



REQUEST FOR QUALIFICATIONS ADDENDUM # 1

Request for Qualification Title:	Marine Trades Industrial Park Project
Addendum Number:	1
Issue Date of this Addendum:	December 4, 2015
Solicitation Coordinator:	Chris Hartman – Director of Engineering
Contact Information:	(360) 417-3422 (direct) chris@portofpa.com (email)

1.0 PURPOSE OF THIS ADDENDUM

The Port of Port Angeles (the “Port”) is issuing this Addendum to the Request for Qualifications named-above (the “RFQ”) to change the date proposals are due to the Port.

2.0 GENERAL INSTRUCTIONS

This Addendum constitutes an integral part of the RFQ and is to be read in conjunction with the RFQ (*Complete modified RFQ is Attached*). Unless specifically changed by this Addendum, all other requirements and terms of the RFQ remain unchanged. It is the responsibility of all Proposers to conform to this Addendum and modify their proposals accordingly.

3.0 CHANGES TO RFQ

The date proposals are due at the Port, as listed in the advertisement for this RFQ and within Section F. RFQ Content, page 5 of 6, of the RFQ is hereby changed to **“January 14, 2016 by 4:30 PM (Pacific)”**

END OF THIS ADDENDUM



REQUEST FOR QUALIFICATIONS

MARINE TRADES INDUSTRIAL PARK PROJECT

A. INTRODUCTION

This is a Request for Qualifications (RFQ) seeking responses from qualified consultants or consultant teams to complete the concept development, preliminary design and final design engineering for the development of a marine trades industrial park at the former K Ply Site. The Site is located at 439 Marine Drive, Port Angeles, WA 98363.

B. BACKGROUND

The Port of Port Angeles is located 80 miles north and west of Seattle on the Strait of Juan de Fuca. The Port is a complex enterprise that operates, manages and makes capital investments in four lines of business, Marine Facilities, Marinas, Airports and Industrial Properties.

The Port's central waterfront property is currently anchored by Marine Terminals 1 and 3 supporting log export operations and vessel topside repair. The adjacent developed upland consists of marine trades business engaged in the construction and maintenance of yachts and commercial boats (See attached Figure 1). These marine trades business are supported by a 500-ton travel lift pier located just east of Terminal 1.

Adjacent and east of current marine trades operations is the Port owned former K Ply Site (Site). The upland Site is approximately 18 acres, zoned heavy marine industrial and has direct access to the marine terminals and travel lift pier. The Port is in the final stages of completing an environmental cleanup at the K Ply Site (See attached Figure 2).

The Site was originally a tidal flat. The first development occurred when the Chicago, Milwaukee, St. Paul and Pacific Railroad built an elevated trestle and rail line along the current bulk head and riprap slope to the north. The Site was filled inland of the rail trestle around 1926 using hydraulic fill dredged from the Harbor for the development of Terminal 1. Approximately 5 to 15 feet of fill was placed on the tideland surface after first constructing a bulkhead wall shoreward of the railroad trestle and then placing the hydraulic fill material behind the bulkhead wall. Since the late 1920s, the Site has been used to support the wood products industry (i.e., log storage, debarking, lumber, and plywood mills) but was primarily used for plywood manufacture. Beginning in the 1940s,

the K Ply mill (formerly called PenPly) produced plywood in a mill located at the Site. Contamination consisting of gasoline, pentachlorophenol and hydraulic oil under the mill was first documented in the late 1980s. The mill was permanently closed in 2011 and was demolished by the Port in 2013. The remedial investigation field activities followed mill demolition and were completed in early 2014. The cleanup, consisting of removing approximately 50,000 tons of contaminated soil and backfilling with clean suitable material, will be completed in summer 2016.

