



**PORT OF TACOMA/
NORTHWEST SEAPORT ALLIANCE**

**REQUEST FOR PROPOSALS
No. 070872**

**ON-CALL PROJECT MANAGEMENT AND/OR
PROJECT CONTROLS SUPPORT SERVICES**

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

RFP INFORMATION	
Contact:	Juli Tuson, Procurement
Email Addresses:	procurement@portoftacoma.com
Submittal Due Date	MARCH 20, 2018 @ 2:00 PM (PST)

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE
AND INCLUDE 'ON-CALL PROJECT MANAGEMENT AND/OR PROJECT
CONTROLS SUPPORT SERVICES' IN THE SUBJECT LINE

PORT OF TACOMA/NORTHWEST SEAPORT ALLIANCE
Request for Proposals (RFP) #070872

**ON-CALL PROJECT MANAGEMENT
AND/OR PROJECT CONTROLS SUPPORT SERVICES**

The Port of Tacoma (Port) and the Northwest Seaport Alliance (NWSA) are soliciting proposals from highly qualified individuals and/or teams interested in assisting the Port and the NWSA in providing the necessary personal services to successfully complete Project Management and/or Project Controls Support Services.

A. BACKGROUND

The NWSA is an operating partnership of the ports of Seattle and Tacoma. Combined, the ports are the fourth-largest container gateway in North America. Regional marine cargo facilities also are a major center for bulk, breakbulk, project/heavy-lift cargoes, automobiles and trucks.

The NWSA is governed by the two ports as equal Managing Members, with each Managing Member consisting of the five commissioners in each port. Each port's commissioners are elected at large by the citizens of their respective counties. To learn more about the NWSA visit www.nwseaportalliance.com.

B. CONTRACTING DESCRIPTION

The Port/NWSA anticipate awarding up to three (3) contracts to selected firms. The period of performance of the contract(s) is two (2) years. At the sole option of the Port/NWSA, the contract(s) may be extended for up to two (2) years at one (1) year intervals.

The contract(s) will be issued for the initial amount of NTE \$150,000.00 each, depending on current anticipated use. Additional funds may be added to meet the Port/NWSA's projected service needs during the term of the contract(s).

The Port/NWSA do not guarantee all disciplines of services will be used nor does the Port/NWSA guarantee a specific volume of work under the contract(s).

The following documents are attached to this RFP:

- Attachment A – Instructions for Proposing
- Attachment B – Sample Personal Service Agreement
- Attachment C – Port of Tacoma Standard Terms and Conditions
- Attachment D – On-Call Terms and Conditions
- Attachment E – Sample Rate Sheet

*By submitting a Proposal, the Proposer represents that it has carefully read all attachments and agrees to be bound by the Port's Standard Terms and Conditions. As applicable, proposers shall identify during the question submittal and response period,

any sections you consider onerous, clarify why you consider these sections onerous, propose alternative language and describe why it is in the Port/NWSA's best interest to adopt the alternative language.

Proposals submitted with altered or conditioned Terms and Conditions without prior written agreement from the Port/NWSA will be considered non-responsive and not considered for evaluation.

B. SCOPE OF SERVICES:

The Consultant may be asked to provide Project Management Support Services to support capital and expense projects from conception to construction completion and project close out or any part thereof. Project Management Support Services and Project Controls Support Services can include any of the following:

Project Management Support Services:

- Coordinate multidisciplinary project scoping and coordination, budget development, schedule creation and maintenance, and project implementation.
- Manage work of other consultants supporting project design and delivery
- Support/assist with project definition and planning, including project scoping and coordination, budget development, schedule creation and maintenance, and project implementation.
- Conduct constructability reviews and QA/QC of design documents. Assist with development of phasing plans for construction sequencing.
- Coordinate inspections, studies, documentation of site conditions, site investigations, (including geotechnical, hazardous material surveys, and laboratory testing), planning studies and preliminary engineering documentation efforts.
- Provide progress reports, including weekly status and monthly or quarterly updates using Port/NWSA reporting systems, including, but not limited to, Microsoft Office, Office Suite, eBuilder or other project control database software.
- Coordinate development of bid documents and provide support during the bidding phase, assist contract and procurements staff with responses to technical questions during the bidding period, coordinate and assist with preparation of addenda.
- Develop and maintain project records in accordance with Port procedures.
- Provide documentation to support funding requests to the Commission as needed.
- Assist with preparation of updates to senior Port management and the Commission on project status.
- Provide coordination during design phases, which include conceptual design, development plans, specifications, estimates, and development of bid documents. Lead design review process, validate that project meets the scope, schedule, and budget requirements throughout project life and document variances.

