

**PORT OF PORT ANGELES
REQUEST FOR QUALIFICATIONS**

PROFESSIONAL SERVICES

WATERFRONT INFRASTRUCTURE PERMITTING

Issued by
Port of Port Angeles
338 W. First Street
Port Angeles, WA 98362

RFQ INFORMATION	
Contact:	Jesse Waknitz, Port of Port Angeles
Email Address:	jessew@portofpa.com
Phone:	(360) 460-1364
Submittal Date:	February 20, 2025 at 5 PM (PDT)

PLEASE SUBMIT ALL CORRESPONDENCE AND STATEMENTS OF QUALIFICATIONS (SOQs) VIA E-MAIL DIRECTLY TO THE CONTACT LISTED ABOVE AND INCLUDE 'PERMITTING RFQ' IN THE SUBJECT LINE

A. PURPOSE

The Port of Port Angeles (Port) is soliciting Statements of Qualifications (SOQ) from firms qualified and interested in providing professional consulting services for planning, preliminary engineering design, and permitting support services for future repair and improvements to the existing infrastructure at the Port's Marine Terminals and other waterfront facilities.

The Port owns and maintains a variety of in-water and over-water structures of differing ages and conditions, necessitating ongoing upkeep and occasional replacement. Any shoreline or in-water maintenance work requires both U.S. Army Corps of Engineers (USACE) coverage under Nationwide Permit (NWP) No. 3 and a Hydraulic Project Approval (HPA) from the Washington State Department of Fish and Wildlife (WDFW). To streamline the permitting process and minimize project delays, the Port is pursuing programmatic coverage under NWP No. 3 and a programmatic HPA.

The planned maintenance activities are anticipated to require environmental mitigation. Possible strategies include advanced mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. As part of the project scope, a comprehensive mitigation plan will be developed to address and offset potential environmental impacts resulting from the Port's maintenance activities.

B. BACKGROUND

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

PROJECT SPECIFIC BACKGROUND

Within Port Angeles Harbor, the Port owns and operates the following infrastructure (See Figure 1):

- Terminal 1 – 1,000-ft timber pier used for topside repair.
- Terminal 3 – 480-ft concrete and timber pier used for cargo export (chip & logs).
- Terminal 4 – 180-ft x 28-ft timber dock used to support launch and freight operations.
- Terminal 5 – 260-ft timber dock used as a lay berth.
- Terminal 7 – 330-ft timber dock used as a lay berth.
- Marine Trade Center – 18-ac waterfront facility for boat repair and construction with 300-ton concrete haul-out pier.
- Port Angeles Boat Haven – 400 slip marina with 70-ton haul-out pier.
- Port Log Yard – 30-ac waterfront facility with barge berth to import and export logs.

To support the continued operations and future improvements at these facilities, the Port proposes to seek programmatic improvement and maintenance permits from the US Army Corps of Engineers (USACE) and other agencies. The Port anticipates applying for grants to make repairs and improvements, specifically at Terminals 1 & 3. The grants might be federal, state or local, with the Port specifically seeking Rebuild American Infrastructure with Sustainability and Equity (RAISE) or Port Infrastructure Development Program (PIDP) US DOT grants in 2025 and 2026. The specific improvements to Terminal 3 would involve replacing the two east timber trestles from the 1960s with modern materials. These improvements will facilitate more efficient freight movement through Port facilities.

At the Port's other docks and waterfront facilities, maintenance will likely consist of pile replacement, decking or structural repairs, and sheet pile or rip rap bulkhead repairs.

The Port anticipates that this permitting process will take approximately twelve months, including the necessary reviews and approvals by regulatory agencies. The Port has a dedicated liaison with NMFS, and USFWS has previously expedited ESA consultations, helping shorten the overall timeline.

