

**NORTHWEST SEAPORT ALLIANCE
REQUEST FOR QUALIFICATIONS
No. 071798**

**MANAGEMENT OF THE PUGET SOUND
ZERO-EMISSION TRUCK COLLABORATIVE
(PS-ZETC)**

Issued by
Northwest Seaport Alliance
One Sitcum Plaza
P.O. Box 1837
Tacoma, WA 98401-1837

<i>RFQ INFORMATION</i>	
Contact:	Axa Turney, Contract and Procurement Analyst
<i>Email Addresses:</i>	nwsaprourement@nwseaportalliance.com
<i>Phone:</i>	(253)888-4768
<i>Submittal Date</i>	February 13, 2023 @ 2:00 Pm (PST)

**PLEASE SUBMIT ALL QUESTIONS AND PROPOSALS
VIA THE PROCUREMENT PORTAL**

(LINK LOCATED ON THE LEFT SIDE OF THE PROCUREMENT PAGE)

NORTHWEST SEAPORT ALLIANCE (NWSA)**Request for Qualifications (RFQ) #071798****Management of the Puget Sound Zero-Emission Truck Collaborative****A. PURPOSE**

The NWSA is soliciting Statements of Qualifications (**SOQ**) from interested, qualified firms/teams to lead the formation, facilitation, and management of the multistakeholder Puget Sound Zero-Emission Truck Collaborative, and the development by that Collaborative of the “*Decarbonizing Drayage Roadmap 2050*” – a consensus-based strategy for facilitating a just and equitable transition to zero-emission drayage trucking in the NWSA gateway by 2050. The NWSA anticipates awarding one contract. The resulting contract will be until December 31, 2024 with two (2) one-year renewal options at the sole discretion of the NWSA. Given the multidimensional scope of this work (see details below), the NWSA anticipates and encourages the formation of consulting teams that bring expertise in multiple areas and can work on multiple deliverables simultaneously. **This is a Washington State Department of Transportation grant funded Contract.**

B. BACKGROUND

The NWSA is the cargo operating partnership of the ports of Seattle and Tacoma. Combined, the ports are the fourth-largest container gateway in the U.S. Regional marine cargo facilities also are a major center for bulk, breakbulk, project/heavy-lift cargoes, automobiles, and trucks. NWSA activities support more than 58,000 jobs and more than \$12 Billion in business output.

The NWSA is governed by the two ports as equal Managing Members, with each Managing Member consisting of the five commissioners in each port. Each port’s commissioners are elected at large by the citizens of their respective counties.

In April 2021 the Managing Members unanimously adopted the 2020 Northwest Ports Clean Air Strategy, which sets the vision of phasing out emissions of diesel particulate matter (DPM) and greenhouse gases (GHG) from all seaport activities – including but not limited to drayage trucking – by 2050. In addition, in December 2021 the Managing Members unanimously adopted the 2021-2025 Clean Air Implementation Plan, which features more than 50 five-year milestones that will advance the longer-term vision of zero emissions by 2050. The formation of a multistakeholder zero-emission truck collaborative and the development of a decarbonizing drayage strategy are two of those milestones.

The Puget Sound Zero-Emission Truck Collaborative is envisioned as a multistakeholder group whose primary goal is to develop a *Decarbonizing Drayage Roadmap* – a consensus-based strategy for transitioning all of the trucks providing drayage services to the NWSA’s marine cargo terminals and facilities to zero-emission (battery electric or hydrogen fuel cell) vehicles by 2050. A regional collaborative group is needed to guide this transition for several reasons. The marine cargo operations managed by the NWSA are an economic engine for the Puget Sound region and Washington State, and the 4,000-4,500 drayage trucks that haul containers to and from the two NWSA harbors and warehouses and railyards located throughout the region are a critical element of those operations. At the same time, drayage trucks are a significant source of emissions of greenhouse gases

(GHG) as well as diesel particulate matter (DPM), which contributes to public health risks and environmental health disparities, especially in communities living near the harbors and along major freight corridors. Zero-emission heavy-duty trucks are an important part of the solution, and momentum for a transition towards these cleaner technologies is building. For example, truck manufacturers, prompted in part by policy developments such as the Advanced Clean Truck Rule in California, Washington and others, are investing in the research and development of both battery electric and hydrogen fuel cell trucks. State and federal funding opportunities supporting the transition to zero-emission technologies are increasing, such as Climate Commitment Act and the Inflation Reduction Act.

