



PORT OF TACOMA
REQUEST FOR QUALIFICATIONS
No. 069868

091421 – EB1 RAIL CONNECTION

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

RFQ INFORMATION	
Contact:	Georgette Reidburn, Procurement
Email Addresses:	procurement@portoftacoma.com
Phone:	(253) 383-9415
Submittal Date	FEBRUARY 4, 2014 @ 3:00 PM

PLEASE SUBMIT ALL CORRESPONDENCE AND STATEMENT OF QUALIFICATIONS VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE AND INCLUDE '**EB1 RAIL CONNECTION**' IN THE SUBJECT LINE

PORT OF TACOMA
Request for Qualifications (RFQ) #069868
091421 – EB1 Rail Connection

The [Port of Tacoma](#) (Port) is soliciting Statements of Qualifications (SOQ) from teams interested in providing project management, conceptual and final engineering design, cost estimating, scheduling, bidding and construction support and environmental permitting support.

A. PROJECT SCOPE OF WORK

To support rail cargo at East Blair One Terminal; approximately 500 track feet of rail is required to connect existing tracks on Alexander Avenue to existing on-dock rail. The design of the East Blair One connection track will need to be compatible with a future connection to the North Lead track on Parcel 77. This is a very fast paced project. Permit documents will need to be completed within 6 weeks and bid documents within 12 weeks following execution of this contract.

B. BACKGROUND

The Port's Break Bulk operations have moved from Pier 7 to the East Blair One Terminal. Cargo delivered or dispatched by trucks can access the terminal through the southern gate while rail cargo is unable to enter the terminal and is redirected to Pierce County Terminal for loading and off-loading. The section of rail to be designed will cut through an existing paved area and will require minimal grading. See [Attachment C](#), Vicinity Map.

[Attachment A](#) to this RFQ contains the Instructions for Proposing to this solicitation.

The Port's Standard Professional Services Contract, including Port Standard Terms and Conditions and Reimbursable Guidelines, is included as [Attachment B](#). By submitting an SOQ, the Proposer represents that it has carefully read the Port's Standard Terms and Conditions, Supplementary Conditions, and Reimbursable Guidelines. **Proposers shall identify all concerns and propose alternate wording to these documents at the time of submittal, no exception will be allowed if not documented in the proposing team's SOQ.**

C. ENGINEERING SERVICES:

Tasks for the engineering services requested for the new rail connection include, but are not limited to:

- Review survey basemap, prepared by others, for accuracy. See [Attachment D](#), Survey Map.
- Design a rail connection from the East Blair 1 existing on-dock rail to the existing rail along Alexander Ave.
- Develop a conceptual connection design to ensure that the EB1 connection track will be compatible with a future extension to the North Lead.

- Design shall include but is not limited to grading plan, track alignment with profile, storm drainage plan and profiles, fencing, utility verification, and erosion control requirements.
- Permitting support
- Develop plans, specifications and cost estimate for the new rail connection including permit drawings, preliminary layout (60%) and final design (bid document) level.
- Construction support services to include construction management of the rail installation. This includes presiding over weekly construction meetings, addressing RFI's, managing the submittal review process, review and negotiating change orders and reviewing monthly pay estimates.
- Provide assistance during bidding process to address bidder questions and prepare addendums as necessary.
- Attend all meetings as necessary through completion of the project.
- Miscellaneous other work associated with the design, bidding and construction of the overall project, including stakeholder meetings as necessary and providing project schedule(s) and estimates.

D. DELIVERABLES:

Deliverable may include, but are not limited to the following items:

- Review packages at multiple project stages, to include project schedule, drawings, CSI specifications and cost estimates.
- Grade and Fill Permit document package to include drawings and CSI specifications.
- Bid documents to include drawings, CSI specifications and cost estimates.
- Review of Shop Drawings, request for information and other construction phase correspondence and documentation and management assistance as required.