C. SCOPE OF SERVICES

The selected firm will assist the Port in planning, scoping, preparing, and submitting the necessary permit applications for waterfront facility maintenance. The scope of work is anticipated to include, but is not limited to, the following tasks:

- **Inventory Development:** Create a comprehensive inventory of all Port-owned in-water and over-water structures.
- **Repair and Replacement Program:** Help develop a structured repair and replacement plan for these structures, incorporating a detailed mitigation strategy.
- **Agency Coordination:** Liaise with permitting agencies, including the U.S. Army Corps of Engineers (USACE), Washington Department of Fish and Wildlife (WDFW), Washington Department of Ecology (Ecology), NOAA Fisheries (NMFS) and US Fish and Wildlife (WDFW).
- **Permit Applications & Technical Studies:** Prepare and submit all required permit applications and conduct any related studies or assessments supporting those applications.
- **Revisions & Clarifications:** Draft and submit any necessary revisions, clarifications, or supplementary documentation requested by permitting agencies.
- **Grants & Engineering Support:** Support developing grant applications and engineering reports for maintenance improvements referenced in the permitting documents.

D. SOQ ELEMENTS & EVALUATION CRITERIA

SOQs should present information straightforwardly and concisely while ensuring complete and detailed descriptions of the firm's (to include the prime, key team members, and significant sub-consultants) ability to meet the requirements and provide the required services of this RFQ. Emphasis will be on the completeness of the content. The written SOQs should be prepared in sequential order as outlined below.

1. Qualifications and Experience (50 possible points)

- a. Briefly list and describe your firm's previous experience in providing planning, preliminary engineering, and permitting services for port waterfront facilities. For each project listed, the information should include:
 - i. Name and location of the facility and the date the work was completed.
 - ii. Name and telephone number of the manager or staff person whom your firm worked with on the project.
 - iii. Name of your project manager and pertinent project team members.
 - iv. Brief description of the work performed.
- b. Provide the names of your members and those of any proposed sub-consultants who would be involved in this project. Include the following information:
 - i. Individual's proposed role in the project.
 - ii. A resume or brief description of the individual's previous experience as it relates to his/her role in this project.
 - iii. For any proposed sub-consultants, indicate if your firm has worked with the sub-consultant on previous projects.

2. Description of Approach (40 points possible)

- a. Provide a proposed work plan and how that plan will be accomplished. Highlight issues you feel will be relevant and strengths your organization has to deal with those issues.

3. Demonstrate Capability to Perform Services (10 Points)

- a. List references that would attest to the expertise of the company and the assigned personnel.
- b. Provide an estimated timeline to complete the project.

Review and Selection

Consultant selection will be according to Chapter 39.80 RCW and based on the evaluation and scoring of the qualifications where the most qualified competitor is selected (highest points) unless it is deemed necessary by the Port to conduct interviews of closely scored consultants. If conducted, interviews will be evaluated and scored up to an additional 25 points and added to the evaluation points listed above. The consultant determined best qualified (highest points score) to perform the studies will be recommended to the Port's governing board for acceptance, subject to the successful negotiation of a contract for professional services.

Submittal Process

Direct all inquiries on this Request for Qualifications to Jesse Waknitz, at 360-460-1364 or jessew@portofpa.com.

The Statements of Qualifications (SOQ) shall be submitted as a PDF via email, **with the Subject: PERMITTING RFQ, to Jesse Waknitz at jessew@portofpa.com** no later than **5 PM PDT, February 20, 2025**. SOQs shall not exceed ten (10) pages, including attachments.

The Port reserves the right to reject any SOQs submitted. This RFQ and the firm’s response, including all promises, warranties, commitments, and representations made in the successful SOQ (as accepted by the Port), shall be binding and incorporated by reference in the contract with the Consultant. The Port will not be liable for any costs incurred by the Consultant in the preparation and presentation of SOQs or proposals submitted in response to this RFQ. The selected firm will be required to execute the Port’s Standard Agreement for Professional Services (attached).

Solicitation Timeline

Issuance of RFQ	January 17, 2025
SOQs due	February 20, 2025 @ 5:00 PM (PDT)
Short List of Consultants*	February 27, 2025
Interviews (if required)*	March 3, 2025
Final Selection*	March 10, 2025
Execute Contact*	April 8, 2025**