But there are five major barriers to widespread adoption of these new technologies in Washington state: 1) while prices are expected to drop as the technologies mature, zero emission trucks are still about eight times more expensive than what the average local drayage truck driver currently pays for their vehicle, which is typically a second or third hand diesel truck; 2) the necessary charging and fueling infrastructure for zero emission trucks (both public and private) is virtually non-existent in this region; 3) most of the drayage trucking companies serving the NWSA are small- or medium-sized businesses, many minority-owned, that are highly sensitive to changes in their cost of doing business; 4) local trucking companies lack familiarity and confidence in the new truck technologies, and are wary of potential risks to their operations, profitability and viability; and 5) given the considerable complexity, transitioning to zero-emission trucks will require a much greater degree of collaboration across stakeholders than what exists currently.

In short, the gap between existing and desired conditions is gaping. Successfully bridging that gap and achieving the vision of zero-emission drayage by 2050 will require a high degree of collaboration across a wide range of key stakeholder groups, including: - truck manufacturers and retailers;

- truck drivers and trucking companies;
- marine terminal operators;
- cargo-owners;
- utilities,
- charging companies and fuel-providers;
- ports, government agencies (at the local, state and federal levels);
- workforce development;
- near-port communities;
- truck maintenance providers;
- Tribes; and
- NGOs.

The NWSA is committed to a transition to zero-emission drayage that is just and equitable. By this we mean that the transition reduces and ultimately eliminates emissions from drayage trucks – especially in communities experiencing environmental health disparities – while at the same time preserving and protecting the livelihoods of drayage truckers and companies, many of which are independent owner-operators, small trucking companies, and/or low-income people-of-color.

The NWSA's Standard Terms and Conditions are included with the Professional Services Contract Template which is Attachment B. By submitting a Proposal, the Proposer Management of the Puget Sound Zero-Emission Truck Collaborative

represents that it has carefully read and agrees to be bound by the NWSA's Standard Terms and Conditions. Identify during the question submittal and response period, any sections you consider onerous, clarify why you consider these sections onerous, propose alternative language and describe why it is in the NWSA's best interests to adopt the alternative language.

Proposals submitted with altered or conditioned Terms and Conditions without prior written agreement from the NWSA will be considered non-responsive and not considered for evaluation.

To learn more about The Northwest Seaport Alliance and the Northwest Ports Clean Air Strategy, visit www.nwseaportalliance.com.

C. SCOPE OF SERVICES

The selected firm/team will lead the formation, facilitation, coordination, and ongoing management of the Puget Sound Zero Emission Truck Collaborative, and the development of the Decarbonizing Drayage Roadmap 2050. While the selected firm/team will serve under contract with the NWSA, and the NWSA will be a core member of the Collaborative, the selected firm/team – guided by the Collaborative as-a-whole – will have decision-making authority regarding the Collaborative make-up and work program, including the content of the final product (i.e. the Roadmap).

Specific tasks include the following:

- **TASK 1:** Form the Collaborative. Based in part on the recommendations of a small ad-hoc Advisory Group that was created by the NWSA at the end of 2022 to guide the development of the Collaborative, the selected firm/team will decide on the full multi-stakeholder make-up of the Collaborative, recruit members, and secure participation.
- **TASK 2:** Organize a launch/kick-off event followed by periodic meetings of the Collaborative. Design and facilitate these meetings and keep records of the proceedings.
- **TASK 3:** Work with the membership of the Collaborative to develop a charter and a work plan for the group that specifies its scope-of-work, goals, priorities, structure, key deliverables, community engagement strategies, timeline, and decision-making protocols that include stakeholder input.
- **TASK 4:** Work with the Collaborative to develop and implement strategies for actively and authentically engaging in the development of the Roadmap key stakeholders, including but not necessarily limited to the network of NWSA drayage truck drivers/trucking companies and near-port communities.
- **TASK 5:** Work with the Collaborative to identify the research, technical, and equity impact analysis needed to inform the development of the Roadmap, and develop a plan for meeting those needs, either directly or through partnerships with other entities and efforts.
- **TASK 6:** Track and produce a summary report of lessons learned from zero-emission truck demonstration projects in the NWSA gateway and at other ports, to guide development of the Roadmap.