E. 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 **7 numbered pages** (8 ½ by 11 inch) **excluding** the cover letter and 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 and experience of the key team members who will be responsible for overseeing and performing the services35 PTS

- a. Describe key personnel of the proposed team and overall organization of the project team. Provide a summary of background, experience, technical competence and qualifications of key personnel (include working titles, degrees, certificates and licenses, etc.) and their project specific roles and responsibilities. Emphasize experience and expertise in performing services of similar scope and complexity.
- b. Provide a summary of proposing team’s services, experience and expertise related to the elements described in C. Engineering Services.
- c. Provide a list of references for recent (within 5 years) contracts/projects, to include a client point of contact name and title, contact information (phone and email), period of performance, key personnel involved, and brief description of services relevant to the services being requested. Only projects completed by proposed key team members will be considered.

2. Project Approach Narrative.....35 PTS

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

- Accomplishing the Engineering Services: Clearly describe the approaches and methods that will be used to accomplish the Engineering 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

This is an immediate need project for the Port of Tacoma. We anticipate Conceptual Design commence immediately following execution of the contract, anticipated to be March 3, 2014. The general schedule has this project completing permit documents within 6 weeks and bid documents within 12 weeks following execution of this contract.

- Schedule: Provide a basic schedule identifying timeframes for completing the engineering services being requested.
- Discuss how the team anticipates adhering to their schedule and experience or approach in addressing scheduling constraints.

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

SOQs will be evaluated on the following criteria:

- Formatting and layout.
- Spelling and grammatical accuracy.
- Legibility of figures and chart information.
- Coherent and logical flow of written responses.

FINAL EVALUATION PHASE (if applicable)

5. References.....50 PTS

Reference checks may be performed on the apparent selected Consultant, if based directly on the SOQs received or on shortlisted firms if interviews are being requested. The Port will evaluate the reference checks to assess the project team's overall performance and success of previous, similar work. Reference checks will also be utilized to validate information contained in the SOQ.

6. Interviews (as requested by the Port).....100 PTS

If an award is not made based on the written evaluations and references alone, interviews may be conducted with the top-ranked firms. Failure to participate in the interview process will result in the firm's disqualification from further consideration.

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

**ATTACHMENT B – PORT PROFESSIONAL SERVICES STANDARD CONTRACT
TEMPLATE**

ATTACHMENT C – VICINITY MAP

ATTACHMENT D – SURVEY MAP

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of RFQ	JANUARY 17 TH , 2014
Last Day To Submit Questions	JANUARY 28 TH , 2014
SOQs due	FEBRUARY 4TH, 2014 @ 3:00 PM
Short List Consultants*	FEBRUARY 12 TH , 2014
Interviews (if required)*	FEBRUARY 18 TH / 19 TH , 2014
Final Selection*	FEBRUARY 19 TH , 2014
Negotiation (Proposal Development) Kick-off Meeting	WITHIN 3 BUSINESS DAYS FOLLOWING FINAL SELECTION NOTIFICATION
Execute Contract*	MARCH 3RD, 2014

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

Based on the solicitation timeline above, Proposers may view the solicitation status by viewing the [Submittal List](#) on the Port's website.

VENDOR OBLIGATION

Port of Tacoma Requests for Bids, Requests for Proposals and Requests for Qualifications can be accessed on the Port's website, www.portoftacoma.com under 'Contract Opportunities'; Procurements.

SUBSCRIBING TO THE HOLDERS LIST

When viewing the details page for this procurement on the Port's Website ([click here](#)) firms have the option of subscribing to the Holders List. By subscribing to the Holders List, firms will automatically be notified when new documents or changes relating to this procurement occurs.

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

COMMUNICATION / INQUIRES

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to Georgette Reidburn, procurement@portoftacoma.com (**Solicitation Name** in subject line). Proposers who, relative to this scope of services, contact any individuals or Commission members representing the Port, other than procurement@portoftacoma.com, may be disqualified from consideration.

Proposers who may have questions about provisions of these documents are to email their questions at least **six (6) business days** prior to the deadline for submittals. The Port will respond to all written questions submitted by this deadline.