The goal for 2016 is to complete the concept development and preliminary design engineering to redevelop of the Site. The early vision for the Site includes an anchor tenant, multiple work pad or lease sites, and a wash-down facility. Respondents to this proposal are encouraged to fully review the following information relevant to this project:

- Central Waterfront Master Plan, Port of Port Angeles, 2010.
<http://wa-portofportangeles.civicplus.com/DocumentCenter/View/66>
- Assessment of Boatyard / Shipyard Options – DRAFT, Port of Port Angeles, 2015.
<http://portofpa.com/DocumentCenter/View/548>

C. SCOPE OF SERVICES OVERVIEW

This project consists of the following four phases:

- Phase 1: Visioning and Concept Development
- Phase 2: Preliminary Design and Engineering
- Phase 3: Final Design, Permitting Support, Preparation of Bid Documents, Bid Process Support and Project Construction Scheduling
- Phase 4: Construction Management Support

D. SCOPE OF SERVICES AND DELIVERABLES PER PHASE

The consultant will be responsible for the coordination and completion of all Project components, tasks and deliverables as follows:

Phase 1: Visioning and Concept Development

<i>Components/Tasks</i>	<i>Deliverables</i>
1. Become familiar with existing conditions, structural and environmental, and all influences that may affect the proposed project.	Not Applicable
2. Lead visioning and concept development workshops with current Port tenants, potential tenants, public stakeholders and Port staff.	Working draft concept sketches, cost estimates, presentation materials.
3. Present concept development workshop summaries and findings to Port Commission.	Final concept sketches, cost estimates, presentation materials.
4. Develop final selected concept alternative and phasing plan per feedback from stakeholders.	Memo or report detailing final selected concept. To include cost estimates, overview site plans and phasing schedule.

Phase 2: Preliminary Design and Engineering

<i>Components/Tasks</i>	<i>Deliverables</i>
1. Conduct technical studies (Surveying, Geotechnical, Stormwater/Infiltration, Washwater Treatment, Parking, Traffic Analysis) as needed to support design.	Draft and final reports.
2. Develop preliminary design and estimated construction costs.	Preliminary plans, cost estimate, construction schedule and design criteria memo.

Phase 3: Final Design, Permitting Support, Preparation of Bid Documents, Bid Process Support and Project Construction Scheduling

<i>Components/Tasks</i>	<i>Deliverables</i>
1. Detailed design and bid documents.	Construction schedules, plans, technical specifications and cost estimates. Submittals At 30%, 60%, 90% and 100% design completion. Issued-for-Bid plans and contract provisions.
2. Bid support services.	Attend pre-bid conference. Respond to bidder questions and prepare bid addendums as needed. Issued-for Construction plans and specifications.

Phase 4: Construction Management Support

<i>Components/Tasks</i>	<i>Deliverables</i>
1. Provide construction support for the duration of the project, including review of all submittals and shop drawings, responses to requests for information (RFI), and review pay estimates and change order proposals.	Review of contractor's redlined drawings and create record drawings.
2. Provide all necessary testing and inspections	Inspection Reports and other documentation of field work.
3. Coordinate and lead weekly progress meetings	Meeting minutes

F. 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 the team's approach will be for successful project completion.

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

6. 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). Three (3) hard copies and one electronic copy of the above information must be submitted to:

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

by 4:30 PM (Pacific) ~~January 6~~ January 14, 2016.

Any questions or concerns may be directed to Chris Hartman at (360) 417-3422 or chrish@portofpa.com

G. 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

H. 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: Standard Consultant Agreement (5 pages)

Attachment-2: Figure 1 and 2 (Overviews of Site) (2 pages)

CONSULTANT SERVICES AGREEMENT

PROJECT:
CONSULTANT:

THIS AGREEMENT is made and entered into by and between the Port of Port Angeles (*hereinafter referred to as the "Port"*) and _____ (*hereinafter referred to as the "Consultant"*) for the furnishing of consultant services for _____.

The Port and Consultant mutually agree as follows:

SCOPE AND SCHEDULE OF WORK

List of Deliverables:

Note: See Attachment A for scope details.

COMPENSATION

This will be accomplished on a total fee and expense basis and will not exceed _____, without prior written approval from the Port.

LENGTH OF AGREEMENT

The length of this agreement is from _____ through _____.

RATE AND FEE SCHEDULE AND OUT-OF-POCKET EXPENSES

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.

Port's Project Manager: _____
Consultant's Representative: _____

TERMS AND CONDITIONS

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

1. 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.

2. 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.

3. Compliance with Laws

Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the services, including registration and taxes, permitting regulations 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 licenses and permits required to complete the scope of work as defined.

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.

4. Suspension and Debarment

By signing this agreement, the Consultant verifies that it has not been suspended or debarred from working on federally funded projects

5. 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 following Consultant's receipt of final payment therefore to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

6. Ownership of Work

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the work products prepared by the Consultant in performing these services. Consultant shall not be responsible for changes made in the work 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.