- **TASK 7:** Develop and produce a consensus-based *Decarbonizing Drayage Roadmap 2050*, detailing the overarching strategy and key actions needed to achieve zero-emission drayage trucking in our region by 2050. A draft outline of the Roadmap developed by the NWSA has been attached for reference, to be refined by the Collaborative once established. The Roadmap should answer questions such as:
 - What is our strategy for making zero-emission trucks more accessible and affordable to NWSA's drayage service providers?
 - What is our strategy for building familiarity with, and confidence in, these new truck technologies, and supporting the drayage trucking network through this transition?
 - What is our strategy for ensuring that the necessary charging and fueling infrastructure is developed – in the right places and at the right times – to facilitate the transition to zero-emission trucking?
 - What funding will be required for this transition, and where?
 - What is our strategy for ensuring that the transition is just and equitable?
 - What is our strategy for financing the transition?

D. DELIVERABLES

Deliverable	Target Date
Form the Puget Sound Zero Emission Truck Collaborative; organize kick-off meeting	End of Q1 2023
Organize regular meetings of the Collaborative (i.e. scheduling, agenda-setting, hosting and facilitation, recordkeeping)	Q1 2023 to end of Q4 2024
Facilitate and produce written agreement on Collaborative's scope-of-work, goals, priorities, structure, decision-making protocols, etc. based on group consensus	End of Q2 2023
Develop and implement strategies for engaging drayage truckers/companies and near-port communities	Develop strategy by end of Q3 2023 Implement strategies Q3 2023 to Q4 2024
Work with Collaborative to identify and meet research and analysis needs related to Roadmap development (e.g., data on drayage truck routing and parking patterns; needs assessment of regional zero-emission truck charging/fueling infrastructure; etc.)	Identify needs by end of Q3 2023 Meet needs Q3 2023 to Q4 2024
Track zero-emission drayage truck demonstration projects and produce report – in the NWSA gateway and at other ports – and ensure that lessons learned are incorporated into the development of the Roadmap	Q2 2023 to Q4 2024
Produce Decarbonizing Drayage: 2050 Roadmap	End of Q4 2024

E. QUALIFICATIONS

The successful firm/team will have the following qualifications:

- Demonstrated success in forming and coordinating multi-stakeholder collaborative groups, and designing, facilitating, and carrying out consensus-based planning processes;
- Demonstrated commitment to equity, diversity, and inclusion – and demonstrated success in designing and managing projects, plans, and programs that deliver equitable outcomes, especially highly impacted, historically overburdened communities;
- Demonstrated research and technical analysis skills, preferably related to transportation decarbonization in general and heavy-duty vehicles/goods movement in particular;
- Demonstrated community and stakeholder engagement experience; and

- Demonstrated capacity to develop, design, and produce clear, readable, public-facing strategy documents

F. SOQ ELEMENTS & EVALUATION CRITERIA

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

SOQs are limited to 12 numbered pages (8 ½ by 11 inch) **excluding** the cover letter and appendices. All pages shall be in portrait orientation with one (1) inch margins. Font size shall be eleven (11) point or larger. SOQs that do not follow this format will not be reviewed.

The cover letter shall include the RFQ Title and Number, Name, Title, Email Address, Phone Number, and current Address of the submitting Firm's main contact and include the following information:

- Describe any claim submitted by any client against the prime firm within the past two (2) years related to the professional services provided by the firm or its key personnel. For purposes of this request, "claim" means a sum of money in dispute in excess of 10% of the firm's fee for the services provided.
- Any real or perceived conflicts of interest for team members, inclusive of the prime, sub-consultants, and key team members.

SOQs are to address, and will be evaluated upon, the following criteria:

G. INITIAL EVALUATION

1. Qualifications & Experience 40 PTS

Identify the proposed team (to include working titles, degrees, certificates and licenses), demonstrate the team's experience in performing the requested services and describe how the team meets or exceeds the required qualifications.

Resumes of the key individuals may be included as an appendix and are not included in the total page count. Resumes are to be limited to one single-sided, letter-size page. Resumes exceeding this limit will not be reviewed.

- The Port will evaluate the experience, technical competence and qualifications of the Key Personnel identified, their project specific roles and responsibilities, and overall organization of the project team. Emphasis will be placed on experience and expertise in engaging and including historically underrepresented perspectives in project outcomes, performing work of similar scope and complexity, and meeting the qualifications detailed earlier.
- Include a list of recent contracts/projects in the last five years, to include a point of contact, contact information (phone and email), and brief description, for services relevant to the items listed in the Scope of Services as performed by the key personnel. Only projects completed by key members of the project team will be considered.

