeness of content. The written SOQ shall be prepared in the same sequential order of SOQ criteria outlined below.

SOQs must not exceed **10 numbered pages** (8 ½ by 11 inch) **excluding** the cover page, cover letter and requested appendices. All pages shall be in portrait orientation with 1 inch margins. Font size shall be 11 point or larger. SOQs that do not follow this format will not be reviewed. Use of color is not prohibited but note that SOQs are often reproduced for review in black and white.

The cover letter shall include the RFQ Title and Number; Name, Title, Email Address, Phone Number and Addresses of the Proposing’s team main contact and include the following information:

- Descriptions of all claims submitted by any client against the prime within the past two years related to the professional services provided by the prime (inclusive of the prime and sub-consultants) or their key personnel. For this purpose, “claim” means a sum of money in dispute in excess of 10% of the prime’s fee for the services provided;
- Any real or perceived conflicts of interests for team members, inclusive of the prime, sub-consultants and key team members.

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

1. Firm Experience and History.....25 PTS

Specialized experience and technical competence of the firms comprising the team, considering the type of services required. Past record of performance on contracts with other government agencies or public bodies and with private industry, including such factors as control of costs, quality of work, ability to meet schedules and cooperation and communication with the owner. Recent experience of the firm and successful completion of Work of a similar type and complexity will be a material consideration.

1. Brief résumé of the Submitter firm, including but not limited to: home and branch office information; date established; former name(s); type of ownership or legal structure; general description of services provided and type of clients served; personnel.
2. Description of recent projects or Work for which the Submitter firm (or firm's team) provided services to illustrate the firm's ability to perform the requirements of this Contract. SOQs should include but are not limited to:
 - a. Work name and location
 - b. Role of the firm (prime, subconsultant, joint venture, etc.)
 - c. Client (Owner) name, Owner's project manager or primary contact, physical address, phone number and email address.
 - d. Name, address, phone number and email address of firm's project manager.
 - e. Brief description of the Work (including description of the services provided by the firm; total cost of project; completion date; etc.).

2. Knowledge and Experience of Key Individuals50 PTS

Specialized experience and technical competence of the key individuals and support staff that will provide the requested services, including but not limited to the proposed project manager, major subconsultants, and key staff in each firm.

Key individual's knowledge of and experience with problems, conditions, or circumstances applicable to specific location of this project, including, but not limited to:

- Characteristics of the Puget Sound environment that are unique to this project;
- Applicable laws, ordinances, codes, regulations, and permits the interpretations thereof needed to perform the project;
- Any indigenous geographical, geo-technical, or other substantive technical issues that will likely be encountered in this project.

Knowledge, recent experience and expertise of these key individuals with projects of similar type and complexity will be a material consideration.

1. Brief résumés for each of the key individuals and/or support staff who will provide the requested services. (Full, one-page résumés may also be attached to the Appendix.)
2. A representative list of past or current projects performed by the key individuals who will provide the requested services. SOQs shall include information about the project manager, major subconsultants, and key staff. SOQs shall include but are not limited to:
 - a. Project name and location
 - b. Role of the individual (prime or subconsultant)
 - c. Client (Owner) name, Project Manager or primary contact, physical address, phone number and email address
 - d. Name, address, and phone number of prime consultant's project manager
 - e. Brief description of the Work (including description of the services provided by the firm; (total cost of project; completion date; etc.)
 - f. Brief description of key personnel's knowledge of and experience with problems, conditions or circumstances applicable to specific location of this project, including, but not limited to:
 - (1) Characteristics of the Puget Sound environment that are unique to this project;
 - (2) Applicable laws, ordinances, codes, regulations, and permits the interpretations thereof needed to perform the project;
 - (3) Any indigenous geographical, geo-technical, or other substantive technical issues that will likely be encountered in this project.

3. Capacity and Project Organization.....25 PTS

The Submitter will be required to demonstrate the firm's capacity and experience to provide the Port of Tacoma and the Northwest Seaport Alliance with the required services. This should be demonstrated through the firm's understanding of the Scope of Work to be provided in order to manage and complete the work.

Provide information demonstrating the team's:

1. Capacity to perform the Work (including any specialized services) within the time limitations, considering the firm's current and planned workload;
2. Clearly demonstrate the firm's capability to support the technical requirements as identified in the Scope of Work.

3. Availability and accessibility (key personnel and support staff identified in criteria 2); Provide and organizational chart of your firm and include the respective roles that each employee will provide for the team.
4. Prime is required to identify in their Proposal what specific Task(s) they would perform, as well as what Task(s) their Subconsultants would perform.
5. Ability to coordinate the work quickly and efficiently with the Port of Tacoma and the Northwest Seaport Alliance personnel considering:
 - g. The team's organizational structure.
 - h. Reporting relationship between individual team members.
 - i. The physical location of the office from which the work will be performed.

FINAL EVALUATION PHASE (if applicable)

4. Interviews (as requested by the Port).....50 PTS

If an award is not made based on the written evaluations and references alone, interviews may be conducted with the top-ranked teams. Failure to participate in the interview process will result in the team's disqualification from further consideration. The Port will inform top-ranked teams invited for an interview of the interview schedule, agenda and criteria for scoring to time of invitations. Note: Verbal changes to a team's written SOQ will not be allowed or accepted.

END OF RFQ

ATTACHMENT A

SUBMITTAL FORM 1 SUBMITTER INFORMATION AND SIGNATURE

Firm's Legal Name: _____

Address: _____

Principal To Contact/Title: _____

Business Telephone: _____

Business Email: _____

Is This Address the: ☐ Main Office ☐ Regional Office ☐ Branch Office ☐ Other _____

Former Firm Name(S) Year Established
(If Any)

Name/Address/Telephone Of Parent Company or
Other Offices of the Firm, (If Any)

CORPORATE STRUCTURE:

- ☐ Sole Proprietorship ☐ Corporation ☐ Joint Venture
☐ Parent Company ☐ Partnership ☐ Other (specify): _____

1. State Of Incorporation: _____

2. DUNS #: _____

3. State of Washington Unified Business Identifier #: _____

4. Federal Tax Identification #: _____

5. If applicable, acknowledge Addendum(a) by specifying Addendum(a) number in spaces provided :

The Submitter certifies that the information presented in this Statement of Qualifications is true to the best of his/her knowledge:

Submitter: _____
(Type or Print Company Name)

By: _____
(Signature) (Title)

Print Name: _____

END OF FORM

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT



People. Partnership. Performance.

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

PROFESSIONAL SERVICES AGREEMENT NO. **XXXXXX**

PROJECT: On-Call SEPA, NEPA and Environmental Permitting Services

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: CA NAME

PROJECT NO. _____

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 On-Call SEPA, NEPA and Environmental Permitting Services (*hereinafter referred to as the "Project"*).

The Port and Consultant mutually agree as follows:

SCOPE OF WORK

The scope of services is to provide assistance in complying with the State Environmental Policy Act (SEPA), the National Environmental Policy Act (NEPA) requirements and associated environmental permit application requirements for the Port of Tacoma and the Northwest Seaport Alliance.

COMPENSATION

This will be accomplished on a time and materials basis and will not exceed **\$0.00** 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 following Terms and Conditions and Rate Sheet. Consultant acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

AGREED

PORT OF TACOMA

CONSULTANT (LEGAL NAME)

By _____
Steven Johnson, CPPO
Sr. Contracts Administrator

Date

By _____
Date

Print Name

Title

1. Relationship of the Parties

Consultant and its employees, are independent Contractors. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

2. Subconsultant and Supplier Relations

- a. Subconsultants at all tiers shall be approved by the Port prior to performing work in support of this Agreement between Consultant and Port.
- b. The award of a subcontract does not create a contract between the Port and the subconsultant. Subconsultants shall have no rights whatsoever against the Port by reason of their contract with the Consultant. The foregoing provision shall apply with equal force to subconsultants, suppliers and all other persons or parties otherwise engaged by the Consultant to do any portion of the scope of services defined in this Agreement.
- c. The Consultant shall ensure every subcontract shall bind the subconsultant to the applicable terms of the Agreement. The Consultant shall appropriately monitor the activities of the subconsultant. In no event shall the activities of the subconsultant operate to release or reduce the liability of the Consultant to the Port for any breach in the performance of the Consultant's duties.

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 scope of services existing at the time this Agreement was executed or that became applicable subsequent to this Agreement's execution, and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Consultant shall obtain and maintain all professional licenses and permits required to complete the scope of work as defined.
- b. Consultant must comply with all Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA), Department of Labor, Environmental Protection Agency and other applicable environmental standards as prescribed by law while on or occupying Port-owned properties.
- c. The Consultant is responsible for ensuring that all personnel performing work on this Agreement are paid wages in accordance with federal, state and local laws when applicable.

5. Records and other Tangibles

- a. The Consultant shall maintain all records and documents, including financial data and other evidence directly pertinent to performance of the work under this Agreement in accordance with Generally Accepted Accounting Principles and Practices consistently applied and as further specified below. Consultant shall provide the Port, or its designated agent, with access to or copies of records and other tangibles upon written request.
- b. The Port or its designated agent, and federal and state auditing authorities have the right to audit this Agreement and access to all records and documents, including financial data, for a period of not less than six (6) years after Completion of all projects related to this Agreement or until resolution of any litigation related to this Agreement whichever occurs last.

6. Ownership of Work

- a. 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 as a result of this Agreement "Subject Data." Consultant shall not be liable 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. Any patentable result or materials suitable for copyright arising out of this Agreement shall be owned by and made available to the Port for public use, unless the Port determines it is not in the public interest that it be owned or available.
- b. Subject Data shall include all calculations, notes, draft documents, reports, drawings, specifications, electronic files, including e-mails, and any other materials, information or documentation developed or prepared in the performance of the work pursuant to this Agreement and shall be owned by and treated as Port property. The Consultant shall obtain no proprietary rights or interest to such Subject Data.
- c. Any subject data which is developed by the Consultant prior to the execution of this Agreement, and not paid for by the Port, is not covered by this provision "Consultant Data."
- d. All information, materials, data and documentation furnished or made available to the Consultant by the Port for purposes of performing services pursuant to this Agreement on this project shall remain the property of the Port "Port Data." The Consultant shall obtain no proprietary rights or ownership interests to such Port Data. At the Port's written request, the Consultant shall return all such Port Data remaining in the Consultant's possession at the termination or expiration of this Agreement.

7. Disclosure

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

8. Compensation

- a. 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.
- b. Consultant is responsible for working within the agreement amount. Should the consultant incur costs beyond the agreement amount without an executed amendment to this agreement, the Consultant is solely responsible for the additional costs.
- c. Invoices shall be submitted to cpinvoices@portoftacoma.com each month. Invoice period is for the previous calendar month and shall be computed pursuant to the rates and limitations set forth in the Agreement. Consultant agrees to submit monthly 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. Under no circumstances will the Port pay interest on payments.
- d. Un-invoiced services performed through December 31 of each year shall be invoiced no later than the 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 is responsible for and 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 to 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 a material consideration in the performance of all work by the Consultant under this Agreement. The Consultant shall complete its work and services within the agreed upon schedule; including any established milestones and task completion dates, and the overall period of performance, set forth in the Scope of Work. The completion dates for tasks may be modified by a written directive; however, the period of performance for the Agreement may only be modified through an amendment. The period of performance and contract milestones shall not be extended because of any unwarranted delays attributable to the Consultant. The period of performance and contract milestones may be extended in the event of a delay caused by the Port which results in a delay in the performance of an affected task, because of unavoidable delay caused by any governmental action, or other conditions beyond the control of the Consultant, which could not reasonably be anticipated and which results in a delay in the period of performance and contract schedule. Upon mutual agreement, the period of performance may be accelerated to meet Project requirements.

12. Assignability

The Consultant may not assign, transfer, or novate all or any portion of the Agreement, including but not limited to any claim or right to the Contract Sum, without the Port's prior written consent. If the Consultant attempts to make an assignment, transfer, or novation without the Port's consent, the assignment or novation, shall be of no effect, and the Consultant shall nevertheless remain legally responsible for all obligations under the Agreement. The Consultant also shall not assign or transfer to any third party any claims it may have against the Port arising under the Agreement or otherwise related to the Project.

