



## REQUEST FOR QUALIFICATIONS No. 071016

### **DREDGED MATERIAL CHARACTERIZATION TACOMA HARBOR DEEPENING STUDY**

Issued by  
Port of Tacoma  
One Sitcum Plaza  
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| RFQ INFORMATION  |  |
|------------------|--|
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| Submittal Date   | <b>DECEMBER 5, 2018 @ 2:00PM PST</b>   |

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS  
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE  
AND INCLUDE 'DREDGED MATERIAL CHARACTERIZATION  
TACOMA HARBOR DEEPENING STUDY' IN THE SUBJECT LINE

**PORT OF TACOMA**  
**Request for Qualifications For**  
**DREDGED MATERIAL CHARACTERIZATION TACOMA HARBOR DEEPENING STUDY**  
**RFQ # 071016**

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 for the Tacoma Harbor Deepening Feasibility Study. The overall Environmental Consultant scope of services includes determination of the suitability of dredge soils for unconfined open water disposal, beneficial use (including grain size), or upland disposal. Samples will include evaluation for cultural or archeological resources. This work is being contracted by the Port of Tacoma for use by the US Army Corps of Engineers.

**A. CONTRACTING DESCRIPTION**

The Port will select the most qualified team (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 (1) professional service contract based upon the information provided herein.

The contract period of performance will be 27 months from contract execution.

The following documents are attached to this RFQ:

- Attachment A – Instruction for Submitting
- Attachment B – Professional Service Agreement
- Attachment C – Sample Rate Sheet

\* 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**

**1.1 OBJECTIVES:**

The three basic objectives for this work are: (a) to prepare a sampling and analysis plan (SAP) that shall be suitable for submission to the DMMP agencies for approval, (b) to sample and characterize the sediments in the proposed dredging area as described in the SAP, and (c) provide a report to document characterization that can then be used by the DMMP to make an advisory-level suitability determination for deepening of Blair and Sitcum Waterways and (d) observe, document and report on archaeological monitoring during sediment sampling.

**1.2 SCOPE:**

**1.4.1 Task 1 SAP Preparation**

The Contractor shall prepare a draft SAP suitable for submission to the DMMP agencies; respond to comments provided by the DMMP agencies; submit a revised draft SAP;

respond to comments provided by the DMMP agencies and submit a final SAP revised based on comments that is capable of being approved by the DMMP agencies.

#### **1.4.2 Task 2 Dredged Material Sampling and Collection of Bioaccumulation Reference Sample**

The Contractor shall provide a vessel and sampling equipment; collect samples of the proposed dredged material in accordance with provisions in the SAP; subsample for sediment conventional, chemical and biological testing; and deliver/ship material to testing laboratories. The Contractor shall provide a vessel and sampling equipment; and deliver/ship material to the testing laboratories. In addition, the Contractor shall provide an archaeologist who will observe and monitor the sediment sampling during sampling activities.

#### **1.4.3 Task 3 Analysis of Standard DMMP (Marine) COCs, Dioxins/Furans, TBT and Sediment Conventionals**

The Contractor shall analyze the dredged material management units for the standard marine DMMP chemicals of concern, dioxin and furan congeners, tributyltin (TBT) and sediment conventionals (grain size, total organic carbon, total solids, total volatile solids, ammonia and sulfides).

#### **1.4.4 Task 4 Data Validation**

The Contractor shall provide third-party, external data validation for all conventional and chemical analyses, including sediment and tissue data.

#### **1.4.5 Task 5 Data Report**

The Contractor shall prepare a draft report suitable for submission to the DMMP agencies; respond to comments provided by the DMMP agencies; submit a revised draft report; respond to comments provided by the DMMP agencies; and submit a final report revised based on DMMP agency comments. The archaeologist shall prepare a separate report, to be included as an appendix, that documents the results of archaeological monitoring.

#### **1.4.6 Task 6 EIM Data Entry**

The Contractor shall prepare draft spreadsheets in the format required for submittal to the Department of Ecology's Environmental Information Management (EIM) database; respond to comments provided by the Port of Tacoma and USACE; and submit final spreadsheets to USACE ready for submittal to EIM.

#### **1.4.7 Tasks 7 to 26 Options**

The Contractor shall accomplish other tasks (see Section 5) as needed by the Port of Tacoma and USACE. Award of these option must occur prior to initiating work.

### **1.4.8 Deliverable Summary**

The following services and items are deliverable to the USACE:

| <b>Deliverable</b> | <b>Description</b>  |
|--------------------|---|
| 1                  | Draft Sampling and Analysis Plan  |
| 2                  | Revised Draft Sampling and Analysis Plan                                |
| 3                  | Final Sampling and Analysis Plan  |
| 4                  | Daily Sampling/Processing Reports                                       |
| 5                  | Chain-of-Custody Forms/Core Logs  |
| 6                  | Preliminary Chemistry Data  |
| 7                  | Chemistry Laboratory Report   |
| 8                  | Preliminary Bioassay Data (if applicable)                               |
| 9                  | Bioassay Laboratory Report (if applicable)                              |
| 10                 | Validation Report   |
| 11                 | Draft Sediment Characterization Report                                  |
| 12                 | Revised Draft Sediment Characterization Report                          |
| 13                 | Final Sediment Characterization Report with appendices and ArcGIS files |
| 14                 | Draft EIM Spreadsheets  |
| 15                 | Final EIM Spreadsheets  |
| 16                 | Electronic Data and Report Submittal                                    |

### **1.3. ACRONYMS:**

|      |  |
|------|--|
| AR   | Army Regulation                          |
| BT   | Bioaccumulation Trigger                  |
| CFR  | Code of Federal Regulations              |
| COC  | Chemical of Concern                      |
| COR  | Contracting Officer Representative       |
| CRM  | Certified Reference Material             |
| DA   | Department of the Army                   |
| DL   | Detection Limit                          |
| DMMO | Dredged Material Management Office       |
| DMMP | Dredged Material Management Program      |
| DMMU | Dredged Material Management Unit         |
| DNR  | Department of Natural Resources          |
| DOD  | Department of Defense                    |
| EDL  | Estimated Detection Limit                |
| EIM  | Environmental Information Management     |
| EMPC | Estimated Maximum Possible Concentration |
| EPA  | Environmental Protection Agency          |
| FAR  | Federal Acquisition Regulation           |
| JTR  | Joint Travel Regulation                  |
| KO   | Contracting Officer                      |
| LWLW | Lake Washington Low Water Datum          |
| ML   | Maximum Level                            |
| NAD  | North American Datum                     |
| OCI  | Organizational Conflict of Interest      |
| PAH  | Polycyclic Aromatic Hydrocarbon          |
| PCB  | Polychlorinated Biphenyl                 |
| PCDD | Polychlorinated Dibenzo-p-dioxin         |
| PCDF | Polychlorinated Dibenzofuran             |

|       |   |
|-------|---|
| POC   | Point of Contact                          |
| pptr  | Parts per Trillion                        |
| PRS   | Performance Requirements Summary          |
| PSEP  | Puget Sound Estuary Program               |
| PWS   | Performance Work Statement                |
| QA    | Quality Assurance                         |
| QAP   | Quality Assurance Program                 |
| QASP  | Quality Assurance Surveillance Plan       |
| QC    | Quality Control                           |
| QCP   | Quality Control Plan                      |
| RL    | Reporting Limit                           |
| SAP   | Sampling and Analysis Plan                |
| SIM   | Selective Ion Monitoring                  |
| SL    | Screening Level                           |
| SMARM | Sediment Management Annual Review Meeting |
| SRM   | Standard Reference Material               |
| SVOC  | Semivolatile Organic Compound             |
| TBT   | Tributyltin                               |
| TE    | Technical Exhibit                         |
| TEQ   | Toxicity Equivalents                      |
| TOC   | Total Organic Carbon                      |
| TPH   | Total Petroleum Hydrocarbons              |
| TVS   | Total Volatile Solids                     |
| USACE | United States Army Corps of Engineers     |
| VOC   | Volatile Organic Compound                 |

## **PART 2 - GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES**

### **2.1 MATERIALS:**

USACE will provide the following electronic information:

- The most recent hydrosurvey data (March 2018) for the Blair and Sitcum waterways in .xyz format.
- Blair Waterway Navigation Channel boundaries in .dgn format.
- BioStat software

## **PART 3 - SPECIFIC TASKS**

### **3.1. BASIC SERVICES:**

The Contractor shall provide services for Dredged Material Characterization of the Blair Waterway in Tacoma Harbor, Tacoma Washington and archaeological monitoring of the sediment sampling.