PRE-PROPOSAL CONFERENCE

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

ADDENDA

The Port may make changes to this Solicitation. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying a solicitation will be furnished in a formal, written addendum. If at any time, the Port changes, revises, deletes, increases, or otherwise modifies the Solicitation, the Port will issue a written Addendum to the Solicitation. Addenda will be posted to the Port's web site and conveyed to those potential submitters who have requested to be placed on the Holders List.

SUBMITTAL PROCESS

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

procurement@portoftacoma.com.

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 **8 MB in total email size**. It is the Consultant's responsibility to verify the receipt of the submittal. Electronic verification will be provided upon request.

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

EVALUATION AND AWARD PROCESS

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

The Port intends to select the Proposer who 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 firm(s) not reach a mutual agreement, the Port will terminate negotiations and move to the next highest ranked firm and proceed with negotiations.

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

GENERAL INFORMATION

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

COSTS BORNE BY PROPOSERS

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

SPECIFICATION DEVELOPMENT SOFTWARE

The Port has selected BSD Speclink-E as its specification development software and will expect its principal designers to become proficient in its use and to use Speclink-E to develop the specifications for Port projects. The Port has moved to the 2012 Masterformat specification organization.

PORT CADD STANDARDS

The Port CADD Standards, to be used by all Contractors and Consultants working on Port projects, are available at: <http://www.portoftacoma.com/Page.aspx?nid=422>

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.

END OF ATTACHMENT A

ATTACHMENT B – PORT STANDARD PROFESSIONAL SERVICE CONTRACT



People. Partnership. Performance.

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

PROFESSIONAL SERVICES AGREEMENT NO. 000000

PROJECT: Project Title

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: Project Manager PROJECT NO./GL ACCOUNT NO. 09XXXX

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

The Port and Consultant mutually agree as follows:

SCOPE OF WORK

The Consultant will

The 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 any negotiated 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. 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 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 _____
Name
Title

Date

By _____
Date

Print Name

Title

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 at <http://www.portoftacoma.com/Page.aspx?nid=422> and 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 10th 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 as 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 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;

ii) Automobile Liability covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident; and

iii) Professional Liability not less than \$1,000,000 per claim and in the aggregate. Coverage shall remain in effect for the term of this Agreement plus three years.

g) All policies shall be issued by a company having an A. M. Best rating of A:VI or better. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or limits except after 45 days prior written notice has been given to the Port. 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://www.portoftacoma.com/Page.aspx?nid=422> 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.

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 “A”

HOURLY RATES

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

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

Reimbursable

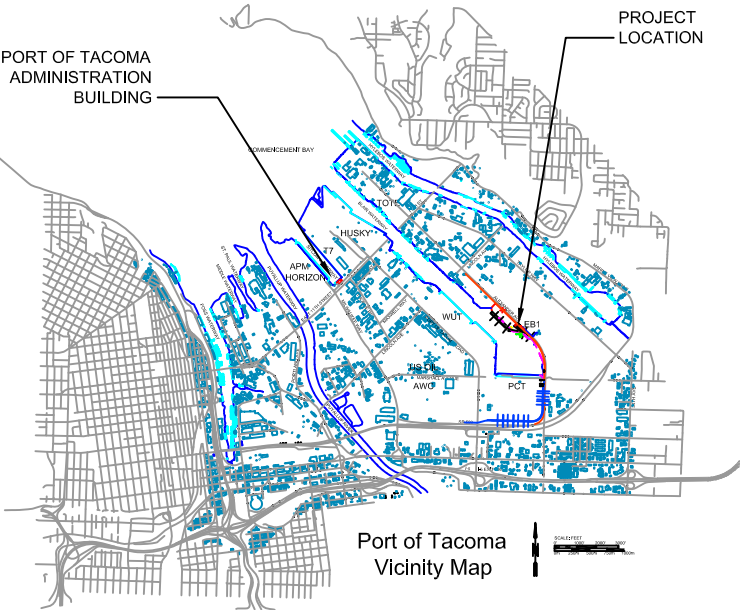
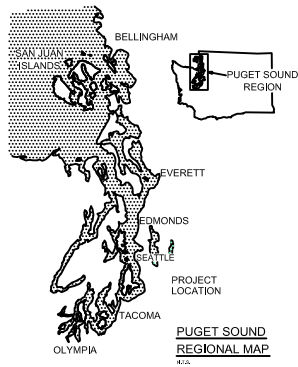
Outside Lab services	Cost + Negotiated Markup***
Subconsultants	Cost + Negotiated Markup***
Mileage (all Vehicles)	Paid at the current IRS allowable mileage reimbursement rate

*** Costs marked up by a sub-tier shall be passed through to higher tiers as a direct cost. In no case shall the mark up at any tier exceed 4%.

