



## REQUEST FOR QUALIFICATIONS (RFQ)

### Terminal 3 Expansion Project

#### A. INTRODUCTION

The Port of Port Angeles (“Port”) is seeking proposals from qualified engineering firms for design, engineering, and permitting services for the expansion of the Terminal #3 pier. This project is a high priority for the Port and essential for continued business growth for the marine terminal. The Terminal #3 Expansion Project (“Project”) is part of the Port’s long term capital improvement program and funding for the engineering and permitting services has been included in the 2011 budget.

#### B. BACKGROUND

The Port of Port Angeles is located 80 miles north and west of Seattle on Strait of Juan de Fuca. The Port currently owns and operates four deep water berths capable of handling vessels up to 1,200 feet in length with a draft of up to 45 feet.

The Port of Port Angeles has made its mark as a leader in the handling of forest products and with a convenient location near major shipping routes, the Port of Port Angeles is also recognized by shipping operators as a convenient location where vessel repair and maintenance can take place.

The Port’s main marine terminal complex consists of Terminal #1 and Terminal #3. Terminal #1 provides a platform for the loading and offloading of general cargo and also accommodates vessels up to 1200 ft. requiring voyage repair and US Coast Guard Critical Area Inspection Program (CAIP) inspections. Terminal #3 is the primary cargo loading terminal, loading forest products destined to Pacific Rim countries, and ocean log barges shipping to domestic markets. Terminal # 3 is 445 ft. in length, with a water depth of 40 ft. MLLW. Terminal #3 was originally built in the late 1960’s and was of timber construction. In 1985, the terminal was re-constructed, using concrete pilings. Currently the Port is repairing the fender system.

The recent upturn in the timber export market and the demand for topside repair dockage have initiated the need to expand Terminal #3. In addition to the cargo handling and tanker repair activities, Port Angeles has also seen increased Cruise Ship activity over the last several years. The expansion of Terminal #3 needs to accommodate these and other future business opportunities. Minimal criteria should allow for OPA90 tankers up to

200,000 DWT and 1200 ft. LOA Cruise ships. Creative engineering and cost analysis that would allow additional moorage inboard of an expanded Terminal #3 is also desirable. The Port has completed some feasibility and conceptual design for the expansion, however the selected consultant may be able to bring other possible designs that may meet the operational criteria as discussed, while maintaining cost effective construction means and methods.

To ensure that Terminal #3 is the proper choice for a possible expansion, additional work may include structural analysis and cost estimates for repair of other Port facilities including Terminals #5 and #7 along with current configurations for moorage at Terminal #1

### **C. SCOPE OF WORK**

The consultant selected for this work (“Consultant”) will provide engineering, design and assist in permitting services for this project. The consultant will provide complete design drawings and specifications. Additional services may include bid assistance and/or construction management services.

Project elements include, but are not limited to

- Terminal 3 Expansion Design: The expanded Terminal 3 will need to support vessels up to 1200 ft. in length as per described above.
- Review and recommendations for additional repairs and/or expansion of other Port facilities such as Terminals # 5 and #7, along with mooring facilities at Terminal #1. Depending on the outcome, design and other services similar to what is included for Terminal #3 work as described.
- Marine Engineering and Environmental Assessment: Analysis of marine and harbor conditions at and near the Project site in support of terminal expansion design and permitting. May include bathymetry, dredging analysis and other issues that may arise.
- Structural/Civil Engineering: Analysis of geotechnical site conditions for engineering requirements of expanded terminal pier facilities.
- Permitting assistance: Provide permit drawings to meet permit compliance from the following agencies, but not limited to: US Army Corps of Engineers, US Coast Guard, WA Department of Ecology, WA Department of Fish and Wildlife, WA Department of Archeology and Historic Preservation, and the City of Port Angeles. Provide technical assistance throughout the permitting process.
- Final drawings and technical specifications as a complete set of a construction/bid package.

## D. RFQ CONTENT

### 1. LETTER OF INTEREST AND INTRODUCTION

**2. SIMILAR EXPERIENCE:** List the experience of the team's key staff proposed for this Project. This shall include a 5-year successful history of completing similar work.

**3. PROPOSED STAFF:** List the backgrounds and qualifications of key team members, including any sub-consultant staff, proposed to be used on specific project component(s). Resumes shall be included as an appendix (not counting towards the 40-page limit).

**Project Management:** Name of the project manager and experience he/she has as project manager on similar projects. Describe the project management approach to be used, including how costs will be managed and controlled.

**4. DEMONSTRATION OF UNDERSTANDING OF THE PROJECT:** List and describe briefly what your team thinks are the important issues for this Project and what will the team's approach will be for successful project completion.