### **3.2. List of Specific Tasks**

#### **3.2.1 Task 1 - SAP Preparation (Required Task)**

Develop a draft SAP that follows the guidance found in the DMMP User Manual (DMMP, 2016); updates to DMMP implemented via the sediment management annual review meeting (SMARM) process and associated updates found on the DMMP website; and the specific sampling and analysis requirements found in this PWS.

The draft SAP will be reviewed by the DMMP agencies and combined agency comments will be provided to the Contractor by the DMMO. Based on the comments received, the Contractor shall develop a revised draft SAP that addresses the comments received. The Revised draft SAP will be reviewed by the DMMP agencies and combined agency comments, if there are any, will be provided to the Contractor by the DMMO. Based on the second round of comments, the Contractor shall develop a final SAP. The final SAP will include a signature page on which the subcontractors indicate that they have reviewed the SAP and agree to follow the methods and QA procedures contained therein. The final SAP must be sufficient and complete enough to receive approval from the DMMP agencies.

The SAP will cover characterization of the dredge prism with analysis of the standard set of DMMP marine COCs, dioxins/furans, TBT, z-sample collection, and marine bioassays. This characterization is for an advisory-level determination, which has been determined to be 20% of the level of effort (number of samples) needed for a full characterization.

Analyses will be performed on individual samples, there will be no compositing except where multiple cores are collected to get sufficient volume of sediment for all necessary analyses.

Between the time that the final SAP is approved by DMMO and the commencement of work outlined in the SAP, at the request of DMMO, a conference call may be held among the Contractor, DMMP and each subcontractor.

#### **Estimated characterization volumes:**

The dredged material volume requiring characterization was estimated from the March 2018 bathymetry. The following table shows the estimated volumes, including two feet of overdepth:

| Area  | Side Slopes | Proposed Depth (ft MLLW) | Characterization Depth (including 2 ft overdepth, ft MLLW) | Estimated Volume (cy) (including advanced maintenance and overdepth) |
|-------|-------------|--------------------------|--|--|
| Blair | 1V:2H       | -57                      | -59  | 2,208,422  |

### Determining the number of required samples and analyses:

In the DMMP, the number of samples needed for a dredged material characterization is determined by the rank of a project. The DMMP agencies determine the rank of a project based on existing sediment data in the project area and information of known or potential sources in the area. The federal navigation channel in the Blair waterway is currently ranked low (DMMP, 2016). Recent projects in the berthing areas along the sides of Blair waterway have encountered elevated levels of COCs that bring the low ranking of the navigation channel into question (DMMP, 2015a; DMMP, 2015b; DMMP, 2016). Therefore, for the purposes of this characterization, the Blair waterway will use the sampling density for a low-moderate-ranked project. The Blair Waterway is considered heterogeneous.

The minimum number of DMMUs and samples under the DMMP guidelines for heterogeneous surface sediment in low-moderate and low-ranked areas is one field sample for every 8,000 cy. The following table calculated the number of sediment samples necessary to characterize the Blair Waterway assuming 20% of the total number of samples that would be needed for a full characterization.

For this feasibility-level characterization, there will be no compositing into DMMUs. Instead, individual samples will be analyzed.

| Waterway | Total Volume (CY) | Rank                           | Total Number of Samples | 20% of the Total Number of Samples |
|----------|-------------------|--------------------------------|-------------------------|------------------------------------|
| Blair    | 2,208,422         | Low-moderate = 8,000 CY/sample | 277                     | 55                                 |

A sample is considered a 2-ft interval of a core collected from a single location that is analyzed for the full list of DMMP COCs. Multiple cores will need to be collected from a single location in order to get enough volume of sediment for all the required analyses. Assuming 3 samples per core, 23 core locations will be needed within the waterways. At least two cores will need to be collected at each location to get sufficient sediment volume for all necessary analyses. A z-sample from the two foot interval below the design depth of the dredge prism should be collected for each core location.

An additional core should be collected from one third of the sample locations for the purposes of collecting enough sediment for bioassays. The exact locations that will be chosen to collect additional sediment for bioassay will be coordinated with the DMMP agencies and approved during SAP review. Only those locations for which bioassay sediment was collected AND SL exceedances have occurred will actually be run for the standard suite of marine bioassays.

### Target sampling stations:

The Contractor will place target sampling stations within each waterway to provide an adequate spatial and volumetric representation of the dredging prism. The distribution of core locations

and samples within the two waterways may be shifted by the DMMP agencies from the numbers calculated above, but the overall number of samples and core locations will remain the same.

The Contractor is encouraged to coordinate preliminary drafts of the core locations with the DMMO prior to submittal of the draft SAP in order to maximize the efficiency of later SAP review and reduce the work required by the Contractor.

#### Identifying Native Material

The depth at which native material is reached must be identified in the core logs for each core collected. Cores will be logged with detailed notes using USCS protocol and photographs.

A tiered testing approach should be developed in the SAP in order to avoid excessive testing of the native material. At a minimum the first interval of native material encountered going down the core must be tested and found to have all concentrations below DMMP SLs and dioxin guidelines.

#### Other Elements and Requirements to be included in the SAP:

The SAP must contain the information outlined in the DMMP User Manual in sufficient detail to enable the DMMP agencies to determine the adequacy of the sampling and analysis program. These items include:

- Vicinity map.
- A short summary of past sediment characterization results, especially as it relates to the core locations identified for this project.
- Project team composition, responsibilities and qualifications. The Contractor must provide staff experienced with planning, conducting and evaluating sediment bioaccumulation tests and associated data.
- A narrative description of the conceptual dredging plan, accompanied by figures in plan- and cross-sectional view. Side-slope ratios (1V:2H) are to be shown in the cross-sections.
- Calculations or a table showing the required number of samples and analyses assuming 20% of the total number required for a full characterization under the DMMP guidelines.
- Calculations or a table showing the minimum volume of sediment needed for all testing that will or might be conducted.
- Figures showing the proposed dredging area, target sampling locations and bathymetry. The date of the bathymetric survey must be shown on the figures. Target sampling locations and bathymetry contours must be labeled. These figures must be 11x17 inches or larger.



- A table with the coordinates and mudline elevations (ft MLLW) for the target sampling stations. Mudline elevations are to be taken from the March 2018 bathymetry. The coordinates for the target sampling stations should be included in both northings/eastings (Washington State Plane South Zone) and decimal degrees (with six decimal places). Datum = NAD83.
- A table showing the sampling stations and sampling depth intervals associated with each sample/analysis, z-sample depth intervals (2-foot z-samples are to be collected from -58 to -60 feet MLLW). Sampling depth intervals should be referenced both to feet below mudline and elevation (MLLW).
- A description of the navigation equipment and methodology to be used, including horizontal control, calibration and daily verification procedures
- A description of the vertical positioning equipment to be used, including vertical control, calibration and daily verification procedures.
- A description of the methodology and equipment to be used to determine water depths and tide-corrected mudline elevations (referenced to MLLW) at sampling stations.
- A description of the sampling equipment and methodology, including decontamination, core splitting, photographing of cores, core logging, core sampling and compositing.
- A description of the criteria that will be used to determine native material
- Acceptance criteria for core penetration and recovery. Procedures for measuring core penetration and recovery.
- Procedure for using tide-corrected mudline elevations, core penetration and recovery to determine the core intervals to be sampled to represent the dredged material and z-samples. Core intervals should not be corrected for.
- Sulfides subsampling protocol.
- A table showing analysis type, sample size, container size and type, preservation/holding conditions and holding times. Sample sizes listed in the table must account for all potential testing in the base program and options, including potential purging prior to conducting bioassays (Task 22).
- Analytical and QA/QC requirements for sediment analyses, see Chapter 8 of the DMMP User Manual for examples.
- Description or table of the data validation levels and procedures for each analytical group.
- The Puget Sound Sediment Reference Material shall be run with each batch of sediment samples tested for PCB Aroclors and/or dioxins/furans. Acceptance limits must be provided in the SAP, along with communication and contingency measures should the acceptance limits not be met. The Contractor is responsible for ordering the PS-SRM in time for within-batch analytical testing.