- Provide coordination to ensure project receives all required permits and complies with permit conditions.
- Assist Port project managers with construction management services, coordinate and attend weekly construction meetings, complete meeting minutes, track and manage required project documentation, including RFI's, change orders and budget, scope, and schedule status. Assist in negotiating, and reporting, to assist the Port project manager in obtaining appropriate approvals for changes as they occur.
- Review construction submittals for technical and administrative compliance with contract documents.
- Review and evaluate contract change requests.

Project Controls Support Services

- Assist Project Managers with project administration, including document management in all phases of the project.
- Make copies, scan and distribute documents including incremental design documents, cost estimates, meeting minutes, etc.
- Bidding support for construction projects.
- Support contract administrators and project managers as needed.
- Assist in the preparation and issuance of addenda.
- Procurement of construction document copies.
- Work with project managers on accomplishing tasks related to the project closeout.
- Attend project meetings and distribute applicable documents as needed.
- Assist with agenda and meeting minute preparation.
- Attend weekly construction meetings to keep informed about construction projects and upcoming project activities.
- Assist with agenda and meeting minute preparation, payment applications, change orders and invoice review.
- Create and maintain construction management logs (submittals, RFIs, COPs, etc.) accurately and in compliance with specifications. Review for accuracy, process, and monitor ball-in-court for submittals and RFI's.
- Interpret field and project information to show data in a comparable and presentable manner.
- Coordinate with contractors to maintain and to audit T&M tickets, clarifying questions and inconsistencies before submitting for payment.

Deliverables

Deliverables will be assigned with each task order for specific activities and for a given time period. Task orders will be issued on an as needed basis.

D. RFP ELEMENTS & EVALUATION CRITERIA:

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the firm's/team's abilities to meet the requirement of this RFP. Emphasis will be on completeness of content. The written proposals should be prepared in the sequential order as outlined below.

Proposals are limited to 8 numbered pages (8 ½ by 11 inch) excluding the cover letter and all appendices. All pages shall be in portrait orientation with 1 inch margins. Font size shall be 11 point or larger. Proposals that do not follow this format will not be reviewed.

The cover letter shall include the RFP title and number as well as the name, title, email address, phone number and address of the proposing team's main contact and include the following information:

- Describe any claim submitted by any client against the firm within the past two years related to the services provided by the firm or its key personnel. For purposes of this request, "claim" means a sum of money in dispute in excess of 5% of the firm'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.

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

INITIAL EVALUATION PHASE

1. Firm Experience & History.....20 PTS

Specialized construction project management experience and technical competence of the individual(s) 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 and other stakeholders. Recent experience of the firm and successful completion of similar project management type work will be a material consideration.

Submittal Requirements

- A. Brief résumé of the Submitting 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.
- B. Description of recent projects or Work for which the Submitting firm (or firm's team) provided services to illustrate the firm's ability to perform the project management and support requirements of this Contract. Proposals should include but are not limited to:

- i. Work name and location
 - o Role of the firm (prime, subconsultant, joint venture, etc.).
 - o Client (Owner) name, Owner's project manager or primary contact.
 - o Physical address, phone number and email address.
 - o Name, address, phone number and email address of firm's project manager.
 - o Brief description of the Work (including description of the project management services provided by the firm).

2. Knowledge and Experience of Key Individuals.....25 PTS

Specialized experience and technical competence of the key individuals and support staff that will provide the requested services.

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

Submittal Requirements

- A. Brief resumes for each of the key individual(s) and/or support staff who will provide the requested services. (Full, one-page resumes may also be attached to the Appendix.)
- B. A representative list of past or current projects performed by the key individuals who will provide the requested services. Proposals shall include information about the project manager, major subconsultants, and key staff. Proposals shall include but are not limited to:
 - o Project name and location.
 - o Role of the individual (prime or subconsultant).
 - o Client (Owner) name, Project Manager or primary contact, physical address, phone number and email address.
 - o Name, address, and phonenumber of prime consultant's project manager.
 - o Brief description of the Work (including description of the services provided by the firm).

3. Capacity and Project Organization.....30 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.

Submittal Requirements

Provide information demonstrating the team's:

- A. Capacity to perform the Work.
- B. Clearly demonstrate the firm's capability to support the technical requirements as identified in the Scope of Work.
- C. Availability and accessibility (key personnel and support staff identified in criteria 2); Provide an organizational chart of your firm and include the respective roles that each employee will provide for the team.
- D. 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.
- E. Ability to coordinate the work quickly and efficiently with the Port of Tacoma and the Northwest Seaport Alliance personnel considering:
 - i. The team's organizational structure.
 - ii. Reporting relationship between individual team members.
 - iii. The physical location of the office from which the work will be performed.

4. Compensation.....25 PTS

Present detailed information on the firm's proposed recurring and non-recurring costs for services proposed.

Compensation information MUST be provided separately from the proposal, in an individual document.

