



REQUEST FOR QUALIFICATIONS No. 071130

Habitat Mitigation Professional Services

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

RFQ INFORMATION	
Contact:	Heather Shadko, Procurement
Email Addresses:	procurement@portoftacoma.com
Phone:	253-428-8697
Submittal Date	JUNE 7, 2019 @ 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: **HABITAT MITIGATION PROFESSIONAL SERVICES'**

PORT OF TACOMA
Request for Qualifications For
HABITAT MITIGATION PROFESSIONAL SERVICES
RFQ Number 071130

The Port of Tacoma (Port) is soliciting Statements of Qualifications (SOQ) from highly qualified teams interested in providing professional consulting services to assist the Port with planning, permitting, design, and construction services to develop habitat mitigation site(s). The Port is planning three habitat mitigation projects located at Port Parcel's 14, 75, and 129. The habitat mitigation projects may include emergent/mudflat, scrub-shrub, and/or forested wetland (estuarine, riverine, and/or palustrine) restoration, wetland buffers, floodplain improvements, and fish bearing stream restoration/relocation.

Through this SOQ solicitation, the Port may select up to three teams to conduct the professional consulting services for one or more of the projects. Although this SOQ is for the full range of professional consulting services, each project will begin with planning and preliminary design and each project may be advanced to a different level of completion requiring different levels of professional consulting services. The Port does not guarantee all disciplines of services will be used nor does the Port guarantee a specific volume of work under the contract(s). The Proposer shall state in their SOQ if the Proposer wants to be excluded from consideration for any of the three projects.

A. CONTRACTING DESCRIPTION

The Port will select the most qualified teams (team(s) 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 up to three (3) professional service contracts based upon the information provided herein.

The contract period of performance will be 60 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 – Vicinity Map

* 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 would benefit by the exception.

B. BACKGROUND OF PROJECT SITES

Parcel 14 (Lower Wapato Creek Habitat Site)

Location: 1131 E Alexander Avenue, Tacoma, WA (Pierce County Parcel No. 0320013145)

Existing Conditions:

Approximately 20 ac of undeveloped land consisting of trees and invasive vegetation. Historically used for agriculture and as an upland dredge/sediment disposal location. Wapato Creek was historically ditched and channelized along Alexander Avenue and 12th Street East. Wapato Creek is categorized as a fish-bearing stream; however, the Services state that there is no ESA-listed salmonid use or presence in Wapato Creek.

Potential Future Conditions:

Re-meandered creek with fish habitat, replaced 12th Street creek culvert, and restored emergent, scrub-shrub, and forested wetlands with an estuarine/tidal mudflat.

Existing Information:

Planning, permitting, and design was originally initiated in 2012 and project was put on hold after approximately 60-90% design. A SEPA Determination of Non-significance (DNS) dated January 3, 2013 was issued by the Port of Tacoma. A Hydraulic Project Approval (HPA) was received from WDFW and a Critical Areas Development Permit was received from the City of Tacoma; however, both will be expired soon. Additional project information includes cultural resource assessments, wetland delineation, soil and geotech investigations, groundwater and creek water level investigations, draft Advance Mitigation Plan, JARPA/permit applications, and draft design drawings.

Mitigation Use:

Most of the project may be used as concurrent mitigation for filling approximately 4.5 ac of Category III wetlands with any remaining credit to be documented and used as advance mitigation credit for the Port.

Schedule:

Anticipate initiating planning, design, and permitting in early July 2019 upon contract execution. Anticipate bidding of Grading and Fill project including all site development items and site stabilization measures in Spring of 2020 with a Substantial Completion date in the Fall of 2020. Anticipate bidding of Site Landscaping and Maintenance project in the Spring of 2021 with an anticipated Substantial Completion date of September 2024.

Parcel 75 (Canyon-Clear Creek Confluence Habitat Site)

Location:

4121 Pioneer Way E, Tacoma, WA (Pierce County Parcel No. 0320133050)

Existing Conditions:

Approximately 6 ac of undeveloped land consisting of trees, invasive vegetation, and likely wetlands. Clear Creek and/or Canyon Creek were likely historically ditched and channelized along Pioneer Way E. Clear Creek is classified as a Type F2 stream and has documented presence of ESA and non-ESA salmonids.