- Description of marine bioassays and associated QA/QC requirements. Both termination protocols (standard and resuspension) should be included for the larval test, along with the criteria that will be used to determine which protocol to use. Species-selection criteria must also be included for the amphipod and larval tests. Only the ash-free dry-weight endpoint will be used for the *Neanthes* test.
- Details pertaining to the sampling and testing of bioassay reference-sediment samples (Task 9), including a wet-sieving protocol. The wet-sieving protocol needs to include the sediment subsampling procedure to ensure that the material tested using the protocol is representative of the material that will later be analyzed for grain size and used in the bioassays. Analysis of reference sediments is to include sediment conventionals.
- Analytical laboratory and biological laboratory reporting requirements.
- Reporting requirements of the sediment characterization report and appendices, including requirements of the archaeological monitoring report.
- Entry of data into the format required for submittal to the Environmental Information Management system.
- As an appendix, the SAP will include a Health and Safety Plan, in accordance with the Corps' Safety and Health Requirements Manual (EM 385-1-1). The Health and Safety Plan will address health and safety issues relevant to field activities associated with this project.

#### Dioxin Testing:

- Sediment and tissue samples shall be analyzed using EPA method 1613B for 2,3,7,8-substituted chlorinated dioxins and furans.
- All necessary QA requirements need to be included in the SAP, including relevant language and tables from DMMP (2010a) and DMMP (2010b).
- 100% of the dioxin/furan data will be subjected to Stage 2B data validation and 10% of the dioxin/furan data will undergo Stage 4 data validation. Data validation will be performed by an independent data validator who has a minimum of two years of experience validating dioxin data. This validator will be identified by name in the SAP.

#### SAP Review and Approval:

Once completed, the draft SAP will be submitted to the DMMP agencies for review and approval. While some pre-coordination with the DMMP agencies has already been conducted, it is possible that during agency review of the SAP, modifications will be required. Option tasks are included in this task order to cover any contingencies.

### **3.2.2 Task 2 Dredged Material Sampling/Processing (Required Task)**

Collect 56 core samples and subsample for chemical and biological analysis per the SAP.

The Contractor will provide a vessel and sampling equipment suitable for core sampling of sediment in the project area.

The vessel and vessel navigation system must be capable of positioning the sampling device within 10 feet of target sampling locations, maintaining position during sampling, and recording sample positions with a minimum of 3-foot accuracy. The equipment must be capable of collecting core samples with 100% penetration to -60 feet MLLW and a minimum of 75% recovery in the type of material to be sampled in the Blair and Sitcum waterways. On-board instrumentation must be capable of either 1) water depths to within 6 inches (corrected and converted to mudline elevations (MLLW) using the on-site tide board); or 2) mudline elevations to within 6 inches (MLLW) using real-time kinematic GPS with water levels referenced to MLLW at the site.

The Task 2 pricing is to include the vessel, captain, crew and mob/demob. Vessel, captain and crew costs to take additional cores beyond the 56 cores are the subject of Task 8. The Consultant may assume use of the Port's Sitcum small boat float.

The Contractor will provide personnel experienced in sediment sampling to collect the core samples onboard the vessel; and to log, photograph, extrude and subsample those cores (either onboard the vessel or in a processing facility). Enough sediment must be collected from each sample to fulfill the requirements identified in the SAP. For the purposes of estimating costs, assume that all samples will be analyzed and z-samples will be archived pending testing results from the dredged material samples.

An 8-oz jar of sediment will be collected from each individual core sample and z-sample (-60 to -62 ft MLLW) and archived frozen. The Contractor will provide appropriate sample jars, labels, equipment cleaner, chemicals for sampling sulfides, sampling equipment (stainless steel bowls and spoons, etc.), cold packs, and coolers for holding samples in the field until they can be transported to the appropriate laboratory for processing and analysis.

The contractor will also provide an archaeologist to conduct archaeological monitoring of the sediment sampling. The Monitoring Archaeologist should meet the following requisite minimum disciplinary qualifications defined in the Secretary of Interior's "Professional Qualifications Standards" (36 CFR Part 61). In addition, the monitoring archaeologist should have experience working in the Pacific Northwest and conducting archaeological monitoring. The archaeologist conducting the archaeological monitoring of the sediment sampling shall conduct background research that familiarizes themselves with the project location.

For the archaeological monitoring, the archaeologist will inspect each sediment sample for evidence of cultural material. The archaeologist will photograph and take notes on each sediment sample. Notes shall include: color of sediment using a Munsell soil color book, type of sediment observed (i.e. clay, sandy-silt, etc), if cultural material was observed and type of cultural material, date of monitoring and weather conditions.

Excess sediment may be returned to the waterway within the location from which it was collected. The Contractor will bear the cost for any other type of disposal.

The Contractor shall deliver or ship sediment samples to laboratory facilities for chemistry analysis, bioassays (if needed) and archiving. The Contractor will be responsible for ensuring that archived samples are maintained at the proper storage conditions. A temperature blank is to be included in each cooler. The Contractor will be responsible for initiating chain-of-custody documentation.

Core logging must be in accordance with the Unified Soil Classification System. Core logs must be clearly and legibly annotated or submitted in electronic format using gINT geotechnical software. The core logs must clearly show the core sections used for dredged material samples and z-samples, as well as any core sections that were discarded. In addition to actual recovered core lengths, the core logs must include elevations as well as depths below mudline. The contact elevation with native material must be noted if native material is encountered.

All mobilization/demobilization, transportation, lodging and per-diem costs must be included in the pricing for this task.

The Contractor is required to participate in a 1-hour pre-sampling conference call with the DMMP agencies prior to field work. The Contractor's project manager and the technical lead for the sampling team must participate on the call, and it is recommended that all field personnel and boat operators also participate. It is the Contractor's responsibility to coordinate the pre-sampling call.

Hazards and delays may arise from adverse weather conditions during sediment sampling. The Contractor shall anticipate and account for costs associated with potential weather delays before submitting their bid. Complete weather records and reports may be obtained from any National Weather Service Office, i.e. NOAA.

