

**WESTERN PORT ANGELES HARBOR GROUP
REQUEST FOR QUALIFICATIONS**

PROFESSIONAL SERVICES

WESTERN PORT ANGELES HARBOR SITE – SEDIMENT CLEANUP

Issued by
Port of Port Angeles
on behalf and part of the Western Port Angeles Harbor Group
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:	May 13, 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 ‘WPAH SITE’ IN THE SUBJECT LINE**

A. NOTICE OF REISSUANCE

This Request for Qualifications (RFQ) is being reissued to clarify that firms that prepared expert opinions or reports for use to advocate for a Potentially Liable Party (PLP) in mediation or litigation proceedings in the last 5 years between members of the Western Port Angeles Harbor Group (WPAH Group) regarding the Western Port Angeles Harbor Site (WPAH Site) shall not be eligible for consideration, and the presence of such firm in any team submission shall disqualify the entire team from this RFQ process.

Each firm that submitted a Statement of Qualifications (SOQ) in response to the March 2025 RFQ must resubmit their SOQ package under this reissued RFQ to be considered for the project, even if no changes have been made to their original submission.

The solicitation timeline and submission deadline have been modified as part of this reissuance; all other sections of the RFQ remain unchanged

B. PURPOSE

The Port of Port Angeles (Port), as part of the WPAH Group, is soliciting SOQ from firms qualified and interested in providing professional consulting services in preliminary and final engineering design (civil, structural, geotechnical and environmental), regulatory support and negotiation, cost estimating, project management, permitting, bidding support and construction support for the sediment cleanup at the Western Port Angeles Harbor Site (WPAH Site). This proposed sediment cleanup includes approximately 7-acres of intertidal excavation, 42-acres of engineered cap, 180-acres of enhanced monitored natural recovery and 950-acres of monitored natural recovery. The area of cleanup is referred to as the WPAH Sediment Cleanup Unit (SCU).

C. BACKGROUND

Port Angeles Harbor (Harbor) is located on the northern coast of Washington's Olympic Peninsula and along the southern shoreline of the Strait of Juan de Fuca and adjacent to the City of Port Angeles. The Harbor is also located within the traditional territory of the Lower Elwha Klallam Tribe, which retains treaty fishing rights today. Two major Klallam villages, l'e'nis and Tse-whit-zen, once stood along the shoreline. In the late 1800s, industrial development brought sawmills, pulp and paper production, commercial fishing, and marine transport to the harbor area. Some industries released liquid waste and contaminated stormwater into the harbor, causing contamination. Pulp mills burned wood debris soaked in saltwater and this process released hazardous substances, like dioxins, that entered marine sediment.

The Harbor has been identified as a priority environmental cleanup and restoration project by the Washington State Department of Ecology (Ecology). Pursuant to its authority under Washington's Model Toxics Control Act, Chapter 70A.305 RCW (MTCA), Ecology is serving as the lead agency with oversight and enforcement authority for the WPAH Site. A Consent Decree between Ecology and the responsible parties, outlining the cleanup process has been negotiated and is the subject of a public comment period that runs from January 16, 2025 to February 18, 2025. After the public comment period ends, the parties will submit the Consent Decree to Clallam County Superior Court for approval. The responsible parties include the City of Port Angeles, Georgia-Pacific LLC, Merrill & Ring, Nippon Paper Industries USA Co., Ltd, the Port of Port Angeles, and Owens Corning (collectively, WPAH Group). The Consent Decree requires the responsible parties to perform Ecology's Cleanup Action Plan (CAP).

The sediment cleanup remedy described in the draft-final CAP, which is also subject to public comment simultaneously with the Consent Decree, requires approximately six seasons of construction at three separate Sediment Management Areas (SMAs)--SMA 1, SMA 2, and SMA 3--and includes the following actions and approximate extents:

- 3 acres of intertidal excavation (SMA 1 and 2) to remove contaminated sediment and provide space for capping deeper contaminated sediment.
- The excavation of 0.8 acres of upland fill soils used to create the lagoon causeway and additional shoreline to construct aquatic habitat, offsetting the loss of aquatic habitat (SMA 2).
- 4 acres of intertidal excavation/subtidal dredging to remove contaminated sediment in areas suitable for enhanced monitored natural recovery following removal (SMA 2). 42 acres of the engineered cap (SMAs 1 and 2) to contain contaminated sediment.
- 180 acres of enhanced monitored natural recovery (SMAs 2 and 3) to enhance the rate of natural recovery (reduction in contaminant concentrations in surface and near-surface sediments via the input of sediments from creeks discharging to the Harbor).
- 950 acres of monitored natural recovery (SCU-wide) to confirm sediment improvement associated with sedimentation over time.

Background documents are available on Ecology's website by following this link: <https://apps.ecology.wa.gov/cleanupsearch/site/11907>. The final drafts of the Consent Decree and CAP that are subject to public comment are attached hereto as Attachments A and B.