*Dates are tentative

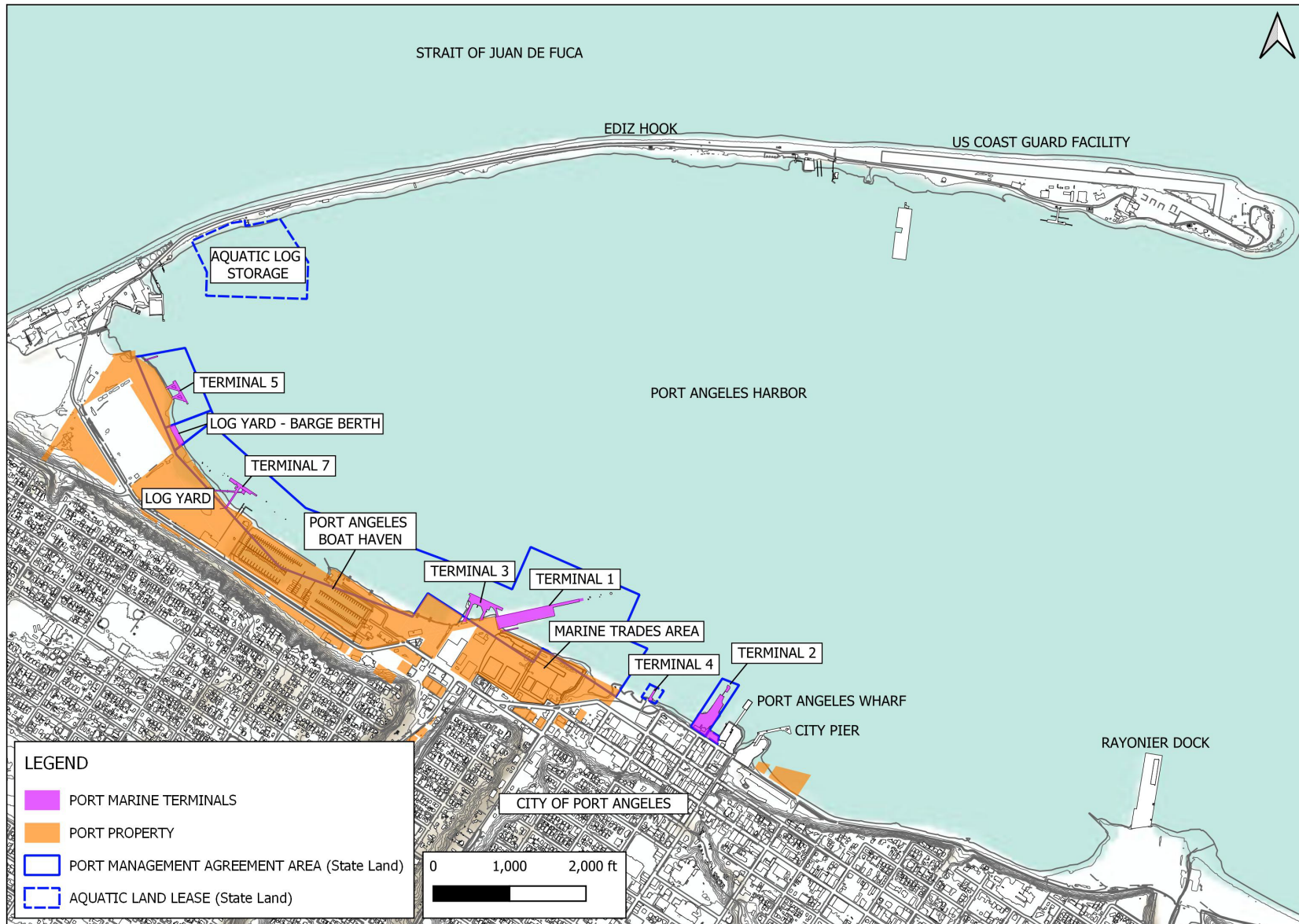
**Dependent on Port’s Governing Body’s Approval

Attachments

Attachment A – Figure 1 – Port Waterfront Overview

Attachment B – Sample Professional Services Agreement

Figure 1 – Port Waterfront Overview



PROFESSIONAL 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 time 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

Note: See Attachment B for schedule of fees

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 each entity in the Port, their appointed and elective officers and their 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, each member of the Port shall be individually 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:

- 1) Professional Services Agreement including Terms and Conditions, as modified by the latest amendment.
- 2) Attachment A, Scope of Work, as modified by the latest amendment.
- 3) Attachment B, Schedule of Fees, as modified by the latest amendment.
- 4) 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

CONSULTANT

Paul Jarkiewicz
Port of Port Angeles
Executive Director
_____ 2025

By: _____
Consultant
Title: _____
_____ 2025