### **3.2.3 Task 3 Analysis of Sediment Conventionals, Standard DMMP (Marine) COCs, Dioxins/Furans and TBT (Required Task)**

*The dredged material samples will be tested for sediment conventionals, standard marine DMMP chemicals of concern (COCs), dioxins/furans and TBT.*

#### **Sediment Conventionals**

Sediment conventionals provide information about the physical nature of the dredged material and aid in interpreting chemical and biological test results. The following table lists the required conventional parameters and recommended analytical methods:

| <b>Sediment Conventional Parameters</b> | <b>Analysis Method</b>            |
|---|-----------------------------------|
| Total solids                            | PSEP (1986)                       |
| Total volatile solids (TVS)             | PSEP (1986)                       |
| Grain size                              | PSEP (1986)/ASTM D-422 (modified) |
| Total organic carbon (TOC)              | EPA 5310B/EPA 9060 (modified)     |
| Total sulfides                          | PSEP (1986)/Plumb (1981)          |
| Ammonia                                 | Plumb (1981)                      |

**Table 4a. Number of Analyses for Dredged Material (standard 21-day Turnaround) Included in Task 3**

| Analyte/s                           | Holding Time         | Number of Anticipated Batches | Analytical samples <sup>2</sup> | Duplicate | Sediment Reference Material | Total Number of Analyses <sup>2</sup> |
|-------------------------------------|----------------------|-------------------------------|---------------------------------|-----------|-----------------------------|---------------------------------------|
| Grain size                          | 6 months             | 4                             | 67                              | 4         | 0                           | 71                                    |
| Total solids, total volatile solids | 14 days              | 4                             | 67                              | 4         | 0                           | 71                                    |
| Total organic carbon                | 14 days              | 4                             | 67                              | 4         | 4                           | 75                                    |
| Ammonia                             | 7 days               | 4                             | 67                              | 4         | 0                           | 71                                    |
| Sulfides                            | 7 days               | 4                             | 67                              | 4         | 0                           | 71                                    |
| Mercury                             | 28 days              | 4                             | 67                              | 4         | 4                           | 75                                    |
| Semivolatiles                       | 14 days <sup>1</sup> | 4                             | 67                              | 4         | 4                           | 75                                    |
| PCB Aroclors                        | 14 days <sup>1</sup> | 4                             | 67                              | 4         | 4                           | 75                                    |
| Pesticides                          | 14 days <sup>1</sup> | 4                             | 67                              | 4         | 4                           | 75                                    |
| Metals                              | 6 months             | 4                             | 67                              | 4         | 4                           | 75                                    |
| Dioxins/furans                      | > 1 year             | 4                             | 67                              | 4         | 4                           | 75                                    |

<sup>1</sup>until extraction<sup>2</sup>Additional samples and/or z-samples not anticipated by this table will be covered under option Task 11.**3.2.4 Task 4 Data Validation (Required Task)**

All sediment conventional and chemistry data generated during this investigation will undergo third-party data validation. Data validation stages are defined by EPA (2009). 100% of all data (including dioxins) will be subject to Stage 2B data validation.

In addition, 10% of the dioxin data will be subject to Stage 4 data validation by an independent data validator who has a minimum of two years of experience validating dioxin data. This validator will be identified by name in the SAP.

The Contractor will notify DMMO in the event that deviations from the data quality objectives are found by the validator. The validation report/s shall be provided electronically to the Corps for review prior to submittal of the draft data report. The validation report/s shall be appended to the data report. The validation report shall include a complete listing of data qualifiers assigned by the validator along with the justification for these assignments.

***Pricing for this task is to cover data validation for Task 3 only.*** Data validation associated with other tasks must be included in the pricing for those tasks.

**3.2.5 Task 5 Data Report (Required Task)**

A data report shall be prepared by the Contractor providing details from the dredged material characterization. The final report shall be capable of being approved by the DMMP agencies. The report shall contain (but not be limited to):

- a. Summary of sampling, subsampling, and chemical testing, QA/QC procedures and any deviations from the approved sampling and analysis plan.
- b. Table(s) with sampling station coordinates (both latitude/longitude in decimal degrees with six decimal places and State Plane coordinates), date collected, water depth (decimal feet), and tide-level-corrected (ft MLLW) mudline elevations for DMMUs and compositing information.

- c. Figures showing target and actual sampling locations for all samples collected.
- d. Table cross-referencing laboratory sample IDs with dredge material samples/reference/z-sample IDs and indicating the analyses done for each DMMU, reference, and z-sample.
- e. Table(s) with analytical results for conventional and chemical testing of dredge material samples with both laboratory and validation qualifiers provided. Exceedances of DMMP numerical screening criteria are to be highlighted. Grain-size data will be reported as described in Task 3.
- f. Table with dioxin TEQ calculations.
- g. A summary of QC data for conventional and chemical testing, including validation results.
- h. Appendices to include the final sampling and analysis plan; daily sampling/processing reports; field notes; sediment drive logs; core logs and photographs; chain-of-custody forms; chemistry and data validation reports. The lab report is to include a case narrative from the laboratory.
- i. Archaeological Monitoring Report as an appendix. The report should include a description of each sediment sample including the munsell color, sediment type and if any cultural material was observed. The report should also include recommendations regarding the results of the archaeological monitoring. In-depth historical background research is not necessary for archaeological monitoring report. A map showing the project location and sediment sample locations should be included in the report.

In addition, to the report the archaeologist shall also submit the following:

- A copy of the field notes. The field notes must be legible.
  - A copy of the photographs of the sediment samples. Photographs must be labeled and in .jpeg format. Only clear, in focus photographs should be included. Photographs should be submitted on DVD/CD.
- j. Comprehensive laboratory data deliverables (electronic only).
  - k. Shapefiles or a geodatabase with target and actual sampling locations; latitude and longitude; state plane coordinates and actual mudline elevation.
  - l. PS-SRM data submittal requirements as described in Task 3.

Following DMMP review of the draft data report, the DMMO will provide combined written comments from the DMMP agencies to the Contractor. The Contractor shall incorporate all review comments and submit a revised draft data report. The DMMP agencies will review the revised draft report, submit any additional written comments to the Contractor, and the Contractor will incorporate all comments into the final data report. Three hard copies of the final report, including all figures and tables, will be submitted to USACE. Electronic submittals will include files in their native format (e.g. Word and Excel), as well as PDF versions of the report text, tables and figures. The electronic submittal will include the full laboratory packages, validation report, field notes, core logs, photographs, ArcGIS files and any other information or data associated with the project. Five complete sets of the electronic submittal will be provided on DVD.

The procedures and results from all exercised options will also need to be included in the report. However, for the purpose of pricing this task, the Contractor shall only include reporting associated with the **required** tasks. Incremental reporting costs associated with option tasks are to be included in the pricing for those options. Depending on the options exercised, the following elements may need to be included in the report:

- Additional analytical results from z-sample analysis or supplemental testing of the dredged material.
- Bioassay testing results
- A summary of bioassay water quality data, positive control data and comparison of controls and references to their performance standards
- Interpretation of bioassay data, including appropriate statistical analyses using BioStat
- Description of any purging procedures conducted and the data resulting from those procedures.
- Bioassay lab reports as an appendix.

### **3.2.6 Task 6 EIM Data Entry (Required Task)**

The Contractor shall prepare draft location, results and bioassay files in comma-separated values (.csv) format suitable for submittal to the Department of Ecology's Environmental Information Management (EIM) database in accordance with guidance provided by USACE. Comments on the draft files will be provided by the DMMO. The Contractor shall respond to comments and submit final files to the DMMO ready for submittal to EIM.

***Pricing for this task is to cover EIM submittal for Task 3 data only.*** Incremental EIM submittal costs associated with option tasks are to be included in the pricing for those options.

## OPTIONS

### Sampling

#### **3.2.7 Task 7 Sampling/Processing of 4 Additional Cores (option)**

Provide costs for vessel and crew, equipment and personnel for collection and processing of an additional 4 cores. Pricing will assume that this additional sampling effort will be a continuation of the Task 2 field-sampling program and will not include mobilization or demobilization costs. This option may be exercised up to 10 times (as necessary) to complete the sampling program included in the SAP.

The purpose of this option is to cover sampling/processing of core samples beyond those specified in Task 2. The purpose of this task is not to compensate for improper scoping, core refusal/poor recovery, or labor/equipment estimates on the part of the Contractor, nor for weather delays.

#### **3.2.8 Task 8 Reference Sediment Sampling (option)**

Provide costs for vessel and crew, equipment and personnel for collection and processing of an additional sediment reference sample. Pricing will assume that this additional sampling effort will be a continuation of the Task 2 field-sampling program and will not include mobilization or demobilization costs.

The purpose of this option is to cover sampling/processing of an additional reference sediment beyond the three specified in Task 2. The purpose of this task is not to compensate for improper scoping or labor/equipment estimates on the part of the Contractor, nor for weather delays.