13. Termination of Agreement

a. Termination for Default:

- i. The Port may terminate this Agreement, in writing, if the Consultant substantially fails to fulfill any or all of its material obligations under this Agreement through no fault of the Port; provided that the Consultant has been given an opportunity to cure.
 1. Cure Notice: If the Port determines that a breach of this Agreement has occurred, that is, the Consultant has failed to comply with any material terms or conditions of this Agreement or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the Port deems said breach to warrant corrective action, the following sequential procedure will apply:
- ii. The Port will provide the Consultant with a written Cure Notice; notifying the Consultant of the nature of the breach;
- iii. The Consultant shall respond within five (5) calendar days of the notification. The Consultant shall submit a corrective action plan indicating the steps to be taken to correct the specified deficiencies within fifteen (15) calendar days of the notification. The corrective action plan shall specify the

proposed completion date for bringing this Agreement into compliance within the number of calendar days specified by the Port;

b. Show Cause Notice:

- i. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, the Port will provide the Consultant with a written Show Cause Notice; notifying the Consultant of their requirement to notify the Port in writing within seven (7) calendar days of any reason the Port should not terminate this Agreement. At the expiration of the seven (7) calendar day period the Port may commence termination of this Agreement in whole or in part;
- ii. The Port may withhold payment owed the Consultant, instruct the Consultant to stop work and to refrain from incurring additional costs until the Port is satisfied that the breach has been corrected;
- iii. No increase in total price or period of performance shall result from breach of this Agreement; and
- iv. Nothing herein shall be deemed to affect or waive any other rights of the Port.

c. Notice of Termination:

- i. If the Port terminates this Agreement for default, the Port shall determine the amount of work satisfactorily performed to the date of termination and the amount owing to the Consultant using the criteria set forth below; provided, that (a) no amount shall be allowed for anticipated profit on unperformed services or other work and (b) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional costs the Port incurs because of the Consultant's default. In such event, the Port shall consider the actual costs incurred by the Consultant in performing this Agreement to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, whether that work is in a form or of a type which is usable and suitable to the Port at the date of termination, the cost to the Port of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, and other factors which affect the value to the Port of this Agreement's work performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement. This provision shall not preclude the Port from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.
- ii. Upon receipt of a termination notice the Consultant shall at no additional cost to the Port:
 1. Promptly discontinue all services (unless the notice directs otherwise);

2. No later than fourteen (14) calendar days after receipt of termination, promptly deliver or otherwise make available to the Port all Subject Data and Port Data including data, drawings, electronic drawing files, specifications, calculations, reports, estimates, summaries, official project documentation and other project documentation, such other information and materials as the Consultant or subconsultants may have accumulated in performing this Agreement, whether completed or in progress and all equipment/materials purchased specifically for this Agreement where the Port has paid the Consultant for such items.
3. Upon termination, the Port may take over the work and prosecute the same to completion by agreement with another party or otherwise.

d. Termination for Convenience:

- i. The Port may terminate this Agreement, for the convenience of the Port. The Port shall terminate by delivery to the Consultant a Notice of Termination specifying the termination and the effective date.
- ii. If the Port terminates this Agreement for convenience, the Port shall pay the Consultant for the following items:
 1. An amount for Direct Labor Costs and Indirect Costs in accordance with the Agreement for services satisfactorily performed to the date of termination;
 2. Reasonable invoiced Other Direct Costs as allowed by the Agreement , actually incurred before the date of termination; or
 3. Reasonable termination settlement costs the Consultant actually incurred, unless the Port determines to assume said commitments. Reasonable termination settlement costs include settlement costs for subconsultants and reasonable accounting and clerical costs actually incurred by the Consultant.
- iii. Upon receipt of a termination notice the Consultant shall at no additional cost to the Port:
 1. Promptly discontinue all services (unless the notice directs otherwise);
 2. No later than fourteen (14) calendar days after receipt of termination, promptly deliver or otherwise make available to the Port all Subject Data and Port Data including drawings, specifications, calculations, reports, estimates, summaries, Official Project Documentation, other project documentation, and such other information and materials as the Consultant may have accumulated in performing this Agreement, whether completed or in progress and all equipment/materials purchased specifically for this Agreement where the Port has reimbursed the Consultant for such costs;

3. Take any action necessary, or that the Port may direct, for the protection and preservation of property related to this Agreement that is in the possession of the Consultant and in which the Port has or may acquire an interest.
- iv. Within sixty (60) calendar days of receipt of the notice of Termination for Convenience, the Consultant shall submit to the Port a Termination Settlement Proposal. The Termination Settlement Proposal shall include:
 1. Request for Direct Labor Costs and Indirect Costs for services satisfactorily performed to the date of termination;
 2. As allowed by the Agreement , Actual and reasonable Other Direct Costs incurred before the termination;
 3. Documentation supporting all costs identified in the Termination Settlement Proposal; and
 4. A statement certifying, under penalty of perjury, that the Termination Settlement Proposal is made in good faith, the Termination Settlement Proposal and supporting data are true and accurate to the best of the Consultant's knowledge and belief, the Termination Settlement Proposal is fully supported by the accompanying data, and the amount requested accurately reflects the amount for which the Consultant believes the Port is responsible.
- v. Termination settlement costs and proposals are subject to audit verification by the Port.
- vi. Upon termination, the Port may take over the work and prosecute the same to completion by agreement with another party or otherwise.

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 this Agreement may be consolidated and resolved in one forum.

15. Venue & Governing Law

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. This Agreement shall be interpreted under the laws of the State of Washington.

16. Integration and Merger/ Extent of Agreement

- a. This Agreement represents the entire and integrated understanding between the Port and Consultant, supersedes any previous written or oral representations and may be amended only by written instrument signed by both the Port and Consultant. No verbal agreement or conversation between any officer, agent, associate or employee of Port and any officer, agency, employee or associate of Consultant prior to or following the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.
- b. Authority to sign. Every signer of this Agreement warrants that they have the authority to enter into this Agreement and to bind the entity for which they represent.

17. Non-Discrimination

- a. Nondiscrimination in Employment and Provision of Services: During performance of this Agreement, the Consultant and all parties subcontracting under the authority of this Agreement agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.
- b. Equal Employment Opportunity Efforts: The Consultant and all parties subcontracting under the authority of this Agreement agree to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.
- c. The Consultant and all parties subcontracting under the authority of this Agreement shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination.

18. Indemnity / Hold Harmless Clause

- a. The Consultant shall indemnify, defend and hold harmless the Port of Tacoma and the Northwest Seaport Alliance and its officers, managing members, employees and agents from and against any liability, claims, damages, losses, expenses or actions, including reasonable attorney's fees, costs caused by or arising out of the negligence, recklessness, or intentional wrongdoing of Consultant or its officers, employees, subcontractors, or agents under this Agreement; or arising from the Consultant's, its' officers, employees, subcontractors, or agent's failure to comply with any applicable state, federal, local, law, statute, rule, regulation or act.
- b. This duty to indemnify, defend and hold harmless shall not apply to claims which arise out of the sole negligence on the part of the Port of Tacoma and the Northwest Seaport Alliance, and this duty shall survive the termination or expiration of this Agreement.

- c. Consultant specifically assumes potential liability for actions brought by Consultant's own employees against the Port and the Northwest Seaport Alliance 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.

19. General Insurance Requirements

The Consultant shall procure and maintain during the life of this Agreement such insurance as shall protect it from claims or damages for bodily injury, including death resulting therefrom as well as from claims for property damage, which may arise from operations under this Agreement, whether such operations be by itself, its agents, or by anyone directly or indirectly employed by either of them, and shall comply with any such Project specific insurance requirements as determined by the Port.

20. Miscellaneous Provisions

- a. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.
- b. Captions: All titles, including sections or subsections, are for convenience only and do not define or limit the contents.
- c. Severability: Any term or provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Agreement.
- d. Waiver: No covenant, term, or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by Port of any performance by Consultant after the time the same shall have become due nor payment to Consultant for any portion of the Work shall constitute a waiver by Port of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by Port, in writing. Port's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Port's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- e. Negotiated Agreement: The Parties acknowledge that this is a negotiated Agreement, that they have had the opportunity to have this Agreement reviewed by respective legal counsel, and that terms and conditions are not construed against any Party on the basis of such Party's draftsmanship thereof.
- f. No Personal Liability: No officer, agent or authorized employee of either Port or Consultant shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Agreement.

21. 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.

22. 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 including asbestos abatement liability 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, economic damage or cleanup costs, 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. Consultant recognizes that it is the obligation of the Consultant to ensure that all Subconsultants of any tier have insurance for the activities performed under this agreement. If this agreement requires that a Subconsultant perform ultra-hazardous operations the Port will require that it be named as an Additional Insured by endorsement on all Subconsultant insurance policies and waivers of subrogation shall be provided by endorsement. Workers Compensation and Professional Liability are exempted from the additional insured requirement.
- b. 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 \$2,000,000 per occurrence and \$4,000,000 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 \$2,000,000 combined single limit per accident; and
 - iii. Professional Liability including environmental consulting services of not less than \$2,000,000 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 \$2,000,000 per claim.
 - vi. Protection and Indemnity Insurance/Jones Act: \$1,000,000 limits shall be provided covering all vessels and crew.
 - vii. Maritime Employers Liability: \$1,000,000 limits shall be provided covering all divers.
- c. All policies shall be issued by a company having an A. M. Best Financial Strength Rating of A- and Financial Size Category of VIII 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 and the Northwest Seaport Alliance 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.
 - d. Consultant is responsible for complying with the Washington State laws that pertain to industrial insurance (RCW 51). 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.
 - e. 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.

23. Payment Schedule

- a. 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.
- b. All invoices shall be sent "Attention: Facilities Development". Invoices shall be emailed to 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.

24. Compensation

- a. Consultant expenses will be reimbursed at cost with the exception of:
 - i. Subconsultant services will be reimbursed at cost plus negotiated markup.
 - ii. Services provided by a third party will be reimbursed at cost plus negotiated markup.
- b. 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.
- c. 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.
- d. 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.
 - i. Rates may be negotiated no more than once annually. Rate adjustments will be tied to the CPI for the Seattle, Tacoma/Bremerton area.
- e. Rates and Markup: are defined in the attached Rate Sheet and made a part of this contract.
- f. Overtime: The Port will allow overtime rates for preapproved labor categories, as required by federal law, at 1.5 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.
- g. Local Travel: Compensation for vehicle usage will be paid at the current Internal Revenue Service allowable mileage reimbursement rate. 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.
- h. Other Travel:
 - i. The Port will reimburse the Consultant for all allowable travel expenses (including expenses for travel by car, air, water and rail, accommodation and meals) incurred in order to provide the scope of work to the Port in accordance with the following guidelines:
 - ii. Lodging and meal reimbursement is in accordance with the following Per Diem rates established by the IRS at <http://www.ofm.wa.gov/resources/travel.asp>
 - iii. Amounts reimbursed will be computed at the rate for physical location to which travel is authorized by the Project Manager. Lodging, travel and local mileage must be approved in writing by the Project Manager prior to performing travel. Request for travel should include a breakout of costs associated with the requested travel.

- iv. Airfare will be reimbursed at the lowest available commercial coach rate. Airfare will be booked at least 15 days in advance of travel. The Port will reimburse for up to a mid-size vehicle with standard equipment (this does not include GPS, video screens, etc). The Port will also reimburse for gasoline expense associated with rental vehicle with the exception of gasoline provided/billed by the rental car company. The Port will not reimburse the Consultant for mileage at the IRS rate on a rented vehicle. Receipts are required for all reimbursed expenses with the exception of meals. Reimbursement (other than meals) will be for actual costs incurred subject to the Per Diem rates established by the IRS at <http://www.ofm.wa.gov/resources/travel.asp> for the location to which travel has been authorized.

25. 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.

26. Drawing, Specification and GIS

- a. Consultant shall prepare specifications using BSD Speclink-E, Masterformat specification organization, latest edition.
- b. Consultant shall prepare specifications in accordance with the Port's Specification Standards available at <http://portoftacoma.com/contracts.forms> and from the Port Project Manager. The Port's Mastersformat specifications are available at <http://portoftacoma.com/contracts.forms>.
- c. All site plans, derivative drawings, record drawings, and bid plans shall be completed using Port GIS and CADD standards and layer/block protocols available at <http://portoftacoma.com/contracts.forms> and from the Port Project Manager.

27. Security – Transportation Worker Identification Credential (TWIC)

- a. The requested services may require the consultant to work within a secured/restricted TWIC regulated terminal.
- b. 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 <https://www.tsa.gov/for-industry/twic>.
- c. 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.

28. 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.