All rates quoted shall be:

- **Fully burdened, including, but not limited to, administrative overhead and all direct/indirect expenses.**
- Quoted in US Dollars,
- Full cost inclusive of sales tax and other government fees, taxes and charges, and
- Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

NOTE: THE PORT OF TACOMA AND NORTHWEST SEAPORT ALLIANCE RESERVE THE RIGHT TO AWARD CONTRACTS FROM THE INITIAL EVALUATION PHASE TO THOSE TOP RANKED FIRMS. IF THIS RIGHT IS NOT EXERCISED, THE PORT/NWSA WILL REQUEST REFERENCES FROM AND INTERVIEW THE TOP RANKED FIRMS. THE REFERENCES AND INTERVIEWS WILL BE SCORED AS INDICATED BELOW IN THE FINAL EVALUATION PHASE. THE AWARD WILL THEN BE BASED ON THE FINAL, ACCUMLATIVE SCORE.

FINAL EVALUATION PHASE (if applicable)

5. References.....20 PTS

Ensure completion of a **minimum of 3 maximum of 5 references** submitted using Reference Form provided at time of request. All references must be received by the Port/NWSA by the requested date. The Port/NWSA will evaluate the reference checks to assess the proposed team's overall performance and success of previous, similar work. Reference checks will also be utilized to validate information contained in the proposal. The Port may contact submitted reference sites directly to accomplish this.

6. Interviews.....100 PTS

Interviews may be conducted with the top-ranked proposers. Failure to participate in the interview process will result in the proposer's disqualification from further consideration. Interviews will be held at the Port of Tacoma, Tacoma, WA. Travel costs will not be reimbursed for the interview.

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of RFP	FEBRUARY 28, 2018
Last Day To Submit Questions	MARCH 14, 2018
Proposal packets due	MARCH 20, 2018 @ 2:00 PM (PST)
Short List Consultants*	MARCH 30, 2018
Interviews (if required)*	WEEK OF APRIL 9, 2018
Final Selection*	APRIL 13, 2018
Execute Contract*	MAY 1, 2018

*Dates are tentative.

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

VENDOR OBLIGATION

Port/NWSA Requests for Bids, Requests for Proposals and Requests for Qualifications can be accessed on the Port's website, www.portoftacoma.com under 'Contracts'; 'Procurements'.

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



By subscribing to the Holder's List, firms will automatically be notified when new documents or changes relating to this procurement occur.

***Only those who have subscribed to the Holder's List will receive notifications throughout the procurement process, up until a firm is selected.**

COMMUNICATION / INQUIRES

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

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

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

ADDENDA

The Port/NWSA 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. If at any time, the Port/NWSA changes, revises, deletes, increases, or otherwise modifies the Solicitation, the Port/NWSA will issue a written Addendum to the Solicitation. Addenda will be posted to the Port's web site and conveyed to those potential submitters who have requested to be placed on the Holder's List.

PRE-PROPOSAL CONFERENCE

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

SUBMITTAL PROCESS

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

procurement@portoftacoma.com.

Name of Firm, RFP Title (Subject Line)

Please submit proposal, including all appendices and compensation in separate Adobe Acrobat PDF format. 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 proposals will not be accepted by the Port/NWSA. Proposals received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

All proposals submitted shall be valid and binding on the submitting firm for a period of ninety days following the Proposal submittal deadline and for any extension of time granted by the submitting firm.

EVALUATION AND AWARD PROCESS

An evaluation team will review each proposal and evaluate all responses received based upon the criteria listed herein. The Port/NWSA may request clarifications or additional information, if needed. After the evaluation team individually scores each proposal, the scores are tallied and the firms are ranked based on the scores.

A selection may be made based on the proposals and initial evaluation criteria alone. Alternatively, the evaluation team may create a short list of the top ranked firms and invite the short listed firms in for interview and/or check references. Scores for reference checks and interviews will be tallied and added to the short listed firm's initial evaluation scores. Final selection will be based on the highest ranked firm(s) accumulative score.

The Port/NWSA intends to select the Proposer(s) who represents the best value to the Port/NWSA based on the evaluated scores.

The Port/NWSA 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/NWSA may require. The Port/NWSA reserve the right to reject any or all Proposals submitted as non-responsive or non-responsible.

Procedure When Only One Proposal is received

In the event that a single responsive proposal is received, the Proposer shall provide any additional data required by the Port/NWSA to analyze the proposal. The Port/NWSA reserve the right to reject such proposals for any reason.

GENERAL INFORMATION

News releases pertaining to this RFP, 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/NWSA.

COSTS BORNE BY PROPOSERS

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

SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES

The Port of Tacoma and Northwest Seaport Alliance encourage participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Bidder/Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/submittals, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids/submittals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. The selected firm will be required to show evidence of outreach.

TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC)

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

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

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.

PUBLIC DISCLOSURE

Proposals submitted under this Solicitation will be considered public documents and, with limited exceptions, will become public information and may be reviewed by appointment by anyone requesting to do so following the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between the Port/NWSA and the selected Consultant.