### Analytical

#### **3.2.9 Task 9 Analysis of Additional Samples – Sediment Conventionals, Standard DMMP Marine COCs, Dioxins/Furans and TBT (option)**

In the event that one or more analytical samples (e.g. additional DMMUs) are added during development of the SAP or review by the DMMP agencies, provide **per-sample** costs for analysis of conventionals, standard marine COCs, dioxins/furans and nickel as described in Task 3. ***Pricing must include the incremental cost of associated QA samples, data validation, reporting and submittal of data in EIM format.*** The additional analytical samples – if any – will be tested, validated, reported and entered into EIM format at the same time as the DMMUs covered under Task 3. Pricing should reflect this fact. This option may be exercised up to 10 times.

#### **3.2.10 Task 10 Analysis of Additional Sediment Samples – Sediment Conventionals (option)**

Additional sediment samples would require analysis for sediment conventionals if: 1) additional QA samples not anticipated in Table 4 are required; 2) more than three reference sediment



samples are collected; 3) a reference composite if formed; or 4) archived samples need to be analyzed. Provide **per-sample** costs (including labor, analytical costs, validation, reporting and EIM data submittal) for analysis of additional sediment samples for sediment conventionals. This option may be exercised 20 times.

#### **3.2.11 Task 11 Analysis of Additional Sediment Samples – Metals (option)**

Additional sediment samples would require analysis if: 1) additional QA samples not anticipated in Table 4 are required; 2) archived samples need to be analyzed. Provide **per-sample** costs (including labor, analytical costs, Stage 2b data validation, reporting and EIM data submittal) for analysis of additional sediment samples for standard DMMP metals. This option may be exercised 20 times.

#### **3.2.12 Task 12 Analysis of Additional Sediment Samples – Semivolatiles (option)**

Additional sediment samples would require analysis if: 1) additional QA samples not anticipated in Table 4 are required; 2) archived samples need to be analyzed. Provide **per-sample** costs (including labor, analytical costs, Stage 2b validation, reporting and EIM data submittal) for analysis of additional sediment samples for routine DMMP semivolatile organics by EPA method 8270. This option may be exercised 20 times.

#### **3.2.13 Task 13 Analysis of Additional Sediment Samples – Pesticides (option)**

Additional sediment samples would require analysis if: 1) additional QA samples not anticipated in Table 4 are required; 2) archived sediments need to be analyzed. Provide **per-sample** costs (including labor, analytical costs, Stage 2b data validation, reporting and EIM data submittal) for analysis of additional sediment samples for routine DMMP pesticides by EPA method 8081. This option may be exercised 20 times.

#### **3.2.14 Task 14 Analysis of Additional Sediment Samples – PCB Aroclors (option)**

Additional sediment samples would require analysis if: 1) additional QA samples not anticipated in Table 4 are required; 2) archived sediments need to be analyzed. Provide **per-sample** costs (including labor, analytical costs, Stage 2b data validation, reporting and EIM data submittal) for analysis of additional sediment samples for PCB Aroclors by EPA method 8082. This option may be exercised 20 times.

#### **3.2.15 Task 15 Analysis of Additional Sediment Samples – Dioxins/furans (option)**

Additional sediment samples would require analysis if: 1) additional QA samples not anticipated in Table 4 are required; 2) more than three reference sediment samples are collected; 3) a reference composite if formed; or 4) archived samples need to be analyzed. Provide **per-sample** costs (including labor, analytical costs, 100% Stage 2b data validation, minimum 10% Stage 4 data validation, reporting and EIM data submittal) for analysis of additional sediment samples for dioxins/furans by EPA method 1613B. This option may be exercised 20 times.

### **3.2.16 Task 16 Analysis of Additional Sediment Samples – TBT (option)**

Additional sediment samples would require analysis if: 1) additional QA samples not anticipated in Table 4 are required; 2) more than three reference sediment samples are collected; 3) a reference composite is formed; or 4) archived samples need to be analyzed. Provide **per-sample** costs (including labor, analytical costs, 100% Stage 2b data validation, minimum 10% Stage 4 data validation, reporting and EIM data submittal) for analysis of additional sediment samples for TBT by PSEP, 1997 or Krone *et al.* methods. This option may be exercised 20 times.

### **3.2.17 Task 17 High-resolution (HR) Pesticide Analysis (option)**

Provide **per-sample** costs (including labor, validation, reporting, and EIM data submittal) for analysis of a sediment sample with the full DMMP marine or freshwater pesticide list using HRGC/HRMS (EPA method 1699), including all QA samples and with Stage 2B data validation. All labor costs – including validation, reporting and EIM data submittal, etc. – are to be included in the unit price for this analysis. This option may be exercised 20 times.

### **3.2.18 Task 18 Wood Waste Analysis (option)**

Provide **per-sample** costs (including labor and reporting) for analysis of sediment samples for wood waste using ASTM D-2974C Method A, with the sample size increased to 100-300 grams (see DMMP, 1997). This option may be exercised 20 times.

## **Bioassays**

### **3.2.19 Task 19 Marine Bioassays and Purging Pre-Test for 2 Samples (option)**

Marine bioassays will be required for any DMMU that has one or more marine SL exceedance. This option includes:

- Purging pretest for 1 test sample and 1 reference sample
- Standard DMMP suite of 3 marine bioassays for 1 test sample and 1 reference sediment.
- Salinity adjustment and acclimation for the Neanthes and amphipod bioassays
- QA review, statistical analysis (using BioStat) and reporting associated with these. A data report from the bioassay lab, including a narrative for each bioassay is a required element of the data submittal.
- Submittal of data generated by this task (locations, results and bioassays) in EIM format. This submittal will be done in conjunction with the Task 6 EIM submittal.

#### **Purging pretest**

Prior to starting actual bioassay testing, the likelihood of non-treatment effects from sulfides and ammonia and the need for purging must be determined. Purging pretesting will be performed in accordance with the most recent DMMP User Manual (currently Section 9.8 of the 2016 DMMP User Manual).

If the pretest determines that ammonia/sulfides purging of the bioassays is necessary, additional purging with sacrificial beakers is covered under option Task 22.

The purging pretest procedures are summarized below and will be included in the SAP. The procedure and results are to be included in the sediment characterization report. The tabulated results are to include – at a minimum – date, temperature, salinity, pH, measured interstitial total ammonia, calculated unionized ammonia, measured interstitial sulfides, and calculated hydrogen sulfide.

#### *Purging Pretest Procedure*

Prior to conducting bioassays, a single beaker will be set up for each sample as would be done for the amphipod test (175mL of sediment / 775 mL of seawater, with salinity adjusted to bioassay test conditions) and let settle overnight. Measurements of ammonia, sulfides, temperature, pH, salinity and DO will then be made in the overlying water by the bioassay lab, followed by extraction of the porewater from the sediment. Ammonia, sulfides, temperature, pH, salinity and DO will then be measured in the extracted porewater by the bioassay lab. The unionized ammonia and hydrogen sulfide concentrations will be calculated for both overlying water and porewater. If a NOEC is exceeded for the amphipod species and/or *Neanthes arenaceodentata*, the bioassays with NOEC exceedances will be set up for purging with sacrificial beakers (Task 22). NOECs will be provided by DMMO. Similar testing will not be necessary for the larval test, as no purging is anticipated due to the dilution that occurs when this bioassay is set up.

#### Bioassays

The standard suite of bioassays shall consist of: (1) sediment larval (bivalve or echinoderm) combined mortality/abnormality test, (2) *Neanthes* 20-day growth test (ash-free dry-weight endpoint only), (3) amphipod mortality test. The test species are to be selected in coordination with DMMO. For the purpose of pricing, assume that the most expensive of the amphipod and larval species will be used: *Eohaustorius estuarius*, *Rhepoxynius abronius* or *Ampelisca abdita* for the amphipod test; *Mytilus galloprovincialis* or *Dendraster excentricus* for the larval test. General biological testing procedures, bioassay-specific procedures, test interpretation, and required inclusions in the laboratory report will be consistent with the procedures in the SAP. All bioassays, including the sediment larval test, are to be aerated. .