2. Project Approach Narrative.....40 PTS

Proposals should clearly outline the team's recommended approach and methodology for:

- Accomplishing the Scope of Services: Clearly describe the approaches and methods that will be used to accomplish the tasks required in the scope of services. Include a summary of innovative ideas and suggestions for enhancing the scope of services to ensure stakeholder input is incorporated into final decisions.
- Schedule: Outline the team's experience providing ((on-call/task order type services *or* completing the requested services within the stated schedule)) and describe how the team is able to respond to the Port's request for services.
- Coordination & Communication: Provide a plan for communications and coordination between the project team, the Port's project manager and the various stakeholders. Include considerations such as language access and interpretation needs, as well as compensation or other incentives to facilitate ongoing Collaborative engagement.
- What risks that are beyond your control do you see in providing this service and how would you mitigate them?

3. Communications.....20 PTS

The NWSA will evaluate the team's ability to represent the NWSA, orally and in writing, to provide clear, concise, and accurate communications on NWSA property requirements.

- Provide two relevant sample documents showcasing your ability to both effectively communicate to external parties on the NWSA's behalf, and effectively communicate to NWSA representatives. (The sample documents shall be included in the appendix.)
 - Samples of external communications should be examples of the team's ability to write clear, concise, and accurate testimony, letters, public comments, briefing papers, or other federal communications.
 - Samples of communications to NWSA representatives should be examples of documents or updates provided to a client to keep them informed on the progress of their property searches.

FINAL EVALUATION PHASE (if applicable)**4. References.....Pass/Fail**

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

5. Interviews (as requested by NWSA).....100 PTS

If an award is not made based on the written evaluations alone, interviews may be conducted with at least the top two (2) ranked Proposers. Failure to participate in the interview process will result in the Proposer's disqualification from further consideration. Travel costs for the interview will not be reimbursed.

Attachments**ATTACHMENT A – INSTRUCTIONS FOR RESPONDING****ATTACHMENT B – SAMPLE PROFESSIONAL SERVICES AGREEMENT****ATTACHMENT C- RATE SHEET****ATTACHMENT D – FLOWDOWN TERMS FROM WSDOT**

ATTACHMENT A

SUBMITTAL INSTRUCTIONS

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of Solicitation	JAN 23, 2023
Last Day to Submit Questions	FEB 6, 2023 @ 2:00 PM (PST)
Submittal Packets Due	FEB 13, 2023 @ 2:00 PM (PST)
Review/Shortlist*	FEB 17, 2023
Interviews	FEB 24 & 27, 2023
Final Selection*	MARCH 2, 2023
Execute Contract*	MARCH 15, 2023

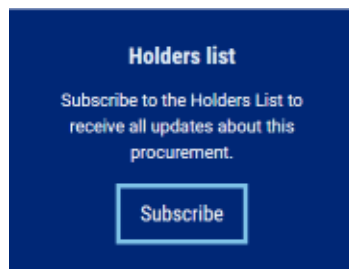
*Dates are tentative.

All status updates on the above solicitation timeline will be announced on the Port's website for this solicitation.

VENDOR OBLIGATION

The NWSA and Port of Tacoma's (Port) Invitation to Bid, Request for Proposals and Request for Qualifications can be accessed on the Port's website, www.portoftacoma.com under 'Business -> Contracting -> Procurement'.

When viewing the details page for this procurement on the Port's Website firms have the option of subscribing to the Holder's List.