Potential Future Conditions:

Re-meandered creek with fish habitat, and restored floodplain emergent, scrub-shrub, and/or forested wetlands and wetland buffers. Design and construction will likely be conducted by Pierce County with review by the project team.

Existing Information:

The Port does not have any specific information for Parcel 75. The project is within Pierce County's Clear Creek Flooding Project (<https://www.co.pierce.wa.us/3321/Clear-Creek-Flooding>), Pierce County's Clear Creek Habitat Restoration Project (<https://www.co.pierce.wa.us/6275/Clear-Creek-Habitat-Restoration>), and is upstream of the Port's Upper Clear Creek Mitigation Site/Bank and other Clear Creek habitat restoration sites (<https://www.portoftacoma.com/community/environment/habitat>).

The project will be primarily conducting baseline studies, wetland delineation, and concurrent/advance mitigation planning. The project may also include permitting support and review of Pierce County's design and construction. The project will likely be designed and constructed by Pierce County; however, this SOQ includes these services should they be needed by the Port.

Mitigation Use:

Most of the project may be used as concurrent mitigation for filling approximately 4.5 ac of Category III wetlands with the remaining mitigation requirement coming from Parcel 14. Alternatively, depending on agency negotiations, the project may be developed as an advance mitigation site for the Port.

Schedule:

Upon contract execution in early July 2019, anticipate initiating primarily planning, baseline studies, and mitigation planning/permitting and potential third-party review of Pierce County's design, permitting, and construction/maintenance. Anticipate Pierce County beginning construction in Spring of 2021.

Parcel 129 (Upper Clear Creek Mitigation Site – Phase II)

Location:

3604 40th Avenue E, Tacoma, WA (Pierce County Parcel No. 0320132103). Immediately adjacent to the southeast corner of the Port's Upper Clear Creek Mitigation/Bank Site.

Existing Conditions:

Approximately 10 ac farm site consisting of two houses, barn, large shed, outbuildings, trees, agricultural fields, and likely wetlands and remnant historical Clear Creek channel. Clear Creek Mitigation site was historically ditched and channelized along the railroad tracks near Pioneer Way E to the west of the project site and meandered back onto the Upper Clear Creek site in 2015. Clear Creek is classified as a Type F2 stream and has documented presence of ESA and non-ESA salmonids.

Potential Future Conditions:

Depending on Port needs and negotiations with permitting agencies and/or the Upper Clear Creek Mitigation Bank Interagency Review Team (IRT), the project would be designed as a riverine Category I forested wetland with or without fish habitat (i.e., stream channels, off-channel habitat). Restored floodplain emergent, scrub-shrub, and/or forested wetlands and wetland buffers with or without fish habitat. The project would generate wetland credits with or without fish credits depending on the design.

Existing Information:

The Port conducted a Phase I Environmental Site Assessment in 2018 for the purchase of the property. The project is within Pierce County's Clear Creek Flooding Project (<https://www.co.pierce.wa.us/3321/Clear-Creek-Flooding>) and is adjacent to the Port's Upper Clear Creek Mitigation Site/Bank and other Clear Creek habitat restoration sites (<https://www.portoftacoma.com/community/environment/habitat>).

Mitigation Use:

Initially, this project will develop a preliminary design (~30%) and baseline studies to be used as a contingency plan to Parcel 14 in the event Parcel 14 is not constructed. If Parcel 14 and/or Parcel 75 are used for the concurrent mitigation, then this preliminary design would be used to develop a future advance mitigation site or for an expansion of the Port's mitigation bank.

Schedule:

Anticipate executing professional services contract in early July 2019 to initially perform planning, baseline studies, mitigation planning, and preliminary design (~30%) to create a basis of design report. The schedule for final design and construction will be determined at a later date and is dependent on future mitigation needs of the Port, development schedules, and if other habitat projects are successfully permitted.