29. Extent of Agreement

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

30. Prevailing Wages

- a. The Consultant shall ensure that all Subcontractors of any tier pay all prevailing wages and other wages (such as Davis-Bacon Act wages) applicable to the Project.
- b. Pursuant to RCW 39.12, "Prevailing Wages on Public Works," no worker, laborer, or mechanic employed in the performance of any part of the Work shall be paid less than the "prevailing rate of wage" in effect as of the date that bids are due.
- c. The applicable effective date for prevailing wages for this project is the execution date of this Amendment.
- d. The State of Washington prevailing wage rates applicable for this public works project, which is located in Pierce County, may be found at the following website address of the Department of Labor and Industries:
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.
- e. The schedule of the prevailing wage rates is made a part of the Contract Documents by reference as though fully set forth herein; and a copy of the applicable prevailing wage rates are also available for viewing at the Port Administration Building, located at One Sitcum Plaza, Tacoma, WA 98421 (253-383-5841). Upon request to the Procurement Department at procurement@portoftacoma.com, the Port will email or mail a hard copy of the applicable Journey Level prevailing wages for this project.

- f. Questions relating to prevailing wage data should be addressed to the Industrial Statistician.

Mailing Address: Washington State Department of Labor and Industries
Prevailing Wage Office
PO Box 44540, Olympia, WA 98504

Telephone: (360) 902-5335
Facsimile: (360) 902-5300

- g. If there is any discrepancy between the attached or provided schedule of prevailing wage rates and the published rates applicable under WAC 296-127-011, or if no schedule is attached, the applicable published rates shall apply with no increase in the Contract Sum. It is the Contractor's responsibility to ensure that the correct prevailing wage rates are paid.
- h. Prior to any payment being made by the Port under this Contract, the Contractor, and each Subcontractor of any tier, shall file a Statement of Intent to Pay Prevailing Wages under oath with the Port and certified by the Director of Labor and Industries. The statement shall include the hourly wage rate to be paid to each classification of workers entitled to prevailing wages, which shall not be less than the prevailing rate of wage, and the estimated number of workers in each classification employed on the Project by the Contractor or a Subcontractor of any tier, as well as the Contractor's contractor registration number and other information required by the Director of Labor and Industries. The statement, and any supplemental statements, shall be filed in accordance with the requirements of the Department of Labor and Industries. No progress payment shall be made until the Port receives such certified statement.
- i. The Contractor shall post in a location readily visible to workers at the Project site (1) a copy of the Statement of Intent to Pay Prevailing Wages approved by the Industrial Statistician of the Department of Labor and Industries and (2) the address and telephone number of the Industrial Statistician of the Department of Labor and Industries to whom a complaint or inquiry concerning prevailing wages may be directed.
- j. If a State of Washington prevailing wage rate conflicts with another applicable wage rate (such as Davis-Bacon Act wage rate) for the same labor classification, the higher of the two shall govern.
- k. Pursuant to RCW 39.12.060, if any dispute arises concerning the appropriate prevailing wage rate for work of a similar nature, and the dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his or her decision shall be final and conclusive and binding on all parties involved in the dispute.
- l. The Contractor shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify and hold the Port harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs and expenses, whether direct, indirect, including but not limited to attorneys' fees and consultants' fees and other costs and expenses, from any

violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or Chapter 51 RCW ("Industrial Insurance"), including but not limited to RCW 51.12.050.

31. On-Call Definitions Supplementary Conditions

- a. 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.
- b. Contract Owner: Port staff member responsible for managing the On-Call Contract and executing all Task Orders.
- c. Project Manager: Port staff member responsible for managing a specific Task Order.
- d. Consultant Representative: The Consultant staff member(s) delegated the authority to provide signature approval for Task Orders under the On-Call Contract.
- e. Task Order Proposals:
 - i. The Project Manager will request consultant to provide a fee proposal for a scope of work requested by the Port.
 - ii. 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.
 - iii. 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:
 - 1. Lump Sum Proposal
 - a. Description of Task Order scope and deliverables, including all inclusions and exclusions to the scope.
 - b. Indicate portion of total dollar amount tied to certain phases and/or specific deliverables, if requested by the Project Manager.
 - c. Total dollar amount
- f. Task Order Execution :

Executed Task Orders will be issued by the Contract Owner to the Consultant.
- g. Task Order Revision:
 - i. Revisions include when the Consultant becomes aware of the potential to exceed the executed amount or when changes are requested by the Project Manager.

- ii. Consultant shall provide a revised proposal detailing all revisions per 2A and B above. Consultant shall not proceed with changed work until a revised Task Order is executed by the Contract Owner.

h. Payment Schedule:

- i. Each Task Order shall be invoiced separately. Consultant shall submit detailed invoices showing the following:
 - ii. Invoice Number, Contract number, Title, Task Order Number and Title.
 - iii. Summary page with a brief description of work completed during the invoice period, deliverables provided during the invoice period, and forthcoming milestones / deliverables.
 - iv. Current Amount Due:
 - v. For Lump Sum Task Orders: Percentage of work complete, percentage of completed work billed.
 - 1. For Time and Materials Task Orders: titles, hours, hourly rates, and all expenses itemized, with backup, in accordance with the contract.
 - vi. Total amount of the Task Order, and balance of Task Order amount.
 - vii. Indicate “**Final Invoice**” when invoice is the final billing for that Task Order.

i. 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.

j. 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.

SAMPLE RATE SHEET

HOURLY RATES

**Consultant
Project Name**

<u>Personnel</u>	<u>Hourly Rates</u>
Sr. Consultant 2	\$ -
Sr. Consultant 1	\$ -
Consultant 2	\$ -
Consultant 1	\$ -
Project 2	\$ -
Project 1	\$ -
Staff 2	\$ -
Staff 1	\$ -

<u>Subconsultant</u>	<u>Hourly Rates</u>
Sr. Consultant 2	\$ -
Sr. Consultant 1	\$ -
Consultant 2	\$ -
Consultant 1	\$ -
Project 2	\$ -
Project 1	\$ -
Staff 2	\$ -
Staff 1	\$ -

<u>Equipment</u>	<u>Rate</u>	<u>Unit</u>
Equipment 1	\$ -	Day
Equipment 2	\$ -	Day
Equipment 3	\$ -	Each
Equipment 4	\$ -	Each
Equipment 5	\$ -	Feet
Equipment 6	\$ -	Feet
Equipment 7	\$ -	Day
Equipment 8	\$ -	Day

<u>Reimbursable</u>	<u>Cost</u>
Outside Lab Services	Cost + Negotiated Markup (= or < 4%)
Subconsultants	Cost + Negotiated Markup (= or < 4%)
Mileage	IRS allowable rate

SCOPE OF WORK

SCOPE OF WORK

General Background

The Port of Tacoma is providing on-site facilities to Customs and Border Patrol Agency per Federal Mandate. The Port has selected the existing Terminal 7 Security Building and an existing building located at 2202 Port of Tacoma Road to accommodate Customs and Border Patrol Staff. Both of these buildings will be renovated to accommodate Patrol functions.

SUMMARY – GENERAL SCOPE OF WORK

1. Renovate the existing two story Terminal 7 Security building and the office portion of the building located at 2202 Port of Tacoma Road currently used by Customs and Border Patrol (CBP). CPB occupies approximately one quarter of the entire footprint of the building at 2202 Port of Tacoma Road, the rest of which is used primarily as warehouse. Within the area occupied by CBP, a large portion of the first floor is used for storage. A portion of this storage areas will be built out for added locker rooms and offices. These spaces will be heated and cooled, and the remaining storage space will be heated and ventilated for freeze protection only, with no added insulation.

MAJOR ASSUMPTIONS

- Existing Restrooms for both buildings will remain untouched.
- The Breakroom at 2202 Port of Tacoma Road will remain, (flooring and Lighting Replaced)
- New mechanical units for the Terminal 7 Security building will be provided to replace existing.
- Exterior metal work (railings etc.) for the Terminal 7 Security building will be painted.
- Floors and ceilings for both buildings will be replaced in offices and open areas.
- Portions of the CMU on East side of the building at 2202 Port of Tacoma Road will require some tuckpointing. CMU shall be painted.
- Existing mechanical units 2202 Port of Tacoma Road serving existing office spaces will remain. Ductwork will be replaced as needed.
- New lighting will be provided in offices and open areas for both buildings.
- Telecommunications systems will be modified at both buildings
- Both buildings will be modified to meet current City of Tacoma Code requirements. No elevator installations are being considered in either location.
- Drawings will be in Autocad format utilizing Port Cad standards.
- The specifications will utilize MasterSpec as the basis, modified as necessary to meet Port document standards. Div 0 and Div 1 will be by the Port.

PHASING

The Port has developed the following general phasing plan for the project taking into account that the building at 2202 Port of Tacoma Road is currently occupied.

1. Complete the work at the T7 Security building (Empty building with no occupancy during construction) and simultaneously complete portions of the work in unoccupied areas of the 2202 Port of Tacoma Road building (Occupied areas need to remain in operation).
2. Relocate a significant portion of the staff from 2202 to T7 and into new offices at 2202 Port of Tacoma Road
3. Complete construction of the new customer service area and surrounding space (Maintain existing first floor activities outside of construction areas)

4. Complete construction of second floor areas at 2202 Port of Tacoma Road and complete remaining first floor renovations after relocating operations to newly completed areas.
5. Relocate all staff to final locations

SCOPE OF WORK

Task 100

Project Management. Work includes:

- Design meetings.
- QC reviews.

Task 200

60% Design. Work includes:

- Pre-application conference with the City of Tacoma
- Site validation of schematic drawings, as-built validation.
- Development of drawings and estimate to the 60% level.

Deliverables: 60% drawings, outline specifications and cost estimate.

Task 300

90% Design. Work includes:

- Respond to Port's comments on 60% submittal, revise drawings.
- Development of drawings, specifications and estimate to the 90% completion level.

Deliverables: 90% drawings, specifications and estimate.

Task 400

Permit Submittal. Work Includes:

- Develop forms needed for permit submittal.
- Schedule Intake, submit project and monitor review process.
- Respond to Permit comments and revise drawings accordingly.

Task 500

100% Submittal.

- Respond to Ports comments on 90% submittal, revise drawings.
- Development of drawings, specifications and estimate to the 100% completion level.

Deliverables: 100% drawings, specifications and estimate.

Task 600

Design support during bidding and construction.

BUILDING 2202 BASIS OF DESIGN

Port of Tacoma

Work Order #2

**Building 2202 Border Patrol Building
OFFICE Renovation**

6 June 2017



Engineering & Architecture Services
1420 Fifth Avenue, Suite 600, Seattle, WA 98101-2357
Tel 206.883.9300 Fax 206.883.9301 www.tetrattech.com

**Port of Tacoma
Building 2202 Border Patrol Building
OFFICE RENOVATION**

BASIS OF DESIGN REPORT

6 JUNE 2017

Prepared by:



TETRA TECH

Engineering & Architecture Services

1420 Fifth Avenue, Suite 600, Seattle, WA 98101-2357
Tel 206.883.9300 Fax 206.883.9301 www.tetrattech.com

**Port of Tacoma
Building 2202 Border Patrol Building
OFFICE RENOVATION**

BASIS OF DESIGN REPORT

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CHAPTER 1.

PROJECT DESCRIPTION

BACKGROUND

The Port of Tacoma is providing on-site facilities to the Customs and Border Patrol Agency per Federal Mandate. The Port has selected the existing Terminal 7 Building and Building 2202 to accommodate Customs and Border Patrol Staff. Both of these buildings will be renovated to accommodate Patrol functions. Programming was conducted by the Port and concept drawings provided to Tetra Tech. This report provides a basis of design and cost estimate for the Ports budget planning purposes for Building 2202.

SUMMARY – GENERAL SCOPE OF WORK

1. Renovate the existing two story office portion of Building 2202 currently used by the Customs and Border Patrol (CBP). The CPB occupies approximately one quarter of the entire footprint of the building, the rest of which is used primarily as warehouse. Within the area occupied by CBP, a large portion of the first floor is used for storage. A portion of this storage areas will be infilled for added lockers and offices. These spaces will be heated and cooled, and the remaining storage space will be heated and ventilated for freeze protection only, with no added insulation.

MAJOR ASSUMPTIONS

- Existing Restrooms will remain untouched.
- Breakroom will remain, (flooring and Lighting Replaced)
- Floors and ceilings will be replaced in offices and open areas.
- CMU on East side of building under existing windows will require some tuckpointing. CMU shall be painted.
- Existing mechanical units serving existing office spaces will remain. Ductwork will be rerouted as needed.
- New lighting will be provided in offices and open areas
- The buildings will have a new telecommunications system.
- The buildings will meet current City of Tacoma Code requirements.

PHASING

The Port has developed the following general phasing plan since Building 2202 is currently occupied.