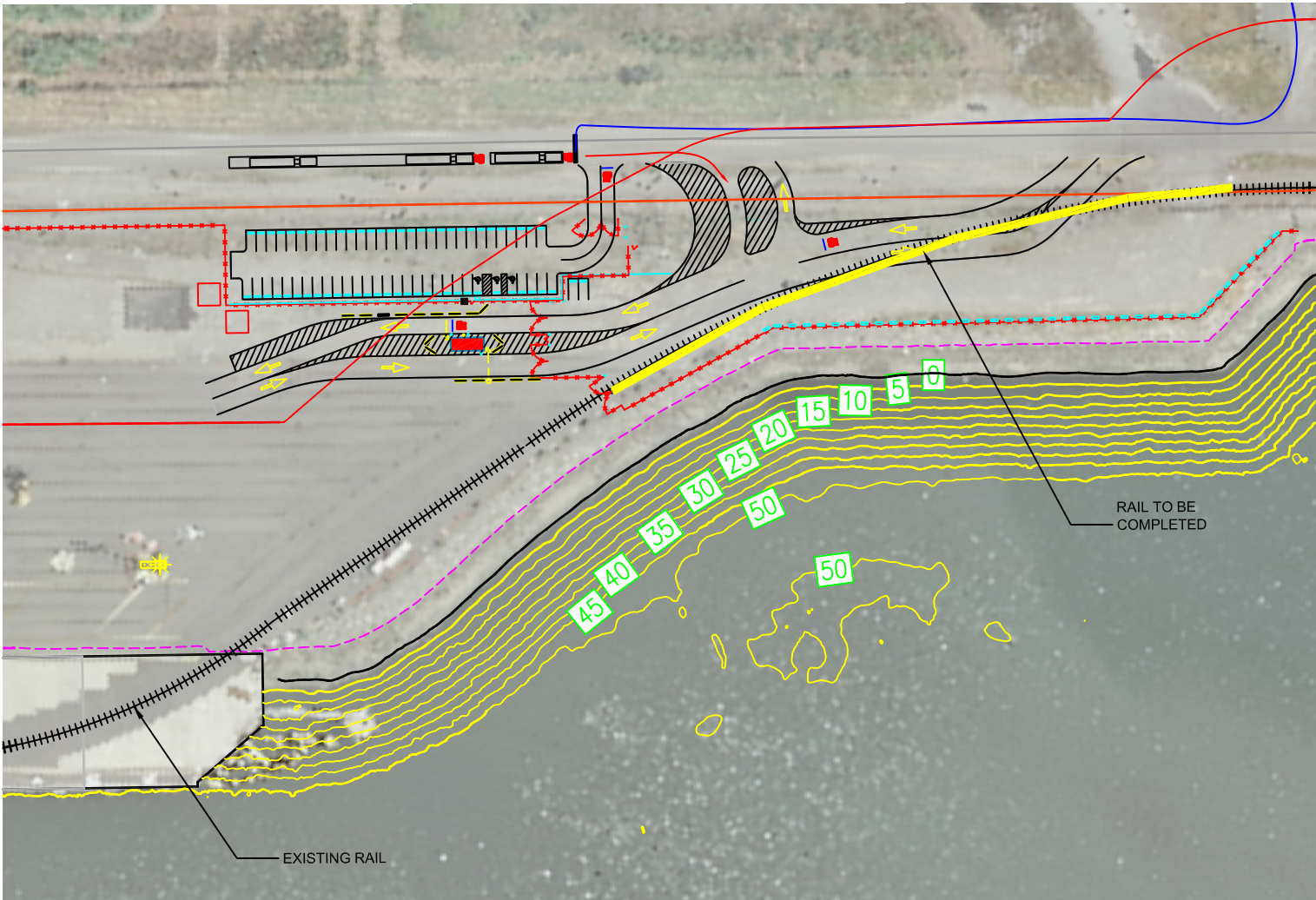
All other fees will be paid per the Port of Tacoma Terms & Conditions and Guidelines for Consultant Fees and Reimbursable Items.