C. SCOPE OF WORK

The scope of work for the professional consulting services shall include:

- Licensed surveyor to provide topographic surveys and other survey support
- Produce design and construction documents
- Produce civil and landscape architectural drawings to include full irrigation design

- Provide bid documents to include full CSI technical specifications and support for CSI specification divisions 0 and 1 utilizing the Port's specification system BSD Speclink
- Project cost estimates and review packages at various stages of design (30, 60, 90 and final)
- Permitting and environmental assistance and support (see below for further details)
- Provide bidding support
- Provide construction management support including on-site inspection services
- Utilization of the Port's Project Management software "eBuilder" at all levels of design, bidding and construction support
- Miscellaneous other work associated with the planning, permitting, design, bidding, and construction of the site, including meetings as necessary and providing project schedule(s)

Permitting and environmental assistance and support services shall include:

- SEPA/NEPA studies, analyses, and documentation
- Joint Aquatic Resources Permit Applications (JARPAs) in support of:
 - US Army Corps of Engineers Section 404 and Section 10 permits
 - Clean Water Act Section 401 water quality certifications and coastal zone management act consistency
 - Hydraulic Project Approvals (HPA)
 - Endangered Species Act compliance
 - Biological assessments or evaluations
 - Shoreline substantial development permits
 - Floodplains, floodways, and other critical areas
 - Wetland, aquatic, fish habitat, and critical areas permits including, habitat evaluation, NOAA's habitat equivalency analysis (HEA), delineation, and mitigation measures/plans for concurrent, advance, or bank mitigation.
- Geologic, hydrogeologic, hydrologic, hydraulic, and geotechnical evaluation and modelling
- Site and material characterization (site assessment, soil or water quality investigation including analytical characterization and soil fertility investigation and evaluation, waste material characterization, etc.)
- Hazardous building materials survey and support
- Air emissions estimates and modeling and other support
- Historic, archeological, and cultural preservation including surveys, plans, reports, negotiation support, on-site monitoring and inadvertent discovery support
- Stormwater analysis, engineering, and support
- Permitting, mitigation, and agency coordination/negotiation support.
- Outreach planning and assistance to inform and engage stakeholders in appropriate steps of the permitting and environmental review process
- Additional other miscellaneous permitting and environmental support tasks generally associated SEPA and NEPA processes and environmental permit application requirements

D. INSTRUCTIONS TO PROPOSERS & EVALUATION CRITERIA:

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of RFQ	May 21, 2019
Last Day to Submit Questions	June 4, 2019
SOQs due	June 7, 2019
Short List Consultants*	June 18, 2019
Interviews (if required)*	July 2, 2019
Final Selection*	July 8, 2019
Execute Contract*	July 16, 2019

*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 (071130) and RFQ Title (Habitat Mitigation Professional Services).

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.

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(s) which represents the most qualified team(s) to the Port and begin the negotiation and award process based on the evaluated scores.

The selected Consultant(s) will be invited to enter into contract negotiations with the Port. Should the Port and the selected consultant(s) not reach a mutual agreement, the Port will terminate negotiations and move to the next highest ranked team(s) 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 to 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 **8 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.

Submittal Requirements

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:
 - Work name and location
 - Role of the firm (prime, subconsultant, joint venture, etc.)
 - Client (Owner) name, Owner's project manager or primary contact, physical address, phone number and email address.
 - Name, address, phone number and email address of firm's project manager.
 - 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.

Submittal Requirements

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:
 - Project name and location
 - Role of the individual (prime or subconsultant)
 - Client (Owner) name, Project Manager or primary contact, physical address, phone number and email address
 - Name, address, and phone number of prime consultant's project manager
 - Brief description of the Work (including description of the services provided by the firm; (total cost of project; completion date; etc.)
 - 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:
 - 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.

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.

Submittal Requirements

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:
 - The team's organizational structure.
 - Reporting relationship between individual team members.
 - 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

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



People. Partnership. Performance.

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

PROFESSIONAL SERVICES AGREEMENT NO. 071130

PROJECT: Habitat Mitigation Professional Services

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: Contract Owner

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 **Habitat Mitigation Professional Services** Professional Services (hereinafter referred to as the "Project").