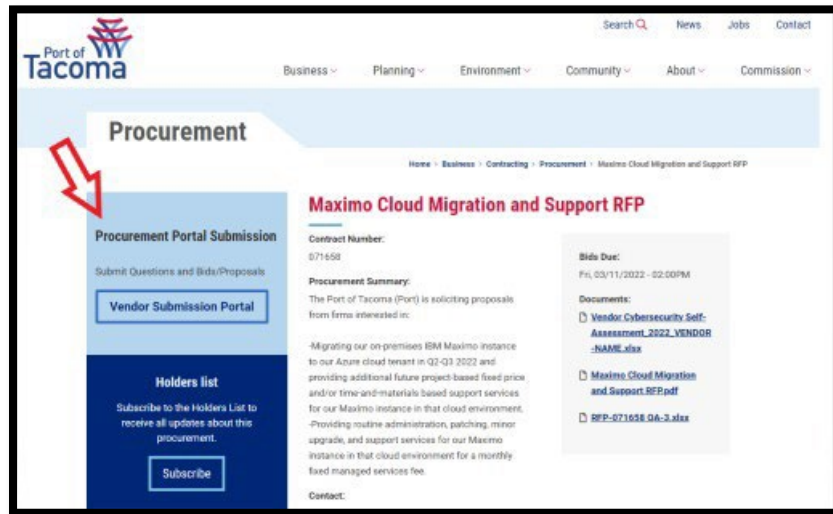
By subscribing to the Holder's List, firms will automatically be notified when new documents or changes relating to this procurement occur.

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

COMMUNICATION / INQUIRES

Proposers who, relative to this scope of services, contact any individuals or Commission members representing the NWSA or the Port, other than the Procurement Representative listed on the solicitation may be disqualified from consideration.

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to the Procurement Department via the Procurement Portal (**Portal link is accessible via this specific procurements website. See left side of page.**).



Proposers who may have questions about provisions of these documents are to submit their questions by the date listed above. The NWSA/Port will respond to all written questions submitted by this deadline, and responses will be posted on the corresponding procurements website.

ADDENDA

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

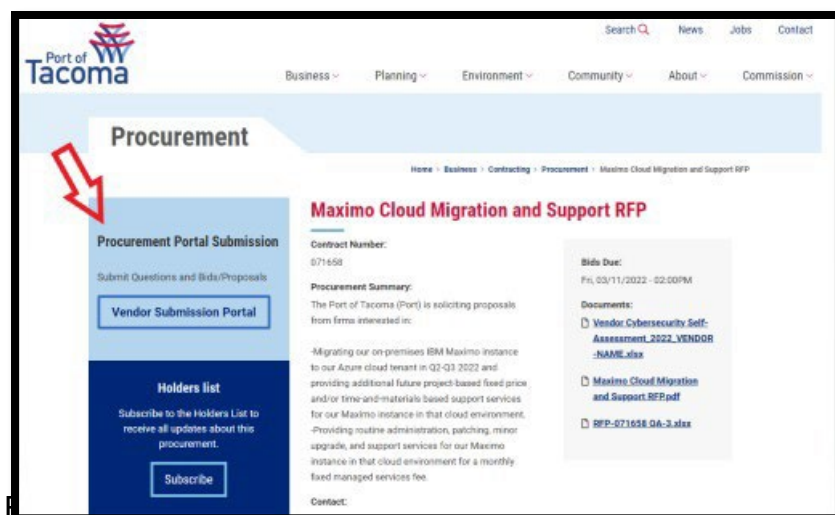
SUBMITTAL PROCESS

Electronic Submittal:

Proposals must be received via the procurement portal on or before the date and time outlined on the front page of this proposal.

Procurement Submission Portal Instructions:

Navigate to this procurements web page (referencing the number and name) via the following link [Procurement | Port of Tacoma](#). While on the procurements page, click on the 'Procurement Submission Portal' link (located on the lefthand side of the page).



be found on the Port's website, www.portoftacoma.com under 'Business -> Contracting -> Procurement'. See bold red heading above the bid search box "Bid and Question Submittal Instructions", to access the thorough instructions in PDF format.

Please submit proposal, including all appendices and compensation in separate Adobe Acrobat PDF format. Submittals need to be limited to **9 MB in total email size**. It is

the **Consultant's responsibility to verify the receipt of the submittal. Electronic verification will be provided.**

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

All proposals submitted shall be valid and binding on the submitting firm for a period of ninety (90) days following the submittal deadline and for any extension of time granted by the submitting firm.

EVALUATION AND AWARD PROCESS

An evaluation team, using the point method of award, will review each proposal and evaluate all responses received based upon the criteria listed herein. The NWSA/Port may request clarifications or additional information, if needed. After the evaluation team individually scores each proposal, the scores are tallied and the firms are ranked based on the scores.

A selection may be made based on the proposals and initial evaluation criteria alone. Alternatively, the evaluation team may create a short list of the top ranked firms and invite the short-listed firms in for interview and/or check references. Scores for reference checks and interviews will be tallied and added to the short-listed firm's initial evaluation scores. Final selection will be based on the accumulative score.