1. Complete the work at the T7 Security building (Empty building with no occupancy during construction)
2. Relocate most of the staff from 2202 to T7
3. Complete construction of the new customer service area and surrounding space in conjunction with Ag. Lab and locker rooms and related back area improvements (Maintain existing first floor activities outside of construction areas)
4. Complete construction of second floor areas of 2202. This may be able to happen in conjunction with item 3 (Maintain other areas outside of construction area for occupancy)

5. Relocate all staff out of the remaining first floor areas, complete demo and new construction. (Maintain occupancy in others areas of the building during this construction.

CHAPTER 2.

PROJECT REQUIREMENTS - ARCHITECTURE

DESIGN CRITERIA & CONSTRAINTS

CODE REQUIREMENTS

Building Code: Comply with 2015 City of Tacoma Building Code – I.B.C. 2012 & amendments

Occupancy: B

Fire alarm System: Provide new “Silent Knight” Fire Alarm system, existing sprinkler system is dry and will be modified for the renovation and extended into the additions.

Accessibility: Fully accessible (no elevator per discussion with Port, equal accommodation each floor)

Construction Type: checking

Total net first floor: 6270 SF

Total heated addition within first floor: lockers 480 SF, AG offices: 1125 SF

Total existing second floor area: 2755 SF

Energy Code: No change to existing envelope. New heated spaces will be insulated per code.

Storage area will be heated and ventilated for freeze protection only.

OUTLINE SPECIFICATION

General:

Patch and repair all existing GWB holes, dents or scratches, and any at removed equipment.

Division 2 Site work and Demolition

Remove existing interior walls, floor coverings, finishes and ceilings as noted on demolition plans. Dispose of all debris per authority having jurisdiction. A hazmat survey is underway, provide an allowance for hazardous material removal and disposal.

Division 5 Metals:

Floor joists at AG offices and ceiling joists at AG offices and lockers will be load bearing metal joists capable of 125 PSF live load.

Division 6 Wood and Plastics

Rough Carpentry Lumber 2x S4S Doug-fir larch. Stndrd and better.

Division 8 Openings

Doors: Hollow metal frames, Maple veneer solid core doors to match existing with clear finish (see below). Provide stainless steel hardware, Schlage mortise locks w/ lever handle, BHMA 156.13, with closer and doorstop at each door. Door shall have best cylinders provided by Contractor, keying will be by Port.

Division 9 Finishes

GWB: 5/8" Type X at offices, Level 5 finish

New Flooring: 1/8" Rubber Tile, Johnsonite Ecoworks or approved equal.

Paint: Follow MPI manual for prep and application

Interior:

New Gypsum Board: Primer MPI #50, with two coats MPI #43 (eggshell)

Existing GWB: two coats MPI #43 (eggshell)

New Steel Door Frames: MPI # 79 Primer, two coats Alkyd semi gloss: MPI # 49

Existing Steel Door Frames: one coats Alkyd semi gloss: MPI # 49

New Wood Doors: clear transparent finish, manufacturers' standard.

Exterior:

Steel Guardrails: (2) coats MPI 163.

Existing Steel Doors and frames: (2) coats MPI 163

Base: New 6" rubber base through out.

Ceilings (assume all new, except as noted) : 5/8" Type X GWB, level 5 finish.

CHAPTER 3.

PROJECT REQUIREMENTS – MECHANICAL

CODES AND STANDARDS

CODES AND STANDARDS

Tacoma Amendments – 2015 International Mechanical Code (IMC)

Tacoma Amendments – 2015 International Fire Code (IFC)

Tacoma Amendments – 2015 Uniform Plumbing Code (UPC)

WA State Adopted Building Code Amendments – Ventilation

WA State Adopted Fire Code Amendments

2015 Washington State Energy Code (WSEC)

FIRE PROTECTION

AUTOMATIC SPRINKLERS

The existing automatic sprinkler systems will, in general be left in place, but there will be some significant renovation of branch piping to provide clearances, and the main building riser will be raised to allow the valves to be access from the new first flow area.

Sprinkler heads will be relocated to route around new walls in accordance with NPFA 13 and the local authority having jurisdiction. All sprinkler heads will be replaced due to a manufacture defect.

All new areas will be fire protected to meeting Ordinary Hazard Group 1 Classification.

Relocate post indicator valve to be outside downstream of backflow valve and drain lines.

PLUMBING

FIXTURES

AG Lab will have sink(s) with cold and hot water. Drain line to be tied into existing sewer in front of the building.

Exterior building sewer line offset will be fixed at building foundation.

HEATING, VENTILATING, AND AIR CONDITIONING

EXISTING SPACE

Existing sheet metal ductwork to be reused as much as possible. Supply and return duct risers from the second floor serving the first floor to remain.

All ductwork on the roof to be replaced with insulated sheet metal ductwork protected by a metal jacket on the exterior of the insulation with bird protection spikes.

All diffusers to be replaced and duct work rerouted as required to serve diffuser locations.

Wellness/fitness Storage Area will be semi-heated to provide freeze protection with a dedicated outdoor air system (DOAS), with either gas or electric supplemental heat.

Computer room will be served by a wall-hung split system AC unit with the condensing unit located outside on the roof.

LOCKER ROOMS

Locker Rooms in the 2202 building will be exhaust ventilated with air drawn from the outside that is tempered by the exhaust air in a heat recovery unit with supplemental heat. Ventilation system will include a heat recovery unit, sheet metal ductwork and grilles. The unit will be installed in a mechanical mezzanine above the space with an air-cooled condenser located outside on roof.

AG OFFICES, LABS, AND ADJACENT AREAS

The heating ventilating and air conditioning (HVAC) system serving the AG Offices, Lab, and adjacent areas will be designed for local outside design conditions and to operate through the normal change of the seasons. Outdoor design temperatures of 21°F DB in the winter (heating season) and 85°F DB, 67°F WB in the summer (cooling) will be used to size the system.

In the occupied spaces of the AG Offices, Lab, and adjacent areas, the HVAC system will be designed to maintain a setpoint of 68°F during the heating season and 72°F for cooling.

A separate exhaust system will be provided for the Lab as require for the lab equipment and the chemicals used.

A DOAS, single zone air handling unit will be provided to serve the AG Offices, Lab, and adjacent areas in the 2202 Building. The system will consist of a heat recovery unit, split system heat pump, sheet metal ductwork, and supply diffusers and return grilles. The unit will be installed in a mechanical mezzanine above the space with an air-cooled condenser located outside on the roof.

The heat pump unit will consist of a fan section, DX cooling coil, supplemental electric heating coil, filter box with 2" MERV 8throwaway filters, economizer, and vibration isolation mounts. The unit will be installed in a mechanical mezzanine above the space with an air-cooled condenser located outside.

Outside air for ventilation will be provided to the occupied spaces at a rate of not less than required per code minimums.

The HVAC system will be designed to a noise criteria of 40 or below.

DUCTWORK

Ductwork for the HVAC systems will be galvanized sheet metal.

Air conditioning ductwork will be insulated as follows: concealed above ceilings, with fiberglass blanket, 1" thick, 1.5 lbs/sq ft density and vapor jacket, all other ducts will meet the minimum requirements of the Washington State Energy Code (WSEC).

AUTOMATIC CONTROLS

Automatic controls will be direct digital controls on a standalone system

Controls will be by zone or unit control only.

COMMISSIONING

All mechanical systems will be commissioned by a certified commissioning agent.

CHAPTER 4. PROJECT REQUIREMENTS – ELECTRICAL

DESIGN CRITERIA & CONSTRAINTS

The vast majority of existing fixtures will be removed and replaced with new including open areas, offices and corridors and Break Room. Existing lighting fixtures in the Restrooms and unconverted warehouse space will remain as-is, except to implement required repairs to regain functionality. Limited new exterior lighting will be required to replace lighting equipment removed from the existing main entrance canopy.

Retain existing electrical service, branch panelboards, and electrical work.

Remove unused/abandoned technology cable from above-ceiling areas. Provide new upgraded structured wiring system infrastructure throughout.

Building access control, CCTV and intrusion detection is not included in the scope of work; all desired in-use components for these systems are to be maintained in-place. Remove unused technology cabling.

Remove electrical devices located in walls which are scheduled for demolition; re-route wiring as needed to maintain circuit continuity to adjacent devices which are to remain. Relocate essential electrical equipment and devices as needed and as otherwise directed by the Engineer.

Electrical renovations will be phased in a planned sequence to allow limited facility use within designated areas of the building during construction. This will require that power and communications systems be maintained for all occupied areas of the building during construction, and that all outages be planned and scheduled with the building Tenants.

UTILITIES

The existing electrical power service will be retained in-place for reuse, and consists of a consolidated collection of disconnects, CT enclosures and panelboards in the second floor storage area. The existing service is 400-amperes at 120/240V, 3-phase 4-wire high-leg delta; which is sized for general office use. Service capacity up to the point of utility connection appears adequate, however the Utility-owned transformers serving this space also serves two other customers; one other tenant within the same building, and one adjacent building Customer to the East. The new program space will create some additional load on the service, which will be partially offset by energy improvements for lighting and HVAC. It is recommended that the Tacoma Power be contacted early in the development process to confirm the existing transformers can handle the added building load.

The telephone and data/broadband infrastructure Utilities are existing to remain. The Demarcation point is located within the shared storage space on the second floor near the electrical power service entrance. The existing communications utilities are to remain as-is up to the point of demarcation.

POWER DISTRIBUTION

Power distribution consists of a single main-lug-only main-service switchboard with two service disconnect branch feeder devices qualifying under NEC Article 230.71, which allows up to six switches or circuit breakers to serve as the main disconnecting means for the building. Each breaker serves a single branch circuit panel adjacent to the service switchboard on the second floor. These two panels are labeled AL and BP respectively. The Service Switchboard is rated 400-amperes, and each branch panel is rated 225-amperes.

Since the B-phase is noted as the high-leg throughout the system, each branch panel has blank filler plates occupying all B-phase locations (exception is multi-pole breakers which do not require phase-to-neutral loads.) These branch circuit panels are fully populated with existing loads, requiring a new branch panel be placed in the building to serve added loads associated with the development of new program space. Adding a new panel will require installing a new 225-ampere feeder breaker in the main service switchboard, and extending a feeder

between the switchboard and the new panel location. The panel should be sized for the future Armory infill of the existing Strage area, as well as heating and ventilating for that use. The new Panel will be a 42-pole, 225-ampere with characteristics and construction to comply with Port Standards. New panel will be located on the new storage Mezzanine above the added Locker Room program space.

Mechanical systems being replaced will require new electrical connections. Provide new multi-pole circuit breakers in existing panel BP where existing loads are being replaced. Portions of existing raceways may be reused if suitable, however new conductors are to be provided in all cases for new equipment. Each piece of equipment shall include a safety disconnect switch located within sight of the equipment. Outdoor disconnects shall be NEMA 4X Stainless Steel due to the nearby marine environment. All outdoor and rooftop raceways shall be hot-dip galvanized rigid steel only; do not use PVC or other non-metallic raceways on the roof due to high potential for failure related to thermal expansion and contraction.

New computer and convenience power receptacles will be added for spaces with new interior walls. Provide a minimum number of receptacles as follows:

- Open Offices – one double-duplex computer power outlet for each workstation, with one duplex convenience outlet for non-computer loads. General convenience outlets throughout the space are generally existing to remain at exterior walls. Provide additional convenience outlets to ensure all areas within the building can be reached using a 12-foot cord-set.
- Private Offices – two double-duplex computer power outlets for computers, with two duplex convenience outlets for non-computer loads
- Computer Room – Existing outlets to remain. Include provisions to add one new four-plex outlet at the top of each data equipment rack for powering servers, switches, data-processing equipment and a UPS. Each rack receptacle shall be connected to a dedicated 20-ampere branch circuit. Provide dual locking type receptacles on separate branch circuits for rack-mounted UPS equipment if required for loads being served.
- Corridor convenience receptacles to be placed at 12-foot spacing maximum, locate in the least visually prominent areas where possible.
- Conference Rooms – Provide 6 double duplex wall receptacles for convenience power. Assume one poke-through dual-service floor box in the center of the room for a conference table.
- Break Room – Existing electrical devices and equipment connections to remain.
- Toilets – Existing electrical devices and equipment connections to remain.
- Locker Rooms – Provide one convenience duplex outlet for general use in each locker room and lactation lounge. Locker Rooms are designated for changing and storage of personal belongings only, and is not considered a wet location. Showers are provided within the existing restrooms to remain.
- Outdoor HVAC equipment servicing – one WP/GFCI duplex outlet shall be conveniently placed within 25-feet of each piece of new rooftop/outdoor HVAC equipment.