The Port and Consultant mutually agree as follows:

SCOPE OF WORK

The Consultant will

The work will be authorized as individual Task Orders to the contract in accordance with the Supplemental Terms and Conditions. Separate Task Orders defining scope and schedule will be issued by the Port for each assignment.

The Consultant is acting on behalf of the Port's project manager, and is not responsible for Contractor means and methods.

DELIVERABLES

ASSUMPTIONS

COMPENSATION

This will be accomplished on a **time and materials** basis and will not exceed **\$00,000.00** without prior written approval from the Port.

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

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

Contract 071130
Project No. XXXXXX

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PSA-A

AGREED

PORT OF TACOMA

CONSULTANT (LEGAL NAME)

By _____
Name
Title _____
Date _____

By _____
Date _____

Print Name _____
Title _____

Port of Tacoma Project Terms and Conditions Professional Services Agreement

1. Key Personnel

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

2. Insurance - Assumption of Risk

- a) As a further consideration in determining compensation amounts, the Consultant shall procure and maintain, during the life of this Agreement, such commercial general liability insurance, professional liability insurance and environmental liability insurance 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 \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage will include: Products and Completed Operations, Contractual Liability and Personal & Advertising Injury; and
 - ii) Automobile Liability covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident; and
 - iii) Professional Liability including environmental consulting services of not less than \$1,000,000 per claim and in the aggregate. If the scope of Professional Services includes environmental testing, consulting or other such professional services, the Consultant's Professional Liability policy shall include coverage for these services. If such coverage is written on a claims-made basis, any retroactive date on the policy shall be prior to the start of this contract. Coverage shall remain in effect for the term of this Agreement plus three years. Certificates of Insurance citing the contract and project number shall be provided to the Port of Tacoma on an annual basis for each of the three years.

- iv) Workers Compensation Insurance: Statutory Workers Compensation Insurance as required by the State of Washington.
- v) Stop Gap/Employers Liability Insurance shall be provided with a limit of not less than \$1,000,000 per claim.
- 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 VI or better. The Consultant shall be responsible for notifying the Port in writing within ten (10) days of receipt of notice of coverage being suspended, voided, cancelled or materially reduced. Except for professional liability, the Port shall be named as an additional insured on all policies by endorsement on ISO Form CG 20 10 Form B or equivalent. Except for Workers Compensation and Professional Liability, waivers of subrogation shall be provided by endorsement to all policies.
- 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.

3. Payment Schedule

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

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

Consultant shall submit detailed invoices showing the following:

- a) Invoice Number, Contract number, Title, Invoice Period
- 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) Further, provide a summary breakdown of all projects with the amount of the overall invoice to be charged to each project.
- d) Current Amount Due:
 - i) Time and Materials Breakdown: titles, hours, hourly rates, and all expenses itemized, with backup, in accordance with the contract.
- e) Total amount of the Contract, and balance of Contract amount.
- f) Indicate "**Final Invoice**" when invoice is the final billing.

4. Compensation

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

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

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

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

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

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

Rates and Markup are defined in the attached Rate Sheet and made a part of this contract.

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.

Prevailing Wages: If Divers, drillers, truck drivers, disposal or other tasks are defined in the scope - verify exact work with the PM and determine if prevailing wage language is required.

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.

Other Travel:

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:

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>

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.

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.

5. Deliverables

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

6. Drawing, Specification and GIS

If the scope of work includes development of specifications:

- 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 Matersformat specifications are available at <http://portoftacoma.com/contracts.forms>.

If the scope of work includes development of Drawings:

- 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.

7. Security – Transportation Worker Identification Credential (TWIC)

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

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

8. 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.

9. Extent of Agreement

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

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

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

10. Prevailing Wages

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.

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.

The applicable effective date for prevailing wages for this project is the execution date of this Amendment.

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>.

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.

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

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.

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.

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.

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.

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.

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.