If a firm considers any portion of its response to be protected under the law, the vendor shall clearly identify each such portion with words such as "CONFIDENTIAL,"

“PROPRIETARY” or “TRADE SECRET” on each page for which the protection is sought. If a request is made for disclosure of such portion, the Port/NWSA will notify the vendor 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/NWSA by the stated deadline, the Port/NWSA will release the requested portions of the Proposals. By submitting a response, the vendor assents to the procedure outlined in this paragraph and shall have no claim against the Port/NWSA on account of actions taken under such procedure.



Attachment B

PERSONAL SERVICES AGREEMENT NO. 070872

PROJECT: Title

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: PM

PROJECT NO. / GL ACCOUNT NO. #####

THIS AGREEMENT is made and entered into by and between the **Port of Tacoma and Northwest Seaport Alliance** (hereinafter referred to as the "Port/NWSA") and **xxCOMPANYxx** (hereinafter referred to as the "Consultant") for the furnishing of **xxTITLExx** Personal Services (hereinafter referred to as the "Project").

The Port/NWSA and Consultant mutually agree as follows:

SCOPE OF WORK

The Consultant will

DELIVERABLES

ASSUMPTIONS

COMPENSATION

This will be accomplished on fully burdened basis and will not exceed \$00,000.00 without prior written approval from the Port/NWSA.

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

All invoices shall be mailed "Attention: Contracts Department". Invoices may 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.

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

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

This agreement is expressly conditioned upon the Terms and Conditions attached and by reference incorporated herein. Consultant acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

AGREED

PORT OF TACOMA/NORTHWEST
SEAPORT ALLIANCE

CONSULTANT (LEGAL NAME)

By _____
Mark Little
Director, Contracts & Purchasing

Date

By _____

Date

Print Name

Title

Port of Tacoma Terms and Conditions Personal Services Agreement

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

1. Key Personnel

The Consultant and/or its subconsultants' key personnel, as described in its Consultant selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to by the Port.

2. Relationship of the Parties

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

3. Conflicts of Interest

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

4. Compliance with Laws

Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the

Immigration and Naturalization Service. Consultant shall obtain all professional licenses and permits required to complete the scope of work as defined.

5. Records and other Tangibles

The Port of Tacoma is a public entity and must maintain access to, and be able to provide, records per RCW 40.14, RCW 42.56 and the Secretary of State's Local Government Common Records Retention Schedule (CORE) Version 3.3 (October 2016). Therefore, until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

6. Ownership of Work

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

know how, and expertise, and use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information from the Port.

7. Disclosure

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

8. Compensation

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the Port shall pay Consultant as specified in the Agreement. Compensation for vehicle usage will be paid at the current Internal Revenue Service allowable mileage reimbursement rate. Consultant's expenses will be reimbursed at cost, subject to attached guidelines, with the exception of all third party costs which will be reimbursed at cost plus the negotiated percentage markup.

9. Payment Schedule

Consultant shall submit detailed numbered invoices showing description of work items being invoiced, work order number, title of project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate and all authorized expenses itemized, with backup, in accordance with the Port's "Guidelines for Consultant Fees and Reimbursable Items", by the 10th of the month to be paid by the end of the

current month, unless other terms are agreed to by the parties.

10. Costs and Disbursements

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

11. 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 and automobile liability insurance as shall protect Consultant and any subconsultants performing work under this Agreement from claims for damages from bodily injury, including death, resulting there from as well as from claims for property damage which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultants, or anyone directly or indirectly employed by either of them.
- b) With respect to claims other than professional liability claims, Consultant and its subconsultants agree to defend, indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

- c) With respect to professional liability claims only, Consultant and its subconsultants agree to indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

12. Standard of Care

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall, without additional compensation, correct or revise any errors or omissions in such work.

13. Time

Time is of the essence in the performance by the Consultant of the services required by this Agreement.

14. Assignability

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

15. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may

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

16. Disputes

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

17. Extent of Agreement

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

Port of Tacoma On-Call Terms and Conditions

1. Definitions Supplementary Conditions

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

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

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

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

2. Task Order Proposals

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

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

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

A. Lump Sum Proposal

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

OR

B. Time and Materials Proposal

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

3. Task Order Execution

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

4. Task Order Revision

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

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

5. Payment Schedule

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

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

6. Task Order Closure

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

7. Task Order Termination

The Port/NWSA 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.

Attachment “E”

HOURLY RATES

On-Call Project Management and/or Project Controls Support Services

PSA No. 070872 / GL Account No. XXXXX

<u>Personnel</u>	<u>Hourly Rates</u>
Project Management	\$
Project Control Support	\$

Additional personnel are not authorized without prior written approval from the Port's Project Manager.