In addition to standard water quality testing, ammonia and total sulfides will be measured on chemistry or sacrificial beakers (as appropriate) for each test sample, as indicated in the following table:

| Bioassay        | Overlying water  | Interstitial water |
|-----------------|------------------|--------------------|
| Amphipod        | Days 0, 1, 2, 10 | Days 0 and 10      |
| <i>Neanthes</i> | Days 0, 1, 2, 20 | Days 0 and 20      |
| Larval          | Days 0, 1, 2     | none               |

Temperature, pH and salinity will be measured in the overlying and interstitial water at the same time ammonia and total sulfides are measured. The Contractor will report both total and un-ionized ammonia concentrations as well as total sulfides and hydrogen sulfide concentrations using the results of these measurements.

In addition to the standard reference toxicant test that is run with each bioassay, an LC50/EC50 test will be run using ammonia as the toxicant. The temperature, pH and salinity must be measured during the ammonia reference toxicant tests and ammonia reported as both total and unionized ammonia.

For sediment samples with high concentrations of fines, wood waste or other flocculent material, the larval resuspension protocol may need to be run in place of the standard PSEP larval protocol (DMMP, 2013b). In the event that this happens, a reference sample will need to be run in-batch with the test sediments tested using the resuspension protocol. The DMMO will be consulted before a determination is made to run the resuspension protocol. The Contractor will photographically document sediment samples requiring resuspension.

Any bioassay QC problems that could potentially affect the validity of the bioassays (e.g. reference sediment not meeting its performance standard) shall be communicated to the DMMO within 24 hours of discovery by the Contractor. Preliminary data will be provided to the DMMO within 24 hours of receipt by the Contractor. Missing data or data not yet submitted by the lab shall be identified as such.

All labor costs – including porewater extraction, QA, statistical analysis, reporting and EIM data submittal, etc. – are to be included in the pricing for this task.

If bioassays are required, Task 20 will only be exercised once. Task 21 covers bioassays for additional DMMUs or reference sediment samples. Bioassays performed under Task 21 will be run at the same time as the bioassays performed under Task 20.

#### **3.2.20 Task 20 Marine Bioassays, Purging Pretest and Salinity Adjustment/Acclimation for Additional Samples (option)**

Provide bioassay, purging pretest salinity adjustment/acclimation costs for one additional DMMU or reference sample, should such testing be necessary. This task will be performed only in conjunction with Task 20 (i.e. it will not be exercised as a standalone option) and is to meet the specifications described in that task.

This option may be exercised up to 20 times.

#### **3.2.21 Task 21 Ammonia/Sulfides Purging for one sample (option)**

If exercised, this option will be performed in conjunction with Tasks 20 and 21. ***This task covers purging for one sample in a single bioassay; it does not include the cost of the bioassay itself.***

The method to be used for purging depends, to some extent, on the laboratory doing the testing. Pricing should be based on the following procedure for the amphipod and *Neanthes* bioassays.

For the amphipod and *Neanthes* bioassays, the test beakers will be set up as they normally would be when running the bioassay, including a water-quality monitoring beaker for each treatment, but without the test organisms being added. Aeration will be provided to all beakers during the purging period. In addition to the normal complement of test beakers, four additional sacrificial beakers will be set up for ammonia and total sulfides measurements during the purging period. Purging will be conducted on all beakers (bioassay test beakers, water-quality monitoring beaker and sacrificial beakers) per DMMP (2002), with twice-daily replacements of overlying water.

During the purging period for the amphipod and *Neanthes* bioassays, interstitial ammonia and sulfides will be measured on the first sacrificial beaker on Day 1, on the second sacrificial beaker at the estimated mid-point of the purging period, and on the third sacrificial beaker at the estimated end of the purging period (the purging period may be extended beyond the date and time of sacrifice of the third sacrificial beaker if determined to be necessary by the DMMP agencies). The fourth sacrificial beaker will be used to measure interstitial ammonia and sulfides at the beginning of the bioassay itself. Temperature, pH, salinity and dissolved oxygen will be measured at the same time as ammonia and sulfides. Measurements will be made prior to the first water exchange of the day. In addition to the interstitial testing, ammonia, sulfides, temperature, pH, salinity and dissolved oxygen are to be measured on the overlying water every day during the purging period, just prior to the first water exchange of the day. Unionized ammonia and hydrogen sulfide concentrations are to be calculated from all measured values (both interstitial and overlying). Purging will be conducted until interstitial ammonia and sulfide

concentrations are below thresholds (or estimated to be below thresholds by the end of the purging period) established by the DMMP agencies. The Contractor shall consult with the DMMO in this regard prior to purging. The bioassays will commence at the end of the purging period.

Purging is not likely to be needed for the larval bioassay. Dilution of the porewater during bioassay set up should eliminate non-treatment effects from all but the highest ammonia concentrations. If purging should be needed, it can either be done by aeration alone following bioassay set-up or via water replacements prior to set-up (DMMP, 2015). In either case, the cost of purging the larval test will be less than the cost of purging the amphipod or *Neanthes* bioassays. Therefore, the pricing provided for this option will be adequate to cover purging of the larval test.

The Contractor will report the date and time of all measurements and water exchanges; the measurement data itself; and calculated unionized ammonia and hydrogen sulfide concentrations.

The purging procedure and data are to be included in the sediment characterization report. All analytical and labor costs – including porewater extraction, QA, reporting, etc. – are to be included in the pricing for this task.

This option may be exercised up to 60 times.

### **3.2.22 Task 22 Amphipod Retest for 1 sample (option)**

In the event that the amphipod test must be rerun due to performance problems with the control or reference, or for any other reason, provide the cost to conduct the amphipod bioassay on one test sample or one reference sample. Reference toxicant testing, salinity adjustment/acclimation and ammonia/sulfides measurements shall be accomplished as described in Task 20.

All incremental labor costs – including QA, statistical analysis, reporting and EIM data submittal, etc. – are to be included in the pricing for this task.

This option may be exercised up to 20 times.

### **3.2.23 Task 23 Larval Retest for 1 sample (option)**

In the event that the larval test must be rerun due to performance problems with the control or reference, or for any other reason, provide the cost to conduct the larval bioassay on one test sample or one reference sample. The retest might require either the standard PSEP larval protocol or the resuspension protocol. Reference toxicant testing and ammonia/sulfides measurements shall be accomplished as described in Task 20.

All incremental labor costs – including QA, statistical analysis, reporting and EIM data submittal, etc. – are to be included in the pricing for this task.

This option may be exercised up to 20 times.

### **3.2.24 Task 24 Neanthes Retest for 1 sample**

In the event that the Neanthes test must be rerun due to performance problems with the control or reference, or for any other reason, provide the cost to conduct the Neanthes bioassay on one test sample or one reference sample. Reference toxicant testing, salinity adjustment/acclimation and ammonia/sulfides measurements shall be accomplished as described in Task 20.

All incremental labor costs – including QA, statistical analysis, reporting and EIM data submittal, etc. – are to be included in the pricing for this task.

This option may be exercised up to 20 times.

## **ART 4 - REFERENCES**

DMMP, 2016. *Dredged Material Evaluation and Disposal Procedures (User Manual)*, prepared by the Dredged Material Management Office for the Dredged Material Management Program, August 2016.

DMMP, 2014a. *Implementation of Revised Freshwater Sediment Screening Values*, an Issue Paper prepared by Laura Inouye (Ecology) for the Dredged Material Management Program and Regional Sediment Evaluation Team, April 2014.

DMMP, 2014b. *Freshwater Bioassays*, a Clarification Paper prepared by Laura Inouye (Ecology) for the Dredged Material Management Program and Regional Sediment Evaluation Team, April 2014.