The WPAH Group anticipates awarding multiple professional service contracts to the consultant(s) selected through this RFQ over an eight (8) year period for different project phases. The WPAH Group may determine that the scope of services as described herein may be best completed by more than one consultant to be performed collaboratively. The initial contract will be for engineering and pre-remedial

and remedial design and will be a contract between all or some members of the WPAH Group and the selected consultant(s).

The final form of the Professional Services Agreement for this scope of service will be developed in consultation with the participating members of the WPAH Group following selection of the consultant(s). For reference, the Port's Standard Terms and Conditions typical for this sort of project are included with the Sample Professional Services Agreement (Attachment C). By submitting a Statement of Qualifications (SOQ), the proposer represents that it has carefully read the Port's Standard Terms and Conditions and will identify during the question submittal and response period any sections considered onerous, explain why these sections are onerous, and propose alternative contractual provisions. This feedback on the Port's Standard Terms and Conditions will be considered by the WPAH Group for the development and negotiation of the final form of Professional Services Agreement.

D. SCOPE OF SERVICES

The overall scope of services will assist the WPAH Group in fulfilling its obligations under the Consent Decree and CAP, including developing an Engineering Design Report, preliminary and final design including plans, specifications, cost estimating and scheduling, permit support, bid support, regulatory and tribal support and negotiation, and construction support. The selected consultant(s) must include all necessary disciplines (subconsultants or organizational) to complete the activities summarized below and described in greater detail in the CAP and Consent Decree.

Project Management

During all phases of the project, the selected consultant(s) will provide project coordination that will include project management services, serve as a point of contact for Ecology requests and coordination, prepare progress reports for Ecology, maintain administrative records, and schedule WPAH Group meetings as necessary.

Design Stage

During the design stage, the selected consultant(s) will perform the tasks and generate the deliverables related to design and permitting required by the Consent Decree. These include the generation of an Engineering Design Report, preliminary and final design (which includes project cost estimates), project schedules, plans and specifications, and permit applications. This stage includes all necessary fieldwork needed to complete design activities.

Bidding Stage

The selected consultant(s) will be expected to provide support services during bidding or procurement for remedial construction, including review and responses to questions, preparation of addendums, attending pre-bid meeting(s), and providing post-bid analysis. **This cleanup action is a public works but may be exempt from competitive bidding under RCW 70A.210.110 as a pollution control facility. If in the best interest of the WPAH Group, the selected consultant(s) will coordinate the direct procurement of construction services with the WPAH Group's preferred construction contractor(s) in lieu of a competitive bid process.**

Construction Stage

During construction, the selected consultant(s) will provide support services including but not limited to Request for Information, submittal and change order review and responses, cost estimating, issue resolutions, site observations, compliance monitoring, inspection services, administrative support, preparation of record drawings, and closeout reports.

Long-Term Monitoring

After construction is completed, the selected consultant(s) will provide support for long-term monitoring of the SCU, which will be conducted per monitoring plans developed during the design stage. This monitoring is expected to continue for a minimum of 10 years after construction.

E. DELIVERABLES

The following list describes the anticipated deliverables over the life of the project as detailed in the CAP for which the selected consultant(s) will either prepare or support the preparation (including client review drafts, Ecology review drafts, and final documents):

- Draft and Final Remedial Design Work Plan
- Submit all data to Ecology's Environmental Information Management (EIM) System
- Draft and Final SMA 2 Pre-Remedial Design Evaluation Memo
- Draft and Final Engineering Design Report
- Draft and Final Construction Quality Assurance and Adaptive Management Plan and Operations, Maintenance, and Monitoring Plan
- Draft 30%, 60%, 90% and 100% Final Construction Drawings, Design Specifications (Plans/Specs) and Cost Estimates
- Applications for local, state and federal permits for this in-water work.
- Draft and Final Cleanup Action Report
- Progress Reports to PLPs and Ecology
- Periodic 5-Year Review Data

F. 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 the sequential order as outlined below.

1. Qualifications and Experience (50 possible points)

- a. Briefly list and describe your firm's previous experience in providing engineering, project management and permitting services for large sediment cleanup projects. For each project listed, the information should include:
 - i. Name and location of the sediment cleanup project and the date the work was completed.
 - ii. Name and telephone number of the agency manager or staff person your firm worked with on the project.
 - iii. Provide the name of your project manager and pertinent project team members.
 - iv. Brief description of the work performed.

- v. Total final combined design and construction dollar amount of the work performed and whether the project was completed within the original budget.
 - vi. Summary of EMR safety performance.
- 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 possible points)

- 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 possible points)

- a. List references that would attest to the expertise of the company and the assigned personnel.