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

EB1 RAIL TO ALEXANDER AVE



DIRECTIONS TO THE PORT OF TACOMA ADMINISTRATION OFFICE
NORTHBOUND: EXIT 136B LOOPS UP & OVER FREEWAY ONTO PORT OF TACOMA ROAD SOUTHBOUND: EXIT 136 AND TURN RIGHT AT END OF EXIT ONTO PORT OF TACOMA ROAD. FOLLOW PORT OF TACOMA ROAD FOR APPROX. 3 MILES. AT EAST 11TH STREET TURN LEFT AND CONTINUE APPROX. 1/2 MILE. EXIT EAST 11TH STREET TO THE RIGHT JUST BEFORE THE BRIDGE. AT THE STOP SIGN MAKE A HAIR PIN TURN TO THE RIGHT. THE ADMINISTRATION OFFICE BUILDING IS LOCATED TO THE LEFT AT THE HEAD OF SITCUM WATERWAY.



DATE OF PRINT: Oct 03, 2013 4:26:52pm - BY: barcher - FILE LOCATION: L:\PTac Projects\13 General Projects\131002_0060 - EB1 Rail to Alexander\Map - EB1 Rail to Alexander.DWG



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

FIGURE

02

STATE: WA
COUNTY: PIERCE
CITY/PORT: PORT OF TACOMA
LOCATION: BLAIR WATERWAY
PURPOSE: RAIL EXTENSION

PROJECT NO:

SHEET: 1 OF 1

DATE: 10/02/2013

EB1 RAIL SPUR TOPOGRAPHIC SURVEY

PORTIONS OF THE SE 1/4 OF THE SE 1/4 OF SEC. 35, TWN. 21 N, AND THE SW 1/4 OF THE SW 1/4 OF SEC. 36, TWN. 21 N, RGE. 03 E. W.M.
CITY OF TACOMA, PIERCE COUNTY, WASHINGTON.

Project Title:

EB1 RAIL SPUR TOPOGRAPHIC SURVEY

Client:

PORT OF TACOMA

PO BOX 1837
TACOMA, WA 98401-1837
SCOTT BICKEL
253.428.8638

Job No.

211522.66

Issue Set & Date:

DECEMBER 3, 2013



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Revisions:

Sheet Title:

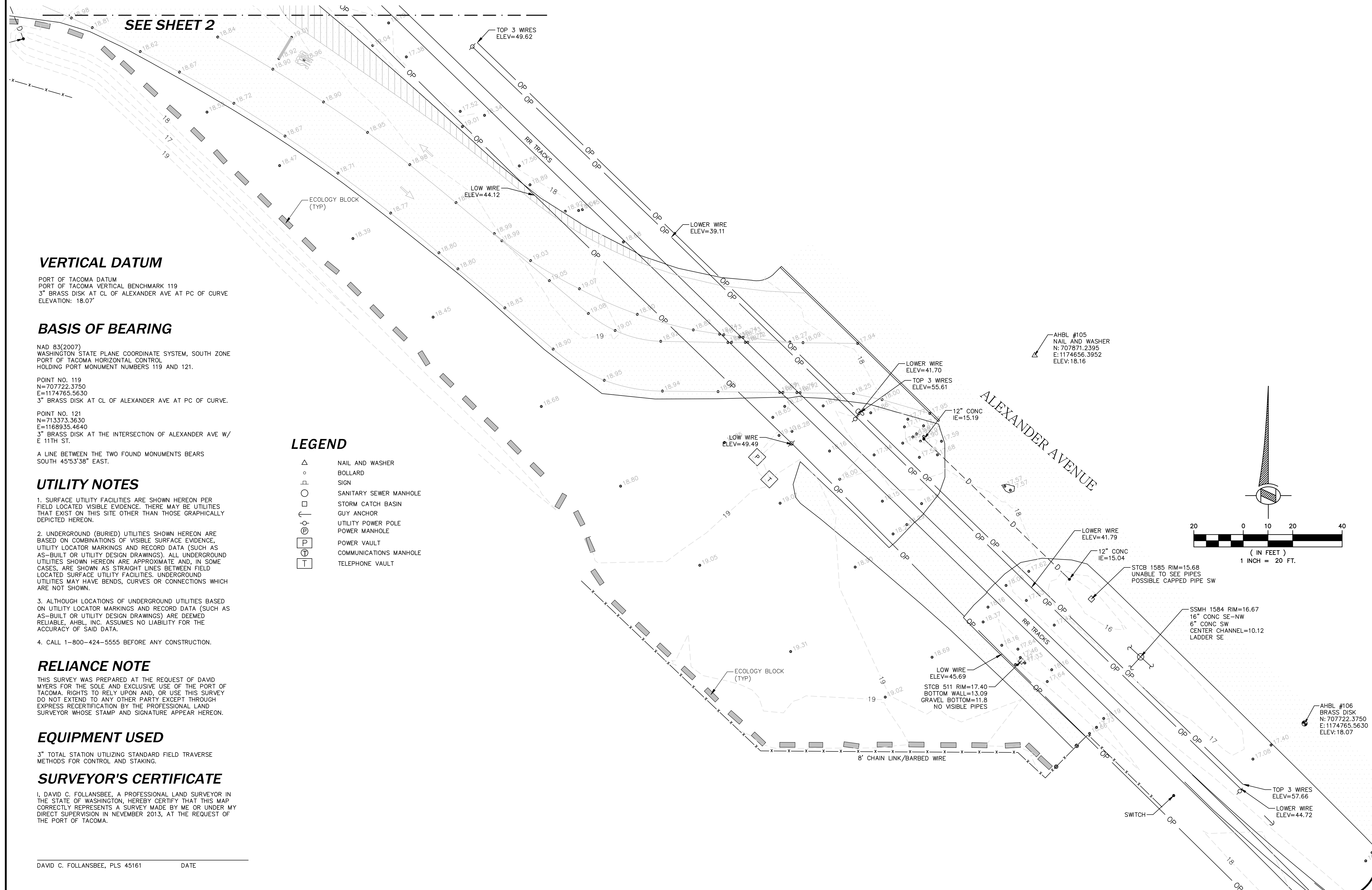
TOPOGRAPHIC SURVEY

Designed by: Drawn by: Checked by:
TAD DF

Sheet No.