**5. USE OF LOCAL PROFESSIONALS:** Our experience has been that the use of local professionals can result in a more efficient and successful project. If your team plans to use local professionals, provide a detailed explanation of how they will be used. Indicate the activities in which they will be involved and estimate the percentage of the total work that will be completed by local professionals.

**6. STAFF AVAILABILITY:** Demonstrate the ability to provide the proposed staff for the full duration of this project.

**7. FORMAT:** Please provide the above information in the order listed and in an organized fashion. Maps, concept plans, and other supporting graphic material should be included and attached on pages no larger than 11x17. Proposals must be no longer than 40 pages (double-sided). Six (6) copies of the above information must be submitted to:

**The Port of Port Angeles  
338 W. First Street  
P.O. Box 1350  
Port Angeles, WA 98362**

**by 4:30 PM June 17, 2011.** Any questions or concerns may be directed to Dave Hagiwara at (360) 417-3422.

## E. SELECTION CRITERIA

The qualifications received will be evaluated to determine the firm most highly qualified to provide the services required for the Project based upon the following criteria:

- Responsiveness to RFQ details

- Team and sub-consultant qualifications, credentials and experience
- Approach and Project understanding
- Team schedule and availability

#### **F. SELECTION PROCESS**

The anticipated selection process is as follows:

1. A panel will review the qualifications submitted.
2. The panel may request additional information from one or all Consultants.
3. Interviews may be scheduled with one or more Consultants.
4. The selected Consultant will be invited to enter into contract negotiations with the Port. As a first step, the Consultant will be asked to prepare a detailed scope of work and the cost of completing the work as outlined.
5. Should the Port and the selected firm(s) not reach a mutual agreement, the Port will terminate negotiations and move to the next qualified firm and proceed with negotiations.

The Port reserves the right to reject any and all submittals and to waive any informality in procedures.

*Attachment-1: Port of Port Angeles Standard Consultant Agreement*

*Attachment-2: Project Site Aerial Photo*

## **PORT OF PORT ANGELES AGREEMENT FOR CONSULTING SERVICES**

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the Port of Port Angeles, hereinafter referred to as “Port” and \_\_\_\_\_, hereinafter referred to as the “Consultant.”

WITNESSETH:

WHEREAS, the Port is engaged in or readying itself to be engaged in its project of \_\_\_\_\_, and is in need of services of individuals, employees or firms for \_\_\_\_\_ work on said project; and,

WHEREAS, the Port desires to retain the Consultant to provide certain services in connection with the Port’s work on said project; and,

WHEREAS, the Consultant is qualified and able to provide consulting services in connection with the Port’s needs for the above-described work/project, and is willing and agreeable to provide such services upon the terms and conditions herein contained.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services.

The Consultant agrees to perform in a good and professional manner the tasks described on Exhibit “A” attached hereto and incorporated herein by this reference. (The tasks described on Exhibit “A” shall be individually referred to as a “task,” and collectively referred to as the “services.”) The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the Port.

2. Additional Services.

From time to time hereafter, the parties hereto may agree to the performance by the Consultant of additional services with respect to related work or projects. Any such agreement(s) shall be set forth in writing and shall be executed by the respective parties prior to the Consultant’s performance of the services there under, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of an addendum (agreement for additional services), such addendum shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such addendum were a part of this Agreement as originally executed. The performance of services pursuant to an addendum shall be subject to the terms and conditions of this Agreement except where the addendum provides to the contrary, in which case the terms and conditions of any such addendum shall control. In all other respects, any addendum shall supplement and be construed in accordance with the terms and conditions of this Agreement.

3. Performance of Additional Services Prior to Execution of an Addendum.  
The parties hereby agree that situations may arise in which services other than those described on Exhibit “A” are desired by the Port and the time period for the completion of such services makes the execution of addendum impractical prior to the commencement of the Consultant’s performance of the requested services. The Consultant hereby agrees that it shall perform such services upon the oral request of an authorized representative of the Port pending execution of an addendum, at a rate of compensation to be agreed to in connection therewith. The invoice procedure for any such additional services shall be as described in Section 7 of this Agreement.
  
4. Consultant’s Representations.  
The Consultant hereby represents and warrants that he has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.
  
5. Port’s Responsibilities.  
The Port shall do the following in a timely manner so as not to delay the services of the Consultant:
  - a. Designate in writing a person to act as the Port’s representative with respect to the services. The Port’s designee shall have complete authority to transmit instructions, receive information, interpret and define the Port’s policies and decisions with respect to the services.
  - b. Furnish the Consultant with all information, criteria, objectives, schedules and standards for the project and the services provided for herein.
  - c. Arrange for access to the property or facilities as required for the Consultant to perform the services provided for herein.
  - d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by the Consultant and render decisions regarding such documents in a timely manner to prevent delay of the services.
  