4. Interviews (25 possible points)

- a. The WPAH Group will conduct interviews of highest scored consultants. The interviews will be evaluated and scored up to an additional 25 points and added to the evaluation points listed above.

Review and Selection

Selection of the consultant(s) 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). The consultant(s) determined best qualified (highest points score) to perform the scope of work will be recommended to the Port's governing board, City Council, and private parties' management teams for acceptance, subject to 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 proposals shall be submitted as a PDF via email, **with Subject: WPAH SITE**, to Jesse Waknitz at jessew@portofpa.com with a cc to the list below, no later than **5 PM PDT, May 13, 2025**. Proposals shall not exceed ten (10) pages, including attachments.

cc List:

wbloor@cityofpa.us
dgmassen@gapac.com

john.bottini@kochps.com
stevej.npiusa@olypen.com
northstar@wavecable.com
Mindy.Kairis@owenscorning.com
Alan.Lake@owenscorning.com

The WPAH Group reserve the right to reject any and all SOQs submitted. This RFQ and the firm's response, including all promises, warranties, commitments, and representations made in the successful proposal (as accepted by the Port on behalf of the WPAH Group), shall be binding and incorporated by reference in the contract with the selected consultant(s). The Port and the WPAH Group will not be liable for any costs incurred by the consultant(s) in the preparation and presentation of SOQs submitted in response to this RFQ. The selected firm(s) will be required to execute a form of Professional Services Agreement that will be negotiated in consultation with the participating members of the WPAH Group and the selected consultant(s).

Solicitation Timeline

Issuance of RFQ	April 29, 2025
SOQs due	May 13, 2025 @ 5:00 PM (PDT)
Short List of Consultants*	May 28, 2025
Interviews	Week of June 9, 2025
Final Selection*	June 27, 2025
Execute Contract*	August 2025**

*Dates are tentative

**Dependent on approval by the Port's Governing Body, City Council, and Private Parties' Management Teams

Attachments

Attachment A – Draft Proposed Consent Decree (subject to public comment)
Attachment B – Draft-Final Cleanup Action Plan (subject to public comment)
Attachment C – Sample Professional Services Agreement

Attachment A
Draft Proposed Consent Decree

WA Ecology Website Link to CD
<https://apps.ecology.wa.gov/cleanupsearch/document/150197>

Attachment B
Draft-Final Cleanup Action Plan

WA Ecology Website Link to DCAP
<https://apps.ecology.wa.gov/cleanupsearch/document/150198>

ATTACHMENT C - PROFESSIONAL SERVICES AGREEMENT

PROJECT:

CONSULTANT:

THIS AGREEMENT is made and entered into by and between the Western Port Angeles Harbor Group (*hereinafter referred to as the "Group"*) that includes the Port of Port Angeles; Georgia-Pacific LLC; Nippon Paper Industries USA Co., Ltd.; the City of Port Angeles; Owens Corning, and Merrill & Ring Inc. and _____ (*hereinafter referred to as the "Consultant"*) for the furnishing of consultant services for _____.

The Group 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 Group

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.

Group's Project Manager: _____

Consultant's Representative: _____

TERMS AND CONDITIONS

In consideration of the mutual covenants, obligations, and compensation to be paid by the Group 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 Group upon termination of the Agreement or otherwise as requested by the Group.

6. Ownership of Work

The services to be performed by Consultant shall be deemed instruments of service and works for hire for purposes of the copyright laws of the United States. The Group 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 Group's prior consent.

7. Disclosure

All information developed by the Consultant and all information made available to the Consultant by the Group, 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 Group 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 Group 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 Group.

9. Compensation

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the Group 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 Group 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 Group, 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 Group 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 Group, delivered electronically or by mail, not less than thirty (30) days prior to any such lapse or termination. Consultant agrees to notify the Group of any material change of coverage or reduction in limits. Except for professional liability, each member of the Group 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 Group nor the Consultant shall hold the other party responsible for damages or delay in performance caused by acts of god, strikes, lockouts, 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 Group'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 Group 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 Group.

19. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may be terminated by the Group at any time and in the Group's sole discretion, 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 Group 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 Group and Consultant and may be amended only by written instrument signed by both the Group 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.

WESTERN PORT ANGELES HARBOR GROUP

CONSULTANT

Paul Jarkiewicz
Port of Port Angeles
Executive Director
_____ 2025

By: _____
Consultant
Title: _____
_____ 2025

Nathan West
City of Port Angeles
City Manager
_____ 2025

Kentaro Ide
Nippon Paper Industries USA Co., Ltd.
President
_____ 2025

David Massengill
Georgia-Pacific LLC
Senior Director, Environmental Engineering
_____ 2025

Nicole Kimzey
Merrill & Ring, Inc.
Chief Operating Officer
_____ 2025

Mindu Kairis
Owens Corning
Director Regulatory & Government Affairs
_____ 2025