CODES AND STANDARDS

Applicable Codes include, but are not limited to:

- Washington Administrative Code (WAC)
- Revised Code of Washington (RCW)
- 2015 Washington State Non-residential Energy Code
- NFPA 70 – National Electrical Code
- NFPA 72 – National Fire Alarm and Signaling Code
- NFPA 101 – Life Safety Code
- IESNA Lighting Handbook
- EIA/TIA Standards
- BICSI – Building Industry Consulting Services International

LIGHTING SYSTEMS

General Lighting:

The existing interior lighting consists of predominantly 2-lamp and 4-lamp surface mounted fluorescent wrap-around style fixtures with acrylic lenses.

Provide new energy-efficient surface mounted LED lighting fixtures throughout the interior renovated spaces, except for locations where existing fixtures are recessed into the existing GWB ceiling. Recessed fixtures to remain shall be retrofitted with energy-efficient LED lamps in lieu of being replaced.

Fixture replacement will generally be a one-for-one replacement of existing surface mounted lights. Lights and associated branch wiring shall be relocated only on an as-needed basis due to reconfiguration of interior walls and furnishings.

Illumination in all spaces to conform to normal workspace practices, appropriate to daytime and extended nighttime use. Lighting layout and illuminance levels will take into consideration specific tasks and ambient use of each space and sprinkler head locations.

Lighting equipment will be selected to consider high levels of visual comfort, high color rendering, low glare and excellent energy efficiency. Automatic lighting controls will meet code minimums including control of day-lighted zones, and automatic shut-off controls. Manual shut-off controls will be applied to all spaces. Larger spaces with multiple points of entry/exit will utilize 3 and 4-way manual shut-off control as applicable. Low-voltage lighting control (momentary switches) may be used in lieu of hard-wired multi-way control.

Provide dimming capability and controls for LED lighting equipment in conference rooms.

Fixture types:

Commercial grade with a variety of mounting styles and types. A combination of surface wrap-around style, recessed downlights, unit battery egress lights, exit signs, and industrial-style LED fixtures are anticipated. Finished architectural areas to have fixture aesthetics which are consistent with the character of that space. Provide under cabinet task lighting at all upper cabinets, such as in break rooms.

<u>Area/Activity</u>	<u>Category*</u>	<u>Design fc.*</u>
<i><u>Interior</u></i>		
• Corridors	M	10 – 20
• Lobby	O	20 – 40
• Stairways	M	10 – 20
• Private Offices	P	30 – 40
• Open Office Areas	P	30 – 40
• Conference Rooms	P	30
• Break room	M	10 – 20
• Locker Rooms	M	10 – 20
• Toilets/ Wash Rooms	N	15
• Holding	O	20
• Storage Closets	M	10

LED Lamps: CRI > 80, CCT 3500K.

LED System Efficacy: 85 Lumens per watt or better for downlights and specialty fixtures, 100 Lumens per watt minimum for recessed troffers.

Emergency Lights

- General: Emergency pathway lighting fixtures will be installed to meet the requirements of International Building Code (IBC) 2009 Edition. Dual head LED Unit battery lights will be used where required for building egress illumination.

- Emergency exit signs will be LED with integral battery and have a green stencil face. For economy, white thermoplastic housings will be used.

FIRE ALARM

- A “Silent Knight” Fire alarm will be provided as required by the 2006 International Fire Code (IFC) and applicable local codes. A fire alarm system will be installed to monitor manual pull stations, annunciate alarms, and monitor fire suppression system devices (server room?). Automatic area smoke detection is assumed for the Office Building. Exterior building audible/visual notification will be provided. Reporting will be via an existing AES mesh radio network per Port standards.
- Relocate the existing FACP from the outside of the sprinkler riser closet (new AG Lab space) to the adjacent Sprinkler Room. Provide new point-to-point fire alarm cabling for all devices being served by the FACP.
- Upgrade audible/visual notification appliances (in terms of quantity and location) throughout the Tenant space to meet current code. Add one booster power supply for new notification appliances.
- The F/A system will be installed per the requirements of the National Fire Alarm and Signaling Code - NFPA 72, NFPA 90A, Installation of Air Conditioning and Ventilation Systems and applicable local codes.
- Air-handling equipment 2000 cfm or greater will include duct detection devices placed within the supply-side air stream, with provisions for automatic fan shut-down upon detection of smoke.
- A report printer will be included for the building system.
- The building does not contain any elevators, and does not contain any fire barrier doors which would require automatic release.

COMMUNICATIONS

- General: System consists of structured wiring only. Provide structured wiring system in support of phone/data systems and equipment provided by others.
- Structured wiring systems shall consist of station outlets, horizontal cabling, patch panels (fiber and copper), riser cabling extensions between the cross-connect and rack location, and free-standing data equipment racks. Communications equipment and end-use devices to be provided by others.
- Codes and Standards: EIA/TIA, BICSI.
- Locate Racks and patch-panels within the Computer/LAN Room.
- Data racks are to be 2-post style with accessory seismic hardware.
- Provide fire-resistant plywood (painted white) on walls in the Computer/LAN Room, and provide wire management cable tray around the room perimeter. Provide additional trays as required to bridge between perimeter tray and racks.
- New telephone handsets will utilize VoIP technology. Infrastructure shall be specifically identified for telephone use using CAT-6 cabling and standard RJ-45 jacks within quad multi-port station outlets.
- Cable Paths: Conduit sleeves shall be used to extend cabling through walls and floor from work spaces into adjacent areas and to the Computer/LAN Room. Size and quantity as required.
- Provide two 4” EMT raceways for extending copper and fiber media between the second floor telecommunications space (cross-connect or LIU as applicable) and the new second floor Computer/LAN Room.
- Horizontal wiring distribution: Neatly bundle cables using CAT straps, Surface Metal Raceway (SMR) or cable tray as applicable. Joist space above ceilings is generally considered to be inaccessible, and installation of exposed/fished wiring above this ceiling is prohibited. Wiring above ceilings must be installed in raceway. Conceal cabling in SMR where surface-mounted in finished interior areas. Size SMR for the number of cables required, and include radius corners for cabling where maximum bend-radius cannot be accommodated using standard fittings. Use CAT-straps and cable tray only in unfinished spaces such as storage rooms, warehouse, equipment spaces and similar utility areas.

- Telephone and data wiring may be run exposed in approved accessible locations and where not subject to physical damage. Exposed cabling shall be well-planned, neatly bundled and supported as specified and as acceptable for Systemax certification and as otherwise required by code.
- Route cabling so as to avoid passing below serviceable equipment or within/below their designated maintenance access areas. Also, route cables to maintain required separation from power conduits and other items which could create objectionable EMI or coupling.

SECURITY SYSTEMS

- Existing security and access control systems will be modified as required to accommodate new building points of entry and exit. Exterior doors will be secured using RFID key-cards (with or without keypads or biometrics as required) and magnetic door strikes. A request to exit device will be placed on the protected side to disable intrusion alarming while exiting.
- Coiling door at the public transaction counter will include a force protection panic-button feature for quick drop-down release and immediate intrusion notification.

OTHER SIGNAL SYSTEMS

- No provisions for CCTV, MATV, clock systems, public address, or conference room sound systems, are being provided.

BUILDING 2202 DRAWINGS



**BUILDING 2202
1ST FLOOR
TACOMA, WA 98421
PORT PARCEL #31**



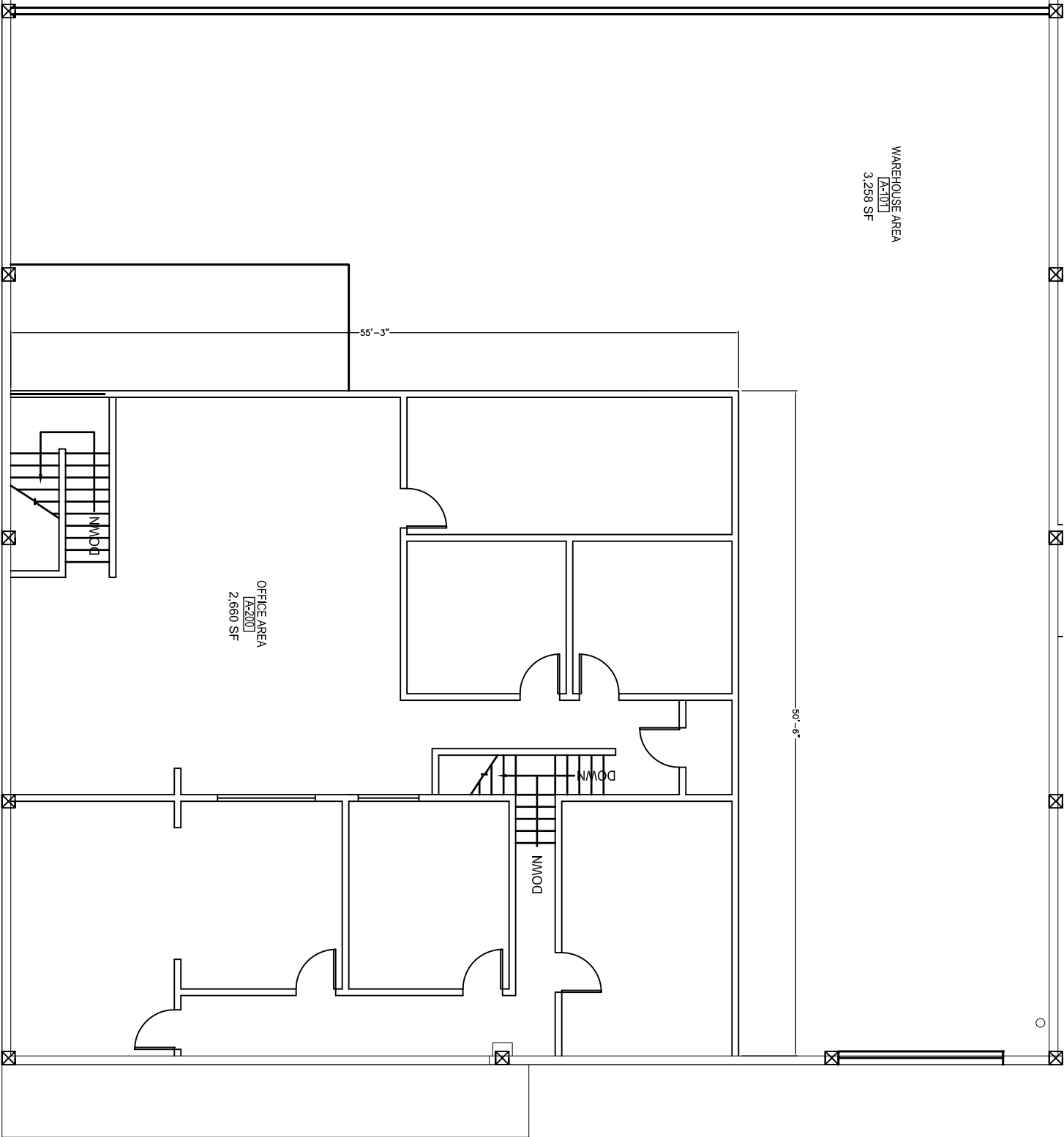
Port of
Tacoma
P.O. BOX 1837 TACOMA, WA 98401 (253)383-5841