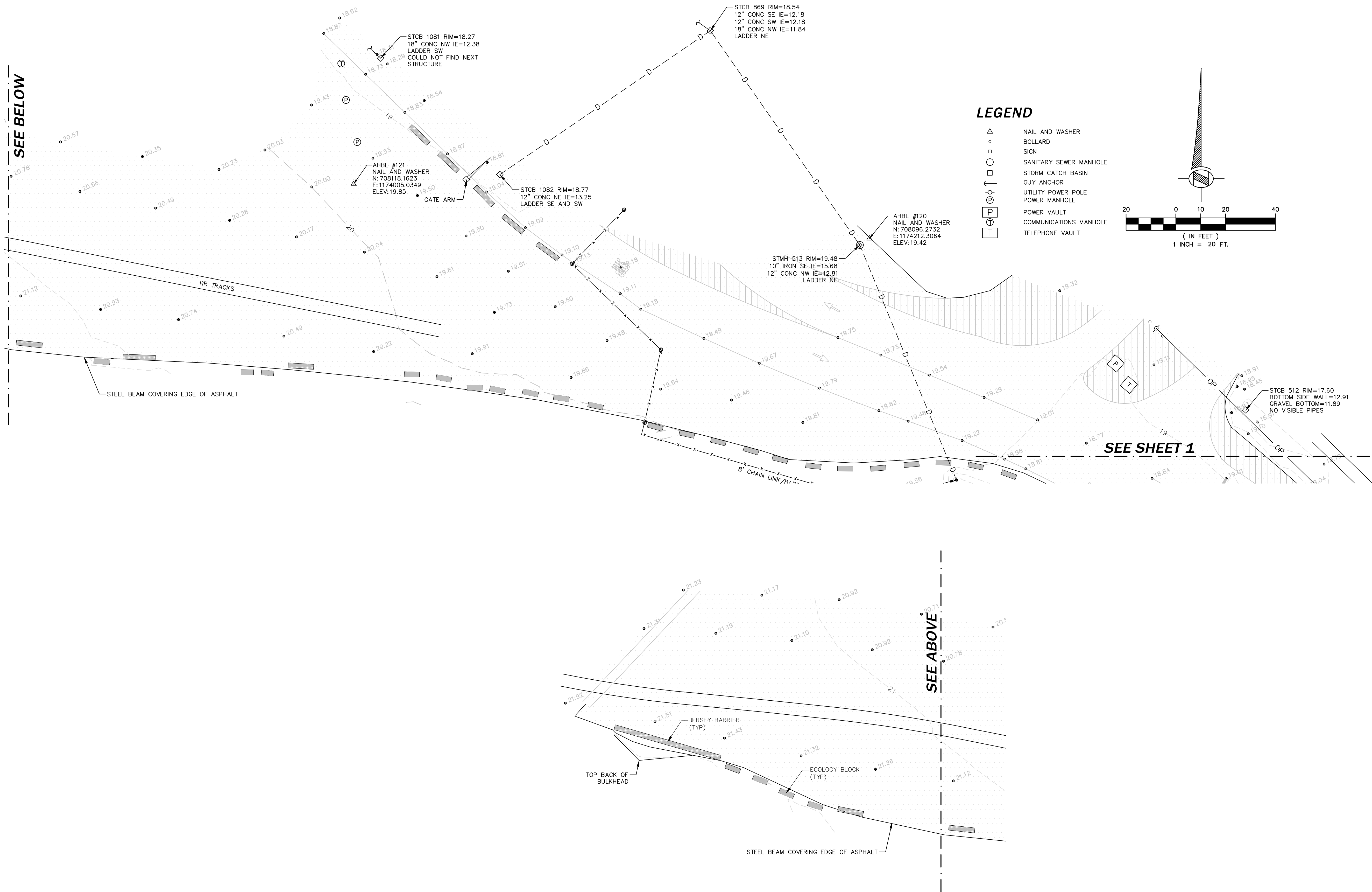
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1 of 2 Sheets



EB1 RAIL SPUR TOPOGRAPHIC SURVEY

PORTIONS OF THE SE 1/4 OF THE SE 1/4 OF SEC. 35, TWN. 21 N, AND THE SW 1/4 OF THE SW 1/4 OF SEC. 36, TWN. 21 N, RGE. 03 E. W.M.
CITY OF TACOMA, PIERCE COUNTY, WASHINGTON.

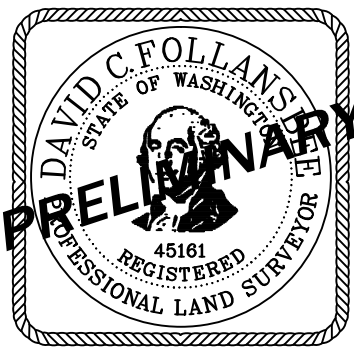


Project Title:
**EB1 RAIL SPUR
TOPOGRAPHIC
SURVEY**

Client:
PORT OF TACOMA
PO BOX 1837
TACOMA, WA 98401-1837
SCOTT BICKEL
253.428.8638

Job No.
211522.66

Issue Set & Date:
NOVEMBER 26, 2013



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Revisions:
Sheet Title:
**TOPOGRAPHIC
SURVEY**

Designed by: Drawn by: Checked by:
TAD DF

Sheet No.
2
2 of 2 Sheets