The NWSA/Port intends to select the Proposer who represents the best value to the NWSA/Port.

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

Procedure When Only One Proposal is received

In the event that a single responsive proposal is received, the Proposer shall provide any additional data required by the NWSA/Port to analyze the proposal. The NWSA/Port reserves the right to reject such proposals for any reason.

GENERAL INFORMATION

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

COSTS BORNE BY PROPOSERS

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

PROTEST PROCESS

A Bidder protesting for any reason the Bidding Documents, a Bidding procedure, the NWSA/Port's objection to a Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of non-Responsibility, the Award of the Contract or any other aspect arising from or relating in any way to the Bidding shall cause a written protest to be

filed with the NWSA/Port within two (2) business days of the event giving rise to the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business days.) The written protest shall include the name of the protesting Bidder, the bid solicitation number and title under which the protest is submitted, a detailed description of the specific

factual and legal grounds for the protest, copies of all supporting documents, evidence that the apparent low bidder has been given notice of the protest, and the specific relief requested. The written protest shall be sent by email to procurement@portoftacoma.com

Consideration. Upon receipt of the written protest, the NWSA/Port will consider the protest. The Port may, within three (3) business days of the NWSA/Port's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the NWSA/Port, the Contracts Director of the Port or his or her designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of the NWSA/Port's receipt of the protest. (If more than one (1) protest is filed, the NWSA/Port's decision will be provided within three (3), but no more than

six (6) business days of the NWSA/Port's receipt of the last protest.) If no reply is received from the NWSA/Port during the six (6) business-day period, the protest will be deemed rejected.

Waiver. Failure to comply with these protest procedures will render a protest waived.

Condition Precedent. Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES

The Northwest Seaport Alliance encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Bidder/Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/submittals, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids/submittals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. The selected firm will be required to show evidence of outreach.

PUBLIC DISCLOSURE

Proposals submitted under this Solicitation will be considered public documents and, with limited exceptions, will become public information and may be reviewed by appointment by anyone requesting to do so following the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between the NWSA/Port and the selected Consultant.

If a firm considers any portion of its response to be protected under the law, the vendor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "TRADE SECRET" on each page for which the protection is sought. If a request is made for disclosure of such portion, the NWSA/Port will notify the vendor of the request and allow the vendor not less than ten (10) days to seek a protective order from the Courts or other appropriate remedy and/or waive the claimed confidentiality. Unless such protective order is obtained and provided to the NWSA/Port by the stated deadline, the NWSA/Port will release the requested portions of the proposal. By submitting a response the vendor assents to the procedure outlined in this paragraph and shall have no claim against the NWSA/Port on account of actions taken under such procedure.

ATTACHMENT B**PROFESSIONAL SERVICES AGREEMENT NO. 071798****PROJECT:** Management of the Puget Sound Zero-Emission Truck Collaborative**CONSULTANT:** Company, Address, City, State, Zip**PROJECT MANAGER:** XXXXXXXXXX **GL ACCOUNT NO.** XXXXXXX

THIS AGREEMENT is made and entered into by and between the Northwest Seaport Alliance (*hereinafter referred to as **NWSA***) and xxCOMPANYxx (*hereinafter referred to as the **Consultant***) for the furnishing of Management of the Puget Sound Zero-Emission Truck Collaborative (*hereinafter referred to as the **Project***).

SCOPE OF WORK

Per the RFQ.

DELIVERABLES

Per the RFQ.

COMPENSATION

This will be accomplished on fully burdened, time and materials basis and will not exceed **\$00,000.00** without prior written approval from the Port.

Consultant is responsible for working within the budget as agreed. Should the Consultant incur costs beyond the not-to-exceed contract budget amount without an executed amendment to this contract, the Consultant is solely responsible for the additional costs.

Invoices shall be submitted by the consultant to the Port via the eBuilder system each month. Invoice period is for the previous calendar month and shall be computed pursuant to the rates and limitations set forth in the Agreement. Consultant agrees to submit monthly invoices as the Services progress. Invoices that are submitted for payment ninety (90) days or more after the Services were completed are subject to non-payment. Under no circumstances will the Port of Tacoma pay interest on payment.