FIG #	OF #	E. NUMBER:	DRAWING SCALE: AS NOTED	CREATED BY: marcel.bodsky Jun 05, 2017
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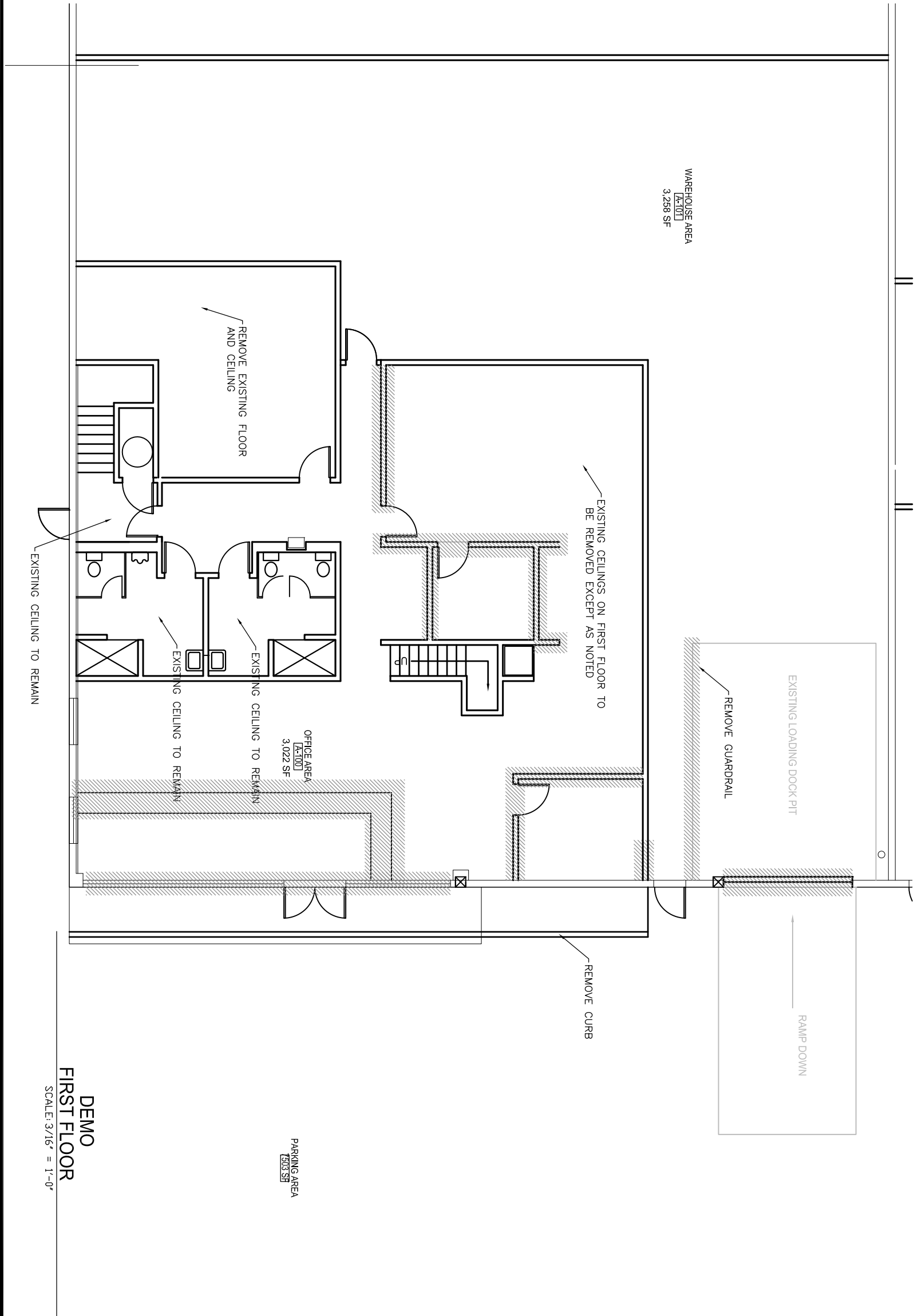
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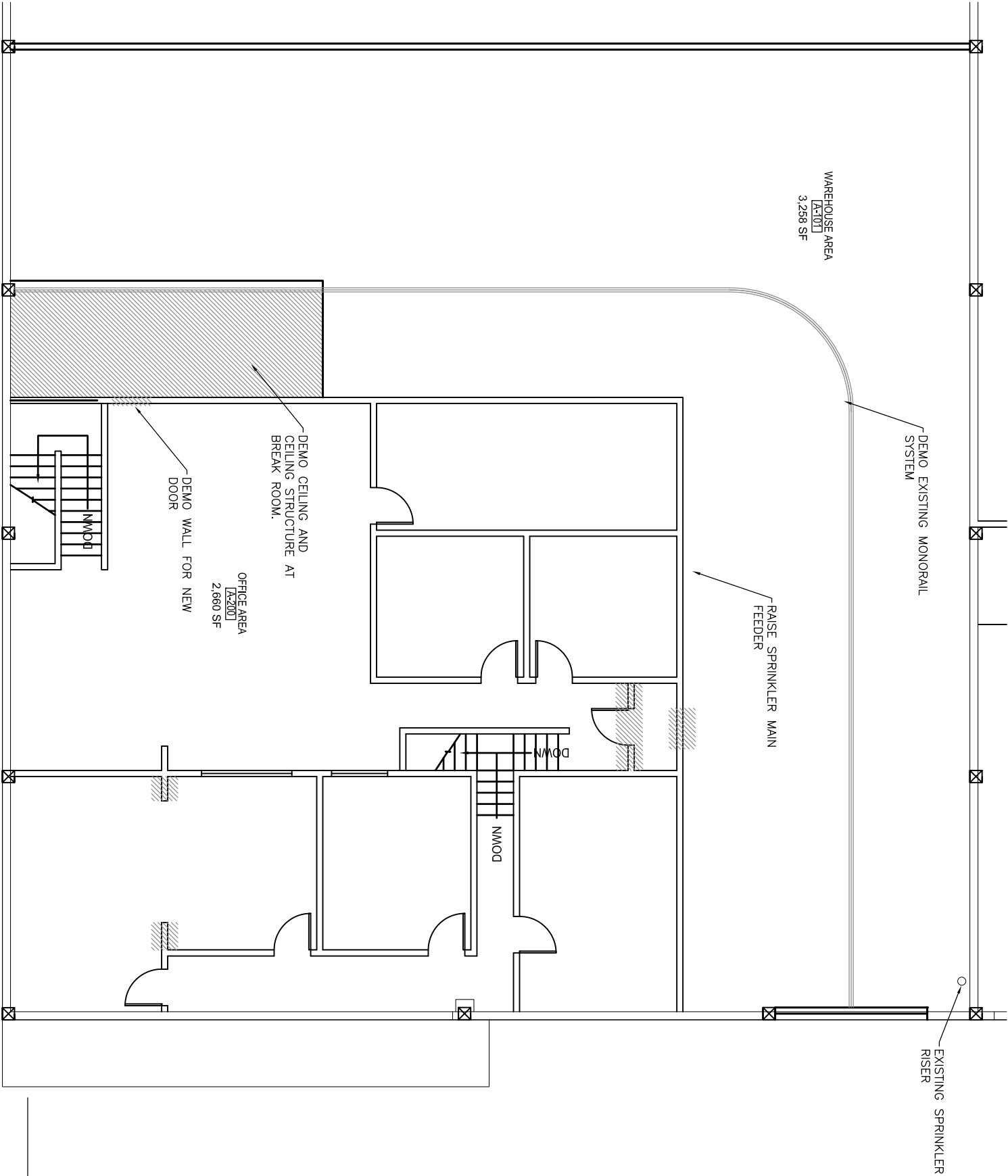
EXISTING SECOND FLOOR

SCALE: 3/16" = 1'-0"

A0.03		BUILDING 2202 2ND FLOOR TACOMA, WA 98421 PORT PARCEL #31			PURPOSE: LEASE EXHIBIT DATE: _____		 <small>P.O. BOX 1837 TACOMA, WA 98401 (253)383-5841</small>		
					MARK:	REVISION:	BY:	APPR:	DATE:
FIG #	OF #	E. NUMBER:	DRAWING SCALE:	AS NOTED	CREATED BY: marcel.bodsky Jun 05, 2017				




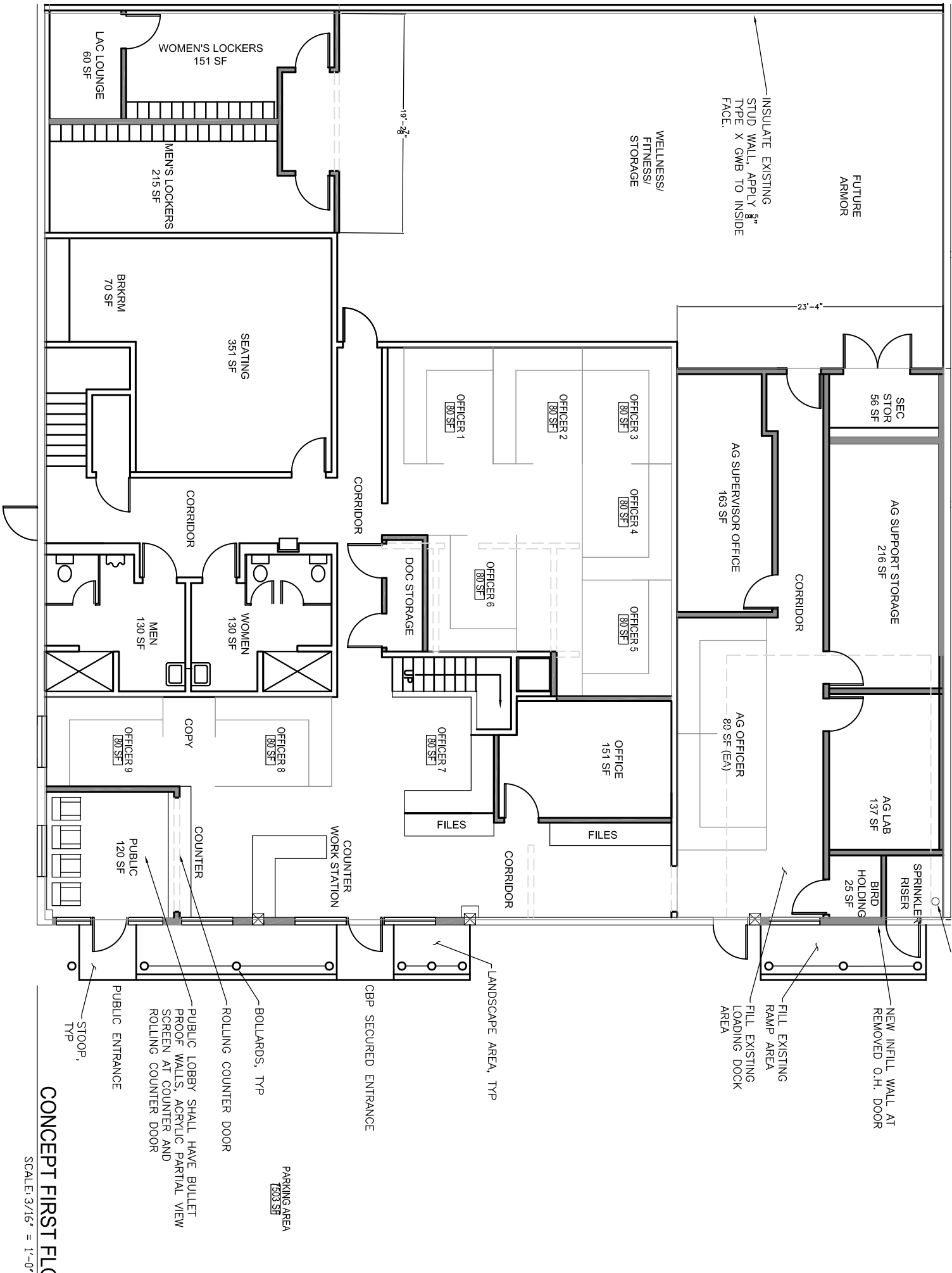
AD1.01		BUILDING 2202 1ST FLOOR TACOMA, WA 98421 PORT PARCEL #31			PURPOSE: LEASE EXHIBIT DATE: _____		 <small>P.O. BOX 1837 TACOMA, WA 98401 (253)383-5841</small>		
FIG #	OF #	E. NUMBER:	DRAWING SCALE: AS NOTED	CREATED BY: marcel.bodsky Jun 05, 2017	MARK:	REVISION:	BY:	APPR:	DATE:



DEMO SECOND FLOOR


SCALE: 3/16" = 1'-0"

AD1.02	BUILDING 2202 2ND FLOOR TACOMA, WA 98421 PORT PARCEL #31					PURPOSE: LEASE EXHIBIT		<div> P.O. BOX 1837 TACOMA, WA 98401 (253)383-5841</div>		
						DATE: _____				
						MARK:	REVISION:			
FIG #	OF #	E. NUMBER:	DRAWING SCALE:	AS NOTED	CREATED BY:	marcel.bodsky Jun 05, 2017				



CONCEPT FIRST FLOOR

SCALE: 3/16" = 1'-0"

A1.01		BUILDING 2202 1ST FLOOR TACOMA, WA 98421 PORT PARCEL #31			PURPOSE: LEASE EXHIBIT DATE: _____		 P.O. BOX 1837 TACOMA, WA 98401 (253)383-5841		
FIG #	OF #	E. NUMBER:	DRAWING SCALE: AS NOTED	CREATED BY: marcel.bodsky Jun 05, 2017	MARK:	REVISION:	BY:	APPR:	DATE:



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BUILDING T7 BASIS OF DESIGN

Port of Tacoma

Work Order #1
Terminal 7 Office Building Renovation

Basis of Design Report

June 6 2017



Engineering & Architecture Services
1420 Fifth Avenue, Suite 600, Seattle, WA 98101-2357
Tel 206.883.9300 Fax 206.883.9301 www.tetrattech.com

Port of Tacoma

**Terminal 7 Security Building
OFFICE BUILDING RENOVATION**

BASIS OF DESIGN REPORT

6 JUNE 2017

Prepared by:



TETRA TECH

Engineering & Architecture Services

1420 Fifth Avenue, Suite 600, Seattle, WA 98101-2357
Tel 206.883.9300 Fax 206.883.9301 www.tetrattech.com

**Port of Tacoma
Terminal 7 Security Building
OFFICE BUILDING RENOVATION**

BASIS OF DESIGN REPORT

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CHAPTER 1.