HOURLY RATES

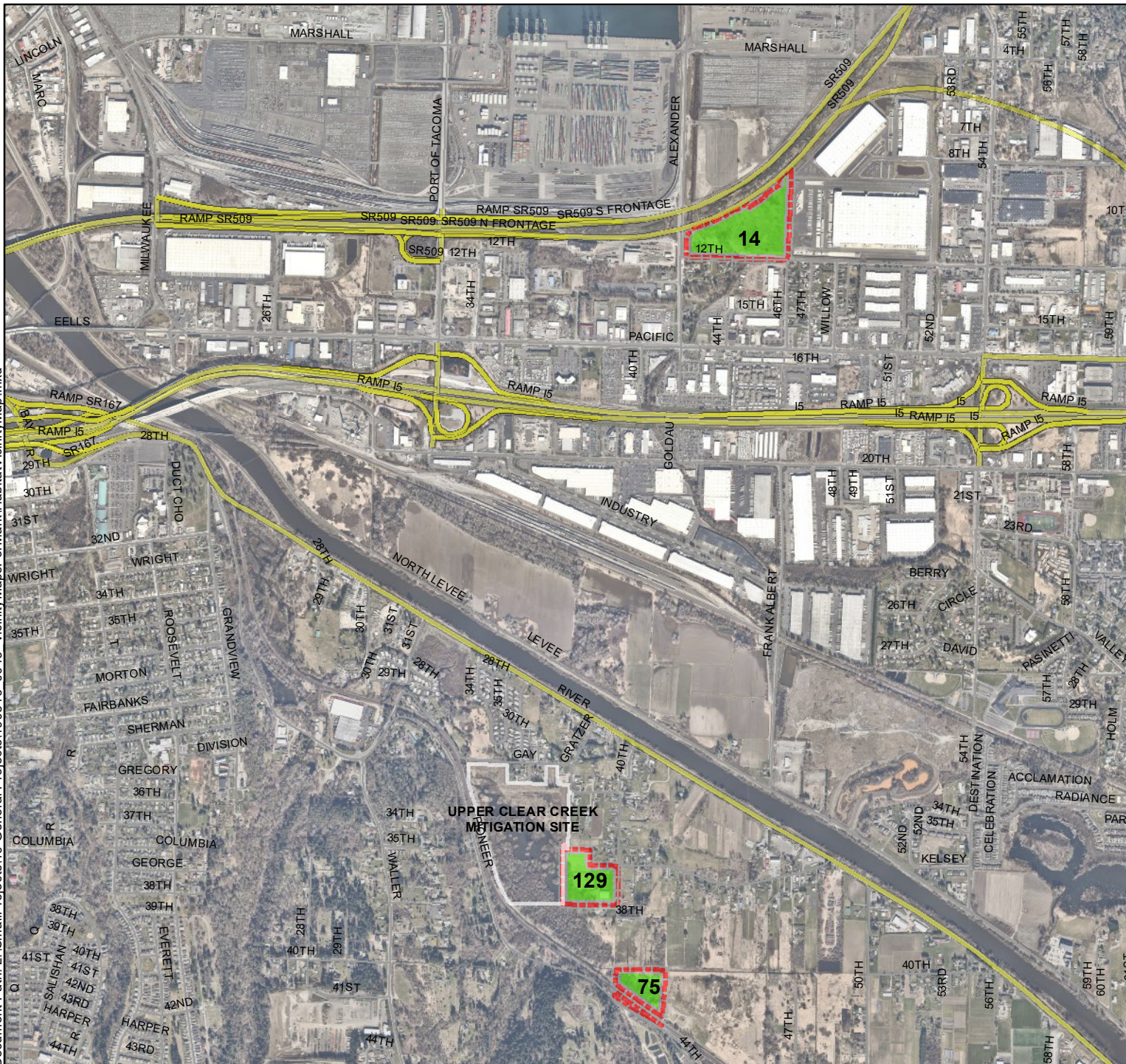
Consultant Project Name

<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>	
Subconsultants	Cost + Negotiated Markup (= or < 4%)
Other Direct Costs	Cost
Mileage (All Vehicles)	IRS allowable rate



VICINITY MAP PARCEL 14, 75, 129



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