The length of this agreement is from **the date of execution** to December 31, 2024, with two (2) one-year renewal options at the sole discretion of the NWSA. This agreement is expressly conditioned upon the Terms and Conditions attached and by reference incorporated herein. Consultant acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

AGREED**PORT OF TACOMA****CONSULTANT (LEGAL NAME)**

 Print Name
 Director, Contracts &
 Purchasing

 Date

 Print Name
 Title

 Date

Port of Tacoma Terms and Conditions for Personal and Professional Service Agreements

1. Relationship of the Parties

Consultant and its employees are independent Contractors. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

2. Subconsultant and Supplier Relations

- a. Subconsultants at all tiers shall be approved by the Port prior to performing Services in support of this Agreement between Consultant and Port.
- b. The award of a subcontract does not create a contract between the Port and the subconsultant. Subconsultants shall have no rights whatsoever against the Port by reason of their contract with the Consultant. The foregoing provision shall apply with equal force to subconsultants, suppliers and all other persons or parties otherwise engaged by the Consultant to do any portion of the Services.
- c. The Consultant shall ensure every subcontract shall bind the subconsultant to the applicable terms of the Agreement. The Consultant shall appropriately monitor the activities of the subconsultant. In no event shall the activities of the subconsultant operate to release or reduce the liability of the Consultant to the Port for any breach in the performance of the Consultant's duties.

3. 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.

4. Compliance with Laws

- a. Consultant agrees to comply with all local, state, tribal, and federal laws and regulations applicable to the Services existing at the time this Agreement was executed or that became applicable subsequent to this Agreement's execution, and those regarding employee safety, the workplace environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Consultant shall obtain and maintain all professional licenses and permits required to complete the Services.
- b. Consultant must comply with all Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA), Department of Labor, Environmental Protection Agency and other applicable

environmental standards as prescribed by law while on or occupying Port-owned properties.

- c. The Consultant is responsible for ensuring that all personnel performing Services are paid wages in accordance with federal, state and local laws when applicable.
- ### 5. Records and other Tangibles
- a. The Port is a public entity and must maintain access to, and be able to provide, records per RCW 40.14, RCW 42.56, and the Secretary of State's Local Government Common Records Retention Schedule (CORE) Version 3.3 (October 2016). Therefore, until the expiration of six (6) years after the term of this Agreement, consultant agrees to maintain accurate records of all activities done in providing the Services and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.
 - b. The Port or its designated agent, and federal and state auditing authorities have the right to audit this Agreement and access to all records and documents, including financial data, for a period of not less than six (6) years after Completion of all projects related to this Agreement or until resolution of any litigation related to this Agreement whichever occurs last.
- ### 6. Ownership of Intellectual Property (IP)
- a. The plans, specifications, models, programs, reports, and other products prepared by the Consultant in performing the Services are Instruments of Service for purposes of the copyright laws of the United States. The Port has ownership rights to the Instruments of Service. Consultant shall not be liable for changes made in the Instruments of Service 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. Any patentable result or materials suitable for copyright arising out of this Agreement shall be owned by and made available to the Port for public use, unless the Port determines it is not in the public interest that it be owned or available.
 - b. The Instruments of Service shall include all calculations, notes, draft documents, reports, drawings, specifications, electronic files, including e-mails, and any other materials, information or documentation developed or prepared in the performance of the Services and shall be owned by and treated as Port property. The Consultant shall obtain no proprietary rights or interest the Instruments of Service.

- c. Any items incorporated into the Instruments of Service that were developed by the Consultant prior to the execution of this Agreement, and not paid for by the Port, is not covered by this provision "Consultant Data."
- d. All information, materials, data and documentation furnished or made available to the Consultant by the Port for purposes of performing services pursuant to this Agreement on this project shall remain the property of the Port "Port Data." The Consultant shall obtain no proprietary rights or ownership interests to such Port Data. At the Port's written request, the Consultant shall return all such Port Data remaining in the Consultant's possession at the termination or expiration of this Agreement.

7. Disclosure

All information developed by the Consultant, all analyses or opinions reached by the Consultant (Instruments of Service) and all information made available to the Consultant by the Port (Port Data), shall not be disclosed by the Consultant without the written consent of the Port.

Compensation

- a. As full compensation for the performance of its obligations of this Agreement and the Services, the Port shall pay Consultant as specified in the Agreement.
- b. Consultant is responsible for working within the agreement amount. Should the consultant incur costs beyond the agreement amount without an executed amendment to this agreement, the Consultant is solely responsible for the additional costs.