PROJECT DESCRIPTION

BACKGROUND

The Port of Tacoma is providing on-site facilities to the Customs and Border Patrol Agency per Federal Mandate. The Port has selected the existing Terminal 7 Building and Building 2202 to accommodate Customs and Border Patrol Staff. Both of these buildings will be renovated to accommodate Patrol functions. Programming was conducted by the Port and concept drawings provided to Tetra Tech. This report provides a basis of design and cost estimate for the Ports budget planning purposes for Building Terminal 7 (T7).

SUMMARY – GENERAL SCOPE OF WORK

1. Renovate the existing two story Terminal 7 office building.

MAJOR ASSUMPTIONS

- Existing Restrooms will remain untouched.
- Floors and ceilings will be replaced in offices and open areas.
- New mechanical units will be provided to replace existing
- New lighting will be provided in offices and open areas
- Exterior metal work (railings etc) will be painted.
- The buildings will have a new telecommunications system.
- The buildings will meet current City of Tacoma Code requirements, except for Energy.

CHAPTER 2.

PROJECT REQUIREMENTS - ARCHITECTURE

DESIGN CRITERIA & CONSTRAINTS

CODE REQUIREMENTS

Building Code: Comply with 2015 City of Tacoma Building Code – I.B.C. 2012 & amendments

Occupancy: B

Fire alarm System: Provide new “Silent Knight” Fire Alarm system, no sprinkler system.

Exits Required: (2) assumed with occupant population exceeding (10) – 44” width

Accessibility: Fully accessible (no elevator per discussion with Port, equal accommodation each floor)

Construction Type: V-B

Energy Code: No change to existing envelope.

OUTLINE SPECIFICATION

General:

Patch and repair all existing gwb holes, dents or scratches, and any at removed equipment.

Division 2 Site work and Demolition

Remove existing interior walls, floor coverings, finishes and ceilings as noted on demolition plans. Dispose of all debris per authority having jurisdiction.

Division 6 Wood and Plastics

Rough Carpentry Lumber 2x S4S Doug-fir larch. Stndrd and better.

Division 8 Openings

Doors: Hollow metal frames, Maple veneer solid core doors to match existing with clear finish (see below). Provide stainless steel hardware, Schlage mortise locks w/ lever handle, BHMA 156.13, with closer and doorstop at each door. Contractor to provide Best cylinders, keying by Port.

Division 9 Finishes

GWB: 5/8” Type X at offices, Level 5 finish

Carpet: 1/8” rubber tile, Johnsonite Ecoworks or approved equal.

Paint: Follow MPI manual for prep and application

Interior:

New Gypsum Board: Primer MPI #50, with two coats MPI #43 (eggshell)

Existing GWB: two coats MPI #43 (eggshell)

New Steel Door Frames: MPI # 79 Primer, two coats Alkyd semi gloss: MPI # 49

Existing Steel Door Frames: one coats Alkyd semi gloss: MPI # 49

New Wood Doors: clear transparent finish, manufacturers' standard.

Exterior:

Steel Guardrails: (2) coats MPI 163.

Existing Steel Doors and frames: (2) coats MPI 163

Base: 6" rubber base.

Acoustic Tile Ceiling: Cirrus Tegular 7/8" X 24"x24", with 15/16" prelude suspension system.

CHAPTER 3.

PROJECT REQUIREMENTS – MECHANICAL

CODES AND STANDARDS

Tacoma Amendments – 2015 International Mechanical Code (IMC)

Tacoma Amendments – 2015 International Fire Code (IFC)

Tacoma Amendments – 2015 Uniform Plumbing Code (UPC)

WA State Adopted Building Code Amendments – Ventilation

WA State Adopted Fire Code Amendments

2015 Washington State Energy Code (WSEC)

PLUMBING

FIXTURES

Drinking fountain located in Office 108 will be removed and all piping capped at mains.

Kitchen sink located in Office 108 will be removed and all piping capped at mains.

All plumbing fixtures, hot water heater, and piping not mentioned in the basis of design to remain.
Restrooms to remain as is.

HEATING, VENTILATING, AND AIR CONDITIONING

DESIGN CRITERIA

Existing sheet metal ductwork to be reused as much as possible. Supply and return duct risers from the second floor serving the first floor to remain.

All diffusers to be replaced and duct work rerouted as required to serve diffuser locations.

Replace heat pumps located above the second-floor ceiling space, with Trane manufactured units. Unit to be a like for like replacement of the existing units. The heat pump unit will consist of a fan section, DX cooling coil, filter box with 2" MERV 8 filters, economizer, and vibration isolation mounts. The unit will be installed in the existing locations above the 2nd floor ceiling and allow for easy access to the service the units.

Replace induct heaters located downstream of the heat pumps which provide supplemental heat when the heat pumps cannot meet the heating requirements or when the heat pumps are in defrost mode.

Replace air-cooled condensing units located outside on asphalt in front of the building with units sized to meet the requirements of the heat pumps.

All condensate and refrigerant piping to be replaced as required for the heat pumps and condensing units.

Locker rooms in the Terminal 7 building will be exhaust ventilated with air drawn in from adjacent areas. Ventilation system will include ceiling exhaust fans, sheet metal ductwork and grilles.

Remove EF-11, hood and associated ductwork in Break Room 204.

Remove EF-5 and associated ductwork in Office 108.

The return air will be provided via transfer grilles and sheet metal ductwork for all new spaces.

Remove existing AC-1 in Computer 206 and replace with a split system as required for the computer room heat loads.

The HVAC system will be designed to a noise criteria of 40 or below.

System will be designed in accordance with local codes including those listed above, and accepted engineering practice.

DUCTWORK

Ductwork for the HVAC systems will be galvanized sheet metal.

Air conditioning ductwork will be insulated as follows: concealed above ceilings, with fiberglass blanket, 1" thick, 1.5 lbs/sq ft density and vapor jacket, all other ducts will meet the minimum requirements of the Washington State Energy Code (WSEC).

AUTOMATIC CONTROLS

Siemens controls will be provided for all mechanical equipment this will be integrated into the existing network with the ability to be monitor via internet access.

Automatic controls will be direct digital controls (DDC).

Controls will be by zone or unit control only.

COMMISSIONING

All mechanical systems will be commissioned by a certified commissioning agent.

CHAPTER 4.

PROJECT REQUIREMENTS – ELECTRICAL

General Lighting:

Illumination in all spaces will conform to normal workspace practices, appropriate to daytime and extended nighttime use.

Codes and Standards:

- IES “Lighting Application Handbook”
- Washington State Non-Residential Energy Code

Fixture types:

Commercial grade with a variety of mounting styles and types. A combination of lay-in troffers, suspended, wall, strip, exit, and industrial fixtures are anticipated. All fixtures will have an LED light source with the exception of specialty lights that aren’t manufactured with LEDs. Finished architectural areas to have fixture aesthetics which are consistent with the character of that space. Provide under cabinet lighting at all upper cabinets, such as in break rooms.

<u>Area/Activity</u>	<u>Category*</u>	<u>Design fc.*</u>
<u>Interior</u>		
• Circulation	C	20
• Inactive Storage	B	10
• Active Storage	C	20
• Stairways, Corridors	C	15
• Offices	D	30 – 40
• Break rooms	D	30 – 40
• Locker Rooms	C	15
• Toilets/ Wash Rooms	C	15
<u>Exterior</u>		
• Building Entrance		5
* Per IES "Lighting Application Handbook"		
• LED Lamps: CRI > 80, CCT 4000 K.		
• Drivers: High efficiency.		
• Exterior Lighting: LED wall packs spaced around building boundaries. Controlled from a common photocell through an electrically held contactor.		
• Control: Lighting will be controlled individually at each room. Dual level lighting control will be provided where required by the energy code. No centralized automatic lighting control system, or special lighting systems are anticipated.		

Emergency Lights

- General: Emergency pathway lighting fixtures will be installed to meet the requirements of International Building Code (IBC) 2009 Edition. To meet this requirement an emergency lighting inverter located in the electrical room will power exit signs and selected fixtures in hallways and rooms to illuminate clear paths to exits in the event of power failure.
- Emergency exit sign will have a green background.

FIRE ALARM

- “Silent Knight: Fire alarm will be provided as required by the 2006 International Fire Code (IFC) and applicable local codes. A fire alarm system will be installed to monitor manual pull stations, annunciate alarms. Automatic smoke detection is assumed for the Office Building.
- The F/A system will be installation per the requirements of the National Fire Alarm Code - NFPA 72,
- NFPA 72, National Fire Alarm Code, NFPA 90A, Installation of Air Conditioning and Ventilation Systems and applicable local codes.

COMMUNICATIONS

- General: Provide structured wiring system support of phone and data system. Provide station outlets, horizontal cabling, patch panels, and free-standing data equipment racks. Communications equipment and end-use devices to be provided by others.
- Codes and Standards: EIA/TIA, .BICSI
- Cable Paths: Conduits to extend from electrical room and telecommunications backboard to outlet locations. Neatly bundle cables using CAT straps or cable tray as applicable. Telephone and data wiring may be run exposed using plenum-rated wiring, where not subject to damage. Conceal wiring in offices and other finished building areas. Protect wiring below 10’a.f.f. Cabling color coding per Port standards.

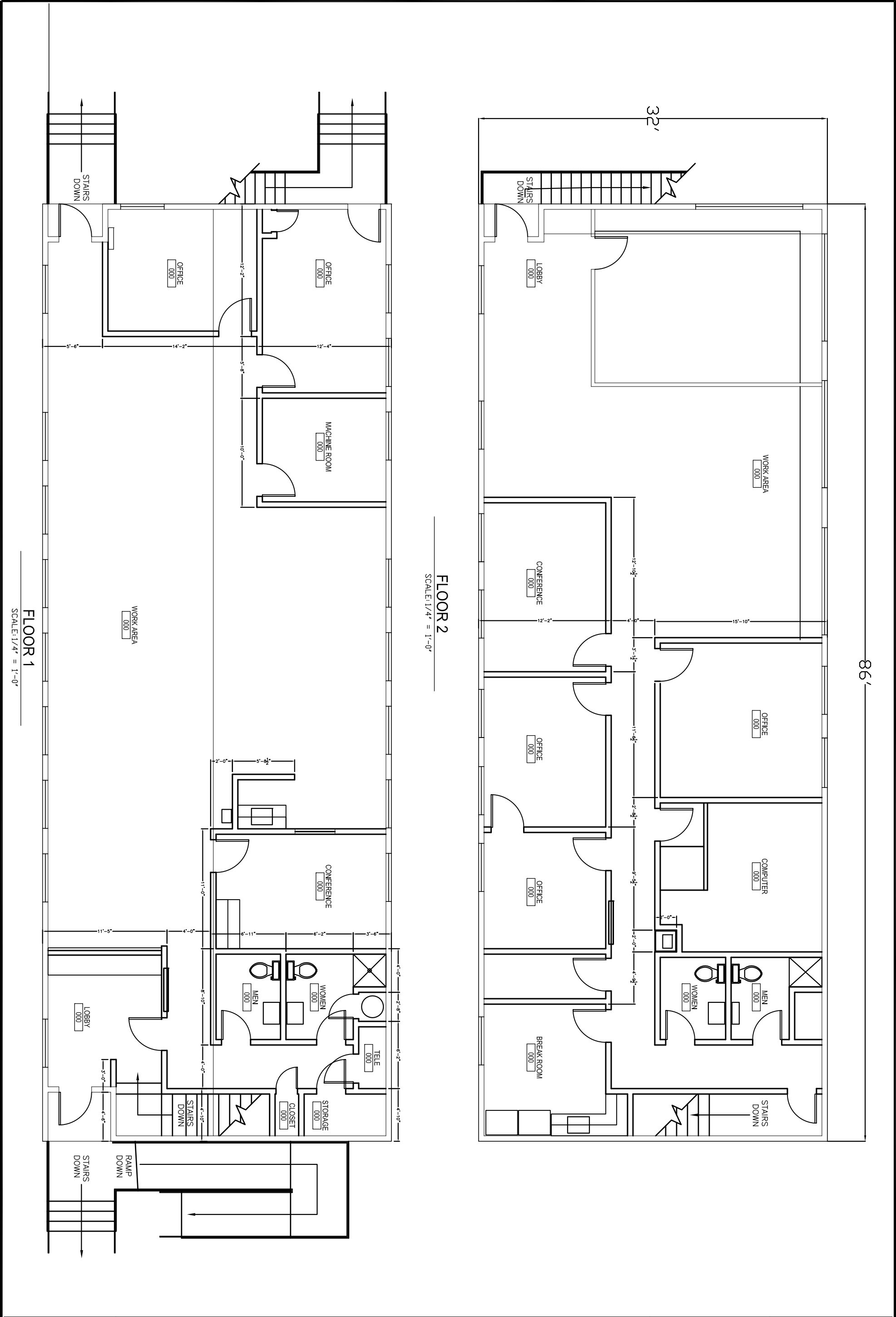
SECURITY SYSTEMS


- The security system will provide for card key access to all the public access doors. Key locks for all access doors.
- The Design will incorporate electric door strikes, magnetic door switch and IR motion detectors per CBP standards.