- DMMP, 2013b. *Bioassay Endpoint Refinements: Bivalve Larval and Neanthes Growth Bioassays*, prepared by David Kendall (Corps) et al. for the Dredged Material Management Program and SMS Program, April 2013.
- DMMP, 2013c. *Modifications to Ammonia and Sulfide Triggers for Purging and Reference Toxicant Testing*, prepared by Laura Inouye (Ecology) et al. for the Dredged Material Management Program, April 2013.
- DMMP, 2010a. *Revised Supplemental Information on Polychlorinated Dioxins and Furans (PCDD/F) for Use in Preparing a Quality Assurance Project Plan (QAPP)*, Dredged Material Management Program, November 2010.
- DMMP, 2010b. *Polychlorinated Dioxins and Furans (PCDD/F): Revisions to the Supplemental Quality Assurance Project Plan (SQAPP)*, Dredged Material Management Program, November 2010.
- DMMP, 2010c. *New Interim Guidelines for Dioxin*, Dredged Material Management Program, December 2010.
- DMMP, 2002. *Ammonia and Amphipod Toxicity*, prepared by Justine Barton (EPA) for the Dredged Material Management Program, June 2002.
- DMMP, 1998. *Tributyltin Analysis: Clarification of Interstitial Water Extraction and Analysis Methods - Interim*, prepared by Erika Hoffman (EPA) for the Dredged Material Management Program, December 1998.
- DMMP, 1997. *Management of Wood Waste under the Dredged Material Management Program (DMMP) and the Sediment Management Standards (SMS) Cleanup Program*, prepared by David Kendall (Corps) and Teresa Michelsen (Ecology) for the Dredged Material Management Program, September 1997.
- Ecology, 1989. *Data Validation Guidance Manual for Selected Sediment Variables*, prepared by PTI Environmental Services for the Department of Ecology, June 1989.
- Plumb, 1981. *Procedures for Handling and Chemical Analysis of Sediment and Water Samples*. Prepared by Russell Plumb, Jr. for the USACE and EPA, May 1981.
- PSEP, 1997b. *Recommended Guidelines for Measuring Organic Compounds in Puget Sound Water, Sediment and Tissue Samples*, EPA and Puget Sound Water Quality Authority, April 1997.
- PSEP, 1986. *Recommended Protocols for Measuring Conventional Sediment Variables in Puget Sound*, EPA and Puget Sound Water Quality Authority, March 1986 (with minor corrections: April 2003).
- PSEP, 1995. *Recommended Guidelines for Conducting Laboratory Bioassays on Puget Sound Sediments*, EPA and Puget Sound Water Quality Authority, July 1995.

## **C. INSRUCTIONS TO PROPOSERS & EVALUATION CRITERIA:**

### **SOQ ELEMENTS & EVALUATION CRITERIA:**

Submittals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the proposing team (to include the 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:**

#### **INITIAL EVALUATION PHASE**

##### **1. Qualifications & Experience\_\_\_\_\_35 PTS**

Identify the proposed team (to include working titles, degrees, certificates and licenses), demonstrate the team's experience in performing the requested services and describe how the team meets or exceeds the required qualifications.

- The Port will evaluate the experience, technical competence and qualifications of the Key Personnel identified, their project specific roles and responsibilities, and overall organization of the project team. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity.
- Include a list of recent contracts/projects in the last ten years, to include a point of contact, contact information (phone and email), and brief description, for services relevant to the items listed in the Scope of Services as performed by the key personnel. Only projects completed by key members of the project team will be considered.
- Describe any claim submitted by any client against the firm within the past two years related to the professional services provided by the firm or its key personnel. For purposes of this request, "claim" means a sum of money in dispute in excess of 10% of the firm's fee for the services provided.



- Resumes of the key individuals may be included as an appendix and are not included in the total page count. Resumes are to be limited to one single-sided, letter-size page. Resumes exceeding this limit will not be reviewed.

2. Project Approach Narrative \_\_\_\_\_ 35 PTS

SOQs should clearly outline the team's recommended approach and methodology for:

- Accomplishing the Scope of Services: Clearly describe the approaches and methods that will be used to accomplish the stages/tasks required in the scope of services. Include a summary of innovative ideas and suggestions for enhancing the scope of services.
- Coordination & Communication: Provide a plan for communications and coordination between the project team, the Port's project manager and the various stakeholders.

3. Project Schedule \_\_\_\_\_ 20 PTS

Describe the team's availability, capacity and ability to undertake the work immediately and dedicate the necessary personnel and resources to meet the anticipated schedule.

- Schedule (Engineering): Provide a basic schedule identifying anticipated completion of the four stages discussed in Section B Scope of Service above including permitting, and how the team anticipates adhering to that schedule.
- The final report must be submitted to the Port and the U.S. Army Corps of Engineers no later than **May 1, 2019**. Firms or teams unable to meet that completion date should not submit.

FINAL EVALUATION PHASE (if applicable)

**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

### **PROCUREMENT PROCESS**

#### **SOLICITATION TIMELINE:**

|                              |  |
|------------------------------|--|
| Issuance of RFQ              | November 15, 2018                      |
| Last Day To Submit Questions | November 20, 2018                      |
| <b>SOQs due</b>              | <b>December 5, 2018 @ 2:00PM (PST)</b> |
| Short List Consultants*      | December 11, 2018                      |
| Interviews (if required)*    | December 18, 2018                      |
| Final Selection*             | December 2018                          |
| Execute Contract*            | December 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](#).

#### **VENDOR OBLIGATION**

Port of Tacoma Invitation to Bid, Request for Proposals and Request for Qualifications can be accessed on the Port's website, [www.portoftacoma.com](http://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.**

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

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

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

## ATTACHMENT A

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

### ADDENDA

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

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](mailto:procurement@portoftacoma.com).

Name of Firm, RFQ Title (Subject Line)

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

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

### EVALUATION AND AWARD PROCESS

An evaluation team will review the SOQs and evaluate all responses received based upon the criteria listed 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.

## ATTACHMENT A

### **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.



People. Partnership. Performance.

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

Attachment B

## PROFESSIONAL SERVICES AGREEMENT NO. 071016

PROJECT: Dredged Material Characterization Tacoma Harbor Deepening Study

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: Tony Warfield PROJECT NO. 201060.01

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 **Dredged Material Characterization Tacoma Harbor Deepening Study 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.

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 third party costs will be paid per paragraph 10 of the attached Terms and Conditions, at cost plus   % markup. The hourly rates are as stated in Attachment "A".

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

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, Supplemental Terms and Conditions, and Guidelines for Consultant Fees and Reimbursable Items 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**

**CONSULTANT (LEGAL NAME)**

|                           |                       |
|---------------------------|-----------------------|
| By _____                  | By _____              |
| <div>Name<br/>Title</div> | <div>Date</div>       |
|                           |                       |
|                           | <div>Print Name</div> |
|                           | <div>Title</div>      |

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

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

### **1. Representatives**

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

### **2. 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.

### **3. 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.

### **4. 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.

### **5. Compliance with Laws**

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

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

### **6. Records and other Tangibles**

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

### **7. Ownership of Work**

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the plans, specifications, and other products prepared by the Consultant. Consultant shall not be responsible for changes made in the plans, specifications or other products

by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the Port's prior consent.

## **8. 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.

## **9. 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. Deliverable drawings shall be prepared in accordance with the Port's CADD standards and layer/block protocols available from the Port Project Manager. The Port may offset from the Consultant's fee expenses incurred by the Port in correcting drawings or specifications not prepared in accordance with the Port's procedure.

## **10. 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, with the exception of all third party costs which will be reimbursed at cost plus the negotiated percentage markup.