6. Acceptable Standards.  
The Consultant shall be responsible to provide, in connection with the services contemplated in this Agreement, work product and services of a quality and professional standard acceptable to the Port.
  
7. Compensation.  
As compensation for the Consultant’s performance of the services provided for herein, the Port shall pay the Consultant the fees and costs specified on Exhibit “B” attached hereto and made a part hereof (or as specified in an addendum). The Consultant shall submit to the Port an invoice or statement of time spent on tasks included in the scope of work provided herein, and the Port shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement, and shall remit payment to the Consultant thereafter in the normal course, subject to any conditions or provisions in this Agreement or addendum.

8. Time for Performance and Term of Agreement.

The Consultant shall perform the services provided for herein in accordance with the direction and scheduling provided on Exhibit “C” attached hereto and incorporated herein by this reference, unless otherwise agreed to in writing by the parties. The Term of this Agreement shall commence on the date hereof or on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_, and shall terminate upon completion of the performance of the scope of work provided herein, according to the schedule provided on Exhibit “C” attached hereto, unless otherwise agreed to in writing by the parties.

9. Ownership and Use of Documents.

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Consultant as part of his performance of this Agreement (the “Work Products”) shall be owned by and become the property of the Port, and may be used by the Port for any purpose beneficial to the Port.

10. Records Inspection and Audit.

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by the Port for a period of up to three (3) years from the final payment for work performed under this Agreement.

11. Continuation of Performance.

In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Consultant agrees that, notwithstanding such dispute or conflict, the Consultant shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

12. Administration of Agreement.

This Agreement shall be administered by \_\_\_\_\_, on behalf of the Consultant, and by the Executive Director of the Port, or designee, on behalf of the Port. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

To the Consultant  
Name:  
Address:

To the Port of Port Angeles  
Name:  
Address:

Attn:  
Phone:  
FAX:

Attn:  
Phone:  
FAX:

13. Notices.

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner.

Any party may change his, her or its address by giving notice in writing, stating his, her or its new address, to any other party, all pursuant to the procedure set forth in this section of the Agreement.

14. Insurance.

The Consultant shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverages and in the amounts described below. The Consultant shall furnish evidence, satisfactory to the Port, of all such policies. During the term hereof, the Consultant shall take out and maintain in full force and affect the following insurance policies:

- a. Comprehensive public liability insurance, including automobile and property damage, insuring the Port and the Consultant against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance by the Consultant of its obligations hereunder, with minimum liability limits of \$1,000,000.00 combined single limit for personal injury, death or property damage in any one occurrence.
- b. Such workmen's compensation and other similar insurance as may be required by law.
- c. Professional liability insurance with minimum liability limits of \$1,000,000.

15. Indemnification.

The Consultant shall indemnify and hold harmless the Port and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of the negligent act or omission of the Consultant, its officers, agents, employees, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the Port, its officers, agents, employees and/or any of them, or jointly against the Port and the Consultant and their respective officers, agents and employees, or any of them, the Consultant shall satisfy the same to the extent that such judgment was due to the Consultant's negligent acts or omissions.

16. Assignment.

Neither party to this Agreement shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party hereto. No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

17. Amendment, Modification or Waiver.

No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default.

Nothing herein shall limit the remedies or rights of the parties hereto under and pursuant to this Agreement.

18. Termination and Suspension.

Either party may terminate this Agreement upon written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement.

The Port may terminate this Agreement upon not less than seven (7) days written notice to the Consultant if the services provided for herein are no longer needed from the Consultant, and/or if the legislative body of the Port does not appropriate funds in the Port Budget to pay for such services.

If this Agreement is terminated through no fault of the Consultant, the Consultant shall be compensated for services performed prior to termination in accordance with the rate of compensation provided in Exhibit "B" hereof.

19. Parties in Interest.

This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the parties hereto and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the parties hereto and it does not create a contractual relationship with or exist for the benefit of any third party, including contractors, sub-contractors and their sureties.

20. Costs to Prevailing Party.

In the event of such litigation or other legal action, to enforce any rights, responsibilities or obligations under this Agreement, the prevailing parties shall be entitled to receive its reasonable costs and attorney's fees.

21. Applicable Law.

This Agreement and the rights of the parties hereunder shall be governed by the interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in of the county in Washington State in which the property or project is located, and if not site specific, then in \_\_\_\_\_ County, Washington; provided, however, that it is agreed and understood that any applicable statute of

limitation shall commence no later than the substantial completion by the Consultant of the services.

22. Captions, Headings and Titles.

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neuter expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

23. Severable Provisions.

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

24. Entire Agreement.

This Agreement contains the entire understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

25. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

[CONSULTANT]

PORT OF PORT ANGELES

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attachment-2  
Port of Port Angeles – Terminal 3 Expansion Project



**Attachment-2: Project Site Aerial Photo**