7. Disclosure

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

8. Deliverables

Unless otherwise specified in the Scope of Work, Consultant shall provide draft deliverables to the Port for review prior to preparation of final deliverables. Delivery of materials produced shall consist both of the tangible materials and one copy of any computer file used in the creation of the tangible product in a PDF format or other format specified by the Port.

9. 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 based on road mileage distance between Consultant's office and project location. Consultant's expenses will be reimbursed at cost. Hourly rates shall include all of Consultant's routine administration and overhead expenses, including all equipment, software, tools and supplies reasonably required to perform the scope of services. The Port will not separately reimburse Consultant for routine overhead expenses or administration including but not limited to:

- A. Computer hardware or software usage
- B. Digital camera or recording equipment
- C. Communications - including phone, internet, fax, postage and courier
- D. Routine reproduction except for documents produced by outside vendor
- E. Small tools and expendables.
- F. Federal, state or local taxes
- G. Safety training and equipment
- H. Time devoted to Agreement negotiation, invoicing or dispute resolution.

10. Payment Schedule

Consultant shall submit detailed numbered invoices showing description of work items being invoiced, work order number, title of project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate and all authorized expenses itemized, with backup, 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.

11. Costs and Disbursements

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

12. Indemnity

For all claims arising from the performance of the Consultant's professional services Consultant and its subconsultants agree to indemnify and hold harmless the Port of Port Angeles, 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, to the extent arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

13. Insurance

Prior to commencement of services under this Agreement and if required below, Consultant shall procure and maintain one or more lines of insurance coverage to be kept in force for the life of this Agreement. If required, insurance shall be procured from insurance carriers with a current A.M. Best's rating of no less than "A VI". Consultant shall submit to the Port a Certificate of Insurance which shows that it has obtained the required coverage(s). Coverage shall not lapse or be terminated without written notification to the Port, delivered electronically or by mail, not less than thirty (30) days prior to any such lapse or termination. Consultant agrees to notify the Port of any material change of coverage or reduction in limits. Except for professional liability, the Port shall be named as an additional insured on all policies on ISO Form CG 20 10 Form B.

This Agreement Does Does not require commercial general liability insurance. If neither box is checked, commercial general liability insurance is required. If required, the following will apply:
Consultant shall procure and maintain during the life of this Agreement commercial general liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;

This Agreement Does Does not require automobile liability insurance. If neither box is checked, automobile liability insurance will be required.
Consultant shall procure and maintain during the life of this Agreement automobile liability insurance covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident. Sole proprietors may provide coverage on a Personal Auto Policy in lieu of a Commercial Auto coverage form.

This Agreement Does Does not require Professional Liability insurance coverage. If neither box is checked, the Agreement does require this coverage.
Consultant shall procure and maintain during the life of this Agreement professional liability insurance of \$1,000,000 per claim and in the aggregate. Insurance shall have a retroactive date before the date of commencement of services and shall remain in effect for the term of this Agreement plus three years.

14. Force Majeure

Neither the Port nor the Consultant shall hold the other party responsible for damages or delay in performance caused by acts of god, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

15. Standard of Care

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 deliverables prepared under this Agreement Consultant shall, without additional compensation, correct or revise any errors or omissions in such deliverables. The Port's approval of

deliverables 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 to the extent arising from the Consultant's errors, omissions or negligent performance of services furnished under this Agreement.

16. Competitive Specification

This Agreement Does Does not require development of plans or specifications. If required, the following paragraph shall apply:

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.

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.

17. 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. The Consultant shall also address issues which may result in completion beyond the established schedule or budget.

18. 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.

19. 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. The provisions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of performance or termination of this Agreement shall so survive. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement.

20. 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 Clallam County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

21. 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.