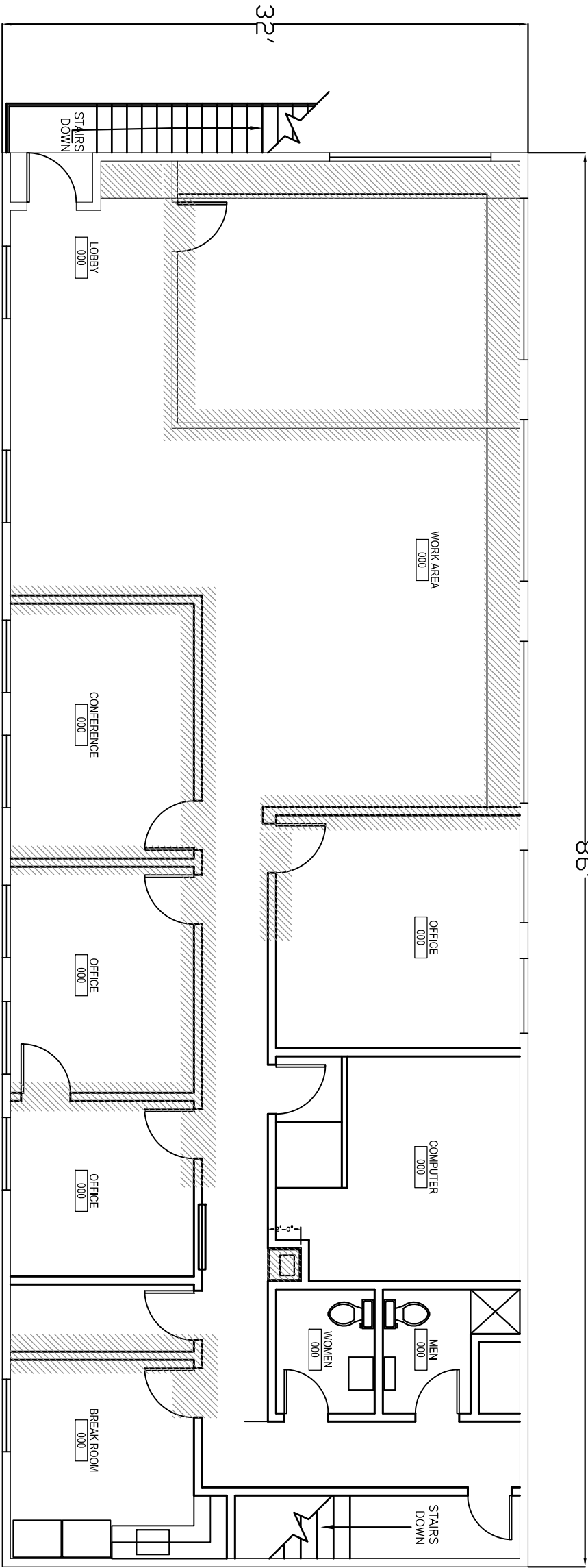
OTHER SIGNAL SYSTEMS

- No provisions for CCTV, MATV, clock systems, public address, or theatrical sound systems, are being provided.

BUILDING T7 DRAWINGS



A0.01		SECURITY BUILDING - EXISTING PLAN TACOMA, WA 98421 PORT PARCEL 27				PURPOSE: LEASE EXHIBIT		 P.O. BOX 1837 TACOMA, WA 98401 (253)383-5841				
						DATE: _____						
						MARK:	REVISION:			BY:	APPR:	DATE:
FIG #	OF #	E. NUMBER:	DRAWING SCALE:	AS NOTED	CREATED BY:	marcel.bodsky Jun 05, 2017						



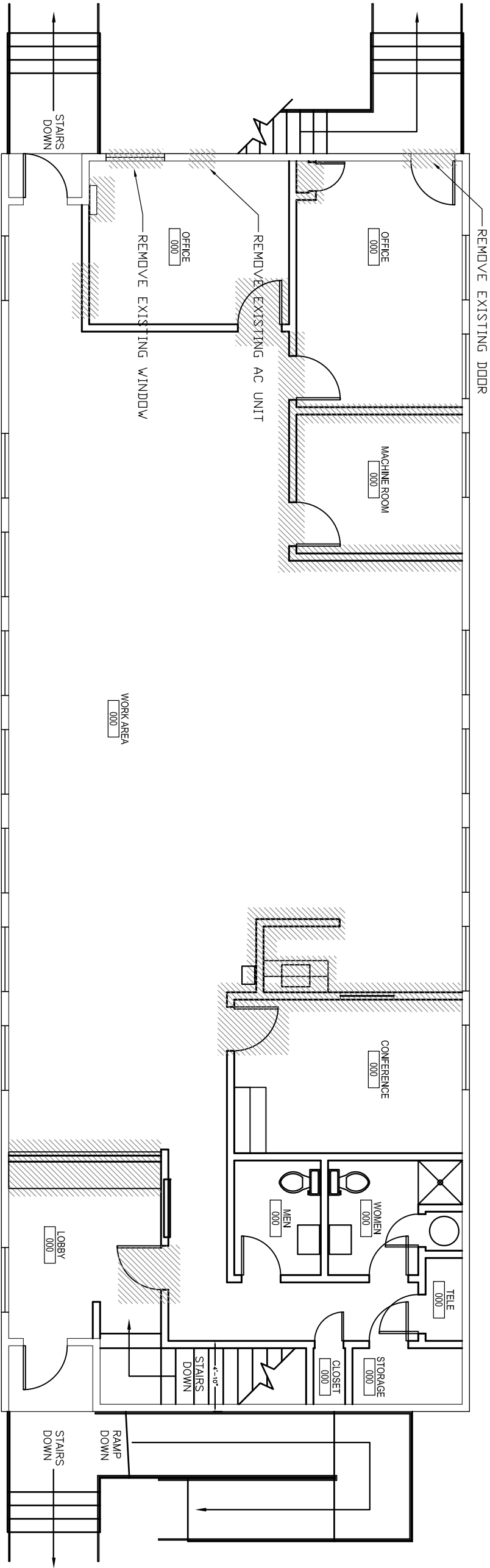
LEGEND

EXISTING WALL

DEMO WALL

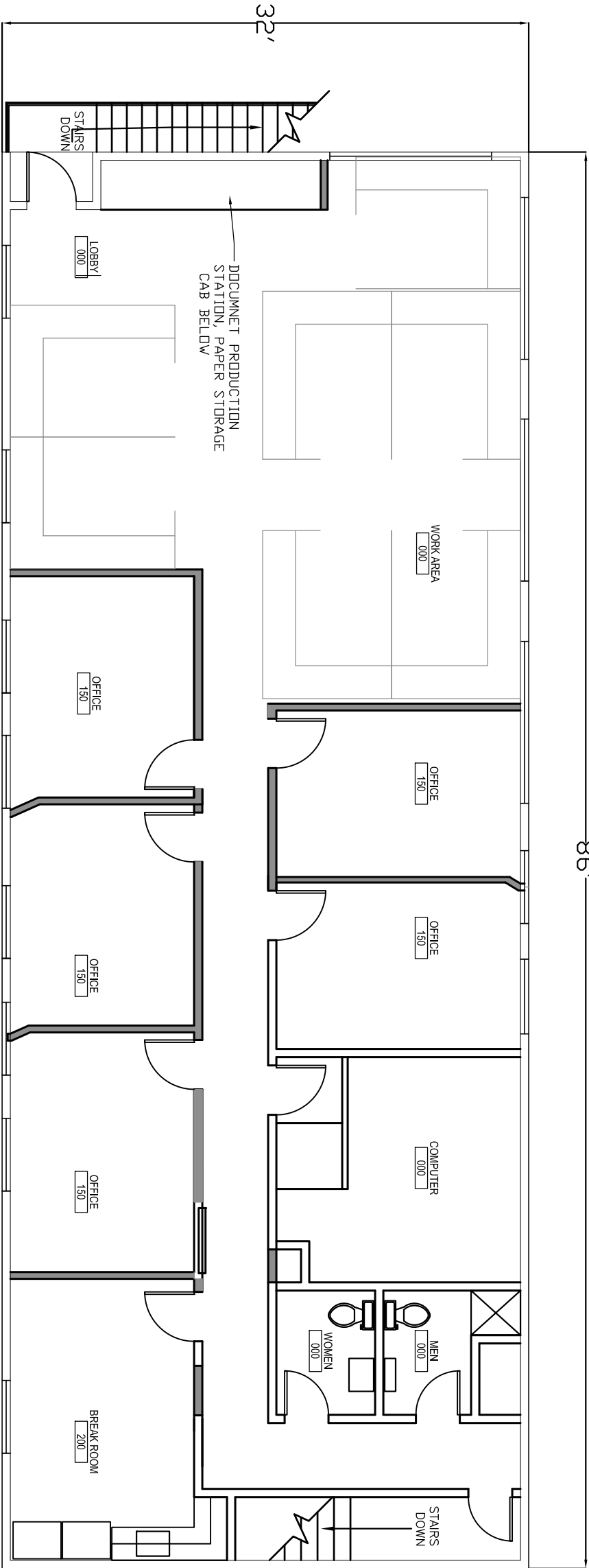
FLOOR 2

SCALE: 1/4" = 1'-0"



FLOOR 1

SCALE: 1/4" = 1'-0"



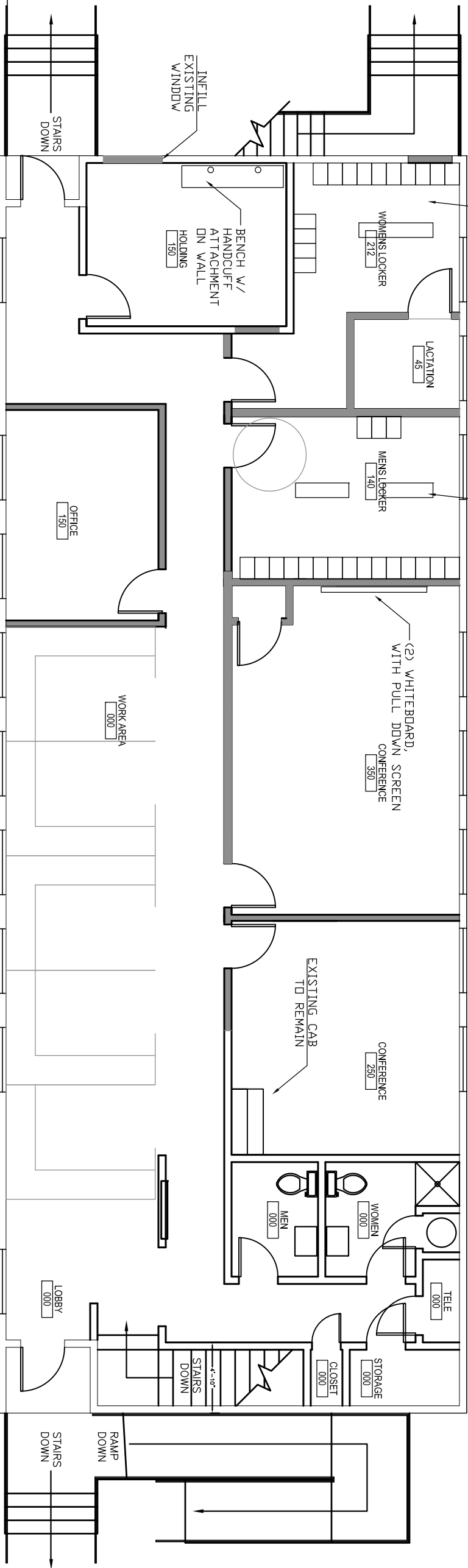
LEGEND

EXISTING WALL

NEW WALL

FLOOR 2

SCALE: 1/4" = 1'-0"



FLOOR 1

SCALE: 1/4" = 1'-0"