## **11. Payment Schedule**

Consultant shall submit detailed numbered invoices, prominently showing the Port contract number, Port project number and title, a description of the services provided and deliverables submitted during the invoiced period, total authorized amount by task, total current invoice by task and balance of authorization by task and in total, individual's names and titles, hours, hourly rates and all authorized expenses itemized with backup in accordance with the Port's "Guidelines for Consultant Fees and Reimbursable Items", by the 10<sup>th</sup> of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

## **12. Costs and Disbursements**

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

## **13. 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.

b) Consultant shall indemnify, defend, and hold harmless the Port, its officials, officers, agents, and employees, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the Port, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.

c) Consultant specifically assumes potential liability for actions brought by Consultant's own employees against the Port and, solely for the purpose of this indemnification and defense, Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. Consultant recognized that this waiver was the subject of mutual negotiation.

d) This indemnification shall extend to and include attorney's fees and the cost of establishing the right of indemnification hereunder in favor of the Port. This indemnification shall survive the termination of this Agreement.

e) With respect to professional liability claims only, and not commercial general liability claims, 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.

f) 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 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 coevering all vessels and crew.

vii) Maritime Employers Liability: \$1,000,000 limits shall be provided covering all divers.

g) All policies shall be issued by a company having an A. M. Best rating of A:VI or better. The Consultant shall be responsible for notifying the Port within 10 days of receipt of their 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 on ISO Form CG 20 10 Form B.

h) Consultant is responsible for complying with the Washington State laws that pertain to industrial insurance (RCW 51) for Consultant, its employees, and subconsultants. 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.

i. 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 selfinsurer.

#### **14. 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.

#### **15. Competitive Specification**

If the scope of work includes development of specifications:

a) Consultant shall provide for the maximum use of materials, equipment, construction methods and products that are readily available through competitive procurement, or through standard or proven production techniques.

b) Consultant shall not produce a design or specification which would be restrictive or written in a manner as to contain proprietary requirements other than those based on

performance, unless such requirements are necessary to demonstrate a specific outcome or to provide for necessary interchangeability of parts and equipment. Consultant shall justify in writing the use of any sole source. Where brand names are identified, they shall be followed by the salient product performance characteristics and the words "or approved equal" so that comparable quality or utility may be determined.

c) Consultant shall prepare specifications using BSD SpecLink-E, 2012 Masterformat specification organization unless notified of an update by the Port.

d) All site plans, derivative drawings and bid plans shall be completed using Port CADD standards and layer/block protocols available at <http://portoftacoma.com/contracts> and from the Port Project Manager.

## **16. Time**

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

## **17. 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.

## **18. 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.

## **19. 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 attorneys fees.

## **20. 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.

## **21. Prevailing Wages**

The Consultant is responsible for ensuring that all personnel performing work on the contract are paid wages in accordance with

federal, state and local laws when  
applicable.

DRAFT

## Port of Tacoma Supplementary Conditions On-Call Professional Service Agreements

### 1. Order of Precedence

In the event of a conflict between these Supplementary Conditions for On-Call Contracts and the Port of Tacoma Terms and Conditions for Professional Service Agreements, these Supplementary Conditions will prevail.

### 2. Definitions Supplementary Conditions

**On-Call Contract** – The mutually binding legal agreement between the Consultant and the Port which retains the Consultant to provide services on an as-needed basis, via authorized Task Order(s), and obligates the Port to pay for those services. The Contract includes the original Agreement, all Amendments and attachments.

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

**Contract Owner** - Port staff member responsible for managing the On-Call Contract.

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

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

### 3. Task Order Proposals

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

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

Task Order proposals shall be signed and submitted by the Consultant Representative to the Port's Project Manager and Contract Owner in writing (electronic signatures are encouraged). Proposals shall include 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.
- iii) Total dollar amount

#### OR

#### B. Time and Materials Proposal

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

#### 4. Task Order Authorization

Task Order authorization will be issued by the Contract Owner to the Consultant.

#### 5. Task Order Revision

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

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

#### 6. Payment Schedule

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

- A. Invoice Number, Contract number, Title, Task Order Number and Title.
- B. Summary page with a brief description of work completed during the invoice period, deliverables provided during the invoice period, and forthcoming milestones / deliverables.

#### C. Current Amount Due:

- i) For Lump Sum Task Orders: Percentage of work complete, percentage of completed work billed.
- ii) For Time and Materials Task Orders: titles, hours, hourly rates, and all expenses itemized, with backup, in accordance with the contract.

D. Total amount authorized for the Task Order, and balance of authorization.

E. Indicate **"Final Invoice"** when invoice is the final billing for that Task Order.

#### 7. 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.

#### 8. 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.

## Port of Tacoma Guidelines for Consultant Fees and Reimbursable Items

### General Considerations

These guidelines are intended to assist consultants in developing fee proposals; exceptions may be appropriate for the particular scope of work and should be specifically negotiated.

Rates and multipliers will remain in effect for the contract term unless renegotiated and agreed to by both parties in a written change order.

No overtime rates of pay will be paid.

### Hourly Rates And Expenses

The Port expects that the proposed hourly rates or multiplier of hourly rates include all routine overhead and internal expenses of the firm. Inclusion of expenses in the hourly rate or multiplier reduces the amount of backup documentation required to support each invoice and expedites payment.

The Port expects that the proposed hourly rate includes the equipment, tools, software and supplies required to perform the work.

Hourly rates should be identified for all classifications anticipated to be itemized on the consultant's invoice.

### Reimbursables

The Port will reimburse the following expenses at cost (when appropriate backup is provided):

1. Printing of review and final sets of deliverables; all deliverables shall also

be provided on formatted disk at no additional charge.

2. Postage/shipping cost for deliverables
3. Film development
4. Mileage at current [Internal Revenue Service](#) allowable mileage reimbursement rate.
5. Long distance telephone charges
6. Computer disks
7. Meals and lodging at current Internal Revenue Service allowable reimbursement rate (except for consultants in the local area)

Project field supplies consumed in the work will be reimbursed at cost plus negotiated markup.

Unless specifically negotiated, the Port will not separately reimburse the firm for routine overhead and internal expenses, including:

1. Computer software or hardware usage
2. Graphics supplies or plotter use
3. Digital camera or batteries usage
4. Communications (except long distance) including:  
Cell phone rental  
Fax transmissions  
Routine postage or courier
5. Routine reproduction or copying, except for deliverables (see reimbursables)



### **Lab Samples and Analysis**

The unit price should include analytical costs. Sampling should be scheduled to ensure that results are received when required at normal turnaround rates. 24-hour or rush turnaround rates will be paid only when specifically requested by the Port. Lab services provided by a third party will be reimbursed at cost plus negotiated markup.

### **Subcontracted Services**

When specifically negotiated, subcontracted services will be reimbursed at cost plus negotiated markup.

### **Invoice Format Guidelines**

Invoices must be numbered in a format that shows the firm's unique sequential numbering system for invoicing.

Invoices should show description of work items being invoiced, work order number, title of project, total authorized, total current invoice, balance of contract, individual's names and titles, hours at hourly rate, authorized expenses itemized with backup.

When applicable, the invoice must show the percentage completion of each task within the scope of work. Payment will not exceed the percentage of work completed.



## Attachment C

### HOURLY RATES

**Consultant**  
**Project Name**  
**PSA No. XXXXXX; Project No./GL Account No. XXXXXX**

#### Personnel

#### Hourly Rates

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

#### Reimbursable

|                        |   |
|------------------------|---|
| Outside Lab services   | Cost + Negotiated Markup  |
| Subconsultants         | Cost + Negotiated Markup  |
| Mileage (all Vehicles) | Paid at the current IRS allowable<br>mileage reimbursement rate |

**All other fees will be paid per the Port of Tacoma Terms & Conditions and Guidelines for Consultant Fees and Reimbursable Items.**

Additional personnel/equipment are not authorized without prior written approval from the Port's Project Manager and Contract Representative.

**Attachment "C"**

**RATES**

**Consultant**

**Dredged Material Characterization Tacoma Harbor Deepening Study  
PSA No. 071016 / GL Account No. 201060.01/20-6005-30-0000-00**

| <b><u>Deliverable</u></b>  | <b><u>Cost*</u></b> |
|----------------------------|---------------------|
| Sr. Consultant 2           | \$                  |
| Sr. Consultant 1           | \$                  |
| Consultant 2               | \$                  |
| Consultant 1               | \$                  |
| Solution                   | \$                  |
| Implementation Services    | \$                  |
| Support/Technical Services | \$                  |
|                            | \$                  |
|                            | \$                  |