22. Order of Precedence

The provisions of this Agreement are complimentary and shall be interpreted to give effect to all of its provisions. Any inconsistency in this Agreement shall be resolved in the following order of precedence:

- A. Professional Services Agreement including Terms and Conditions, as modified by the latest amendment.
- B. Attachment A, Scope of Work, as modified by the latest amendment.
- C. Attachment B, Schedule of Fees, as modified by the latest amendment.
- D. Remaining attachments to the Professional Services Agreement:

AGREED

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

PORT OF PORT ANGELES

By: _____
Ken O'Hollaren

By: _____

Title: Executive Director _____

Title: _____

Date: _____

Date: _____

FIGURE 1: ALTERNATIVE B, CENTRAL WATERFRONT PLAN, 2010

**MARINE TRADES INDUSTRIAL PARK
(Former K Ply Site)**

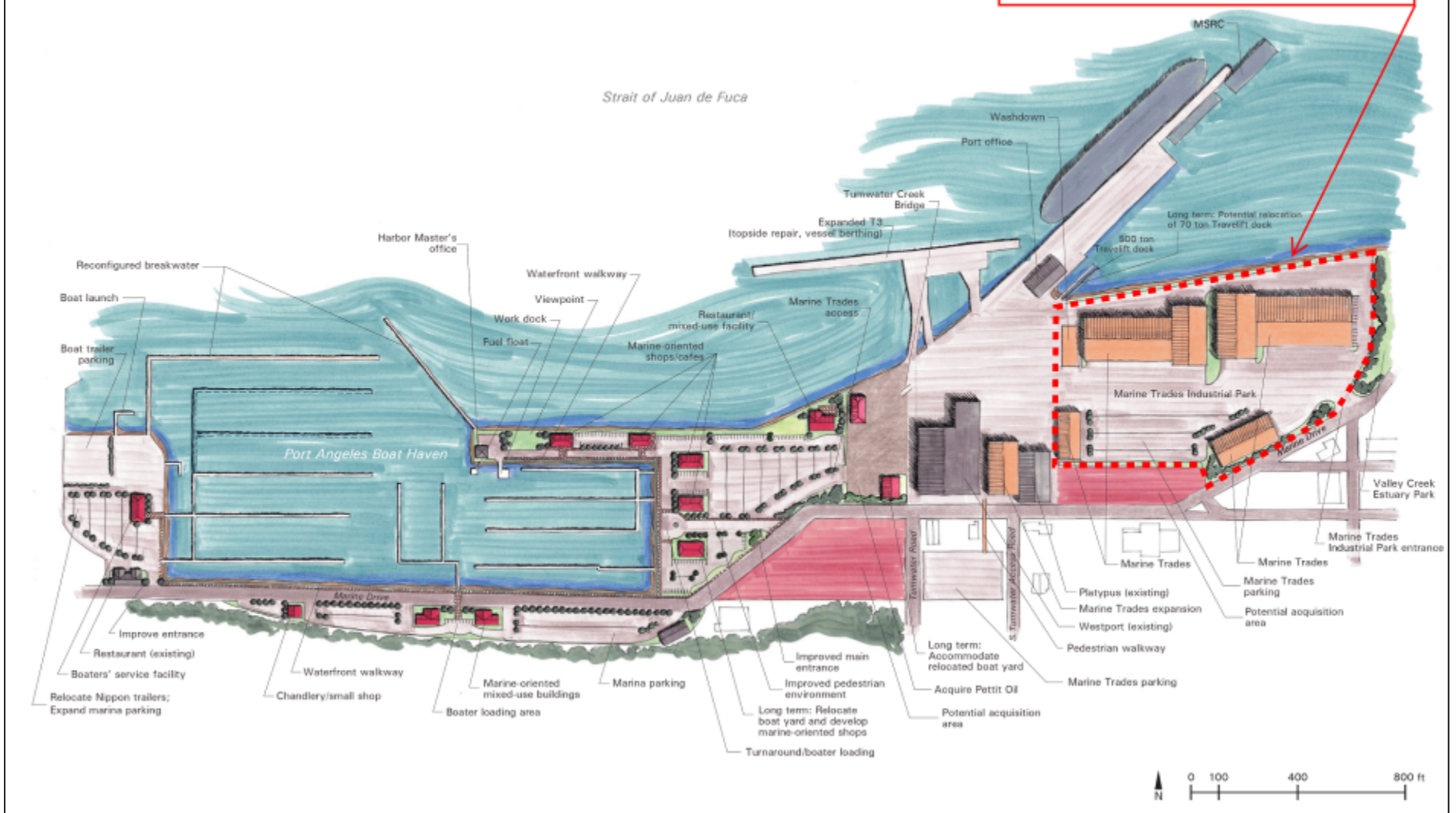


FIGURE 2: DRONE PHOTO 11/10/2015. CLEANUP IN-PROCESS