8. Invoices

- a. Consultant shall submit detailed **numbered invoices showing** descriptions of the Services being invoiced, work order number, title of the Project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate, and all authorized expenses, if allowed, for the month, itemized, with backup, in accordance with the Port's "Guidelines for Consultant Fees and Reimbursable Items", by the 10th of the following month to be paid by the end of the 30th, unless other terms are agreed to by the parties.
- b. Consultant agrees to submit timely invoices as the Services progress. Invoices that are submitted for payment ninety (90) days or more after the Services were completed are subject to non-payment.
- c. Un-invoiced Services performed through December 31 of each year shall be invoiced no later than the 7th day of January. If the Consultant is unable to provide an invoice, they shall advise the Port in writing with a summary of the work completed and the accrual amount to be invoiced through December 31 of that year.

9. Costs and Disbursements

Consultant is responsible for and shall pay all costs and disbursements required for the performance of the Services.

10. Standard of Care

- a. Consultant shall perform the Services to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings and specifications prepared under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or omissions in such Services.
- b. The Port's approval of plans, drawings and specifications shall not relieve Consultant of responsibility for the adequacy or accuracy thereof. The Consultant shall remain liable for damages and costs incurred by the Port arising from the Consultant's errors, omissions, or negligent performance of the Services.

11. Time

Time is a material consideration in the performance of the Services. The Consultant shall complete the Services within the agreed upon schedule, including any established milestones and task completion dates, and the overall period of performance. The completion dates for tasks may be modified by a written directive; however, the period of performance for the Agreement may only be modified through an amendment. The period of performance and contract milestones shall not be extended because of any unwarranted delays attributable to the Consultant. The period of performance and contract milestones may be extended in the event of a delay caused by the Port which results in a delay in the performance of an affected task, because of unavoidable delay caused by any governmental action, or other conditions beyond the control of the Consultant, which could not reasonably be anticipated and which results in a delay in the period of performance and contract schedule. Upon mutual agreement, the period of performance may be accelerated to meet Project requirements.

12. Assignability

The Consultant may not assign, transfer, or novate all or any portion of the Agreement, including but not limited to any claim or right to the Contract Sum, without the Port's prior written consent. If the Consultant attempts to make an assignment, transfer, or novation without the Port's consent, the assignment or novation, shall be of no effect, and the Consultant shall nevertheless remain legally responsible for all obligations under the Agreement. The Consultant also shall not assign or transfer to any third party any claims it may have against the Port arising under the Agreement or otherwise related to the Project.

13. Termination of Agreement

a. Termination for Default:

- i. The Port may terminate this Agreement, in writing, if the Consultant substantially fails to fulfill any or all of its material obligations under this Agreement through no fault of the Port; provided that the Consultant has been given an opportunity to cure.
 - 1. Cure Notice: If the Port determines that a breach of this Agreement has occurred, that is, the Consultant has failed to comply with any material terms or conditions of this Agreement or the Consultant has failed to provide in any manner the Services agreed to herein, and if the Port deems said breach to warrant corrective action, the following sequential procedure will apply:
- ii. The Port will provide the Consultant with a written Cure Notice, notifying the Consultant of the nature of the breach.
- iii. The Consultant shall respond within five (5) calendar days of the notification. The Consultant shall submit a corrective action plan indicating the steps to be taken to correct the specified deficiencies within fifteen (15) calendar days of the notification. The corrective action plan shall specify the proposed completion date for bringing this Agreement into compliance within the number of calendar days specified by the Port;

b. Show Cause Notice:

- i. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, the Port will provide the Consultant with a written Show Cause Notice; notifying the Consultant of their requirement to notify the Port in writing within seven (7) calendar days of any reason the Port should not terminate this Agreement. At the expiration of the seven (7) calendar day period the Port may commence termination of this Agreement in whole or in part.
- ii. The Port may withhold payment owed the Consultant, instruct the Consultant to stop work and to refrain from incurring additional costs until the Port is satisfied that the breach has been corrected.
- iii. No increase in total price or period of performance shall result from breach of this Agreement; and
- iv. Nothing herein shall be deemed to affect or waive any other rights of the Port.

c. Notice of Termination:

- i. If the Port terminates this Agreement for default, the Port shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to the Consultant using the criteria set forth below; provided, that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work and (b) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional costs the Port incurs because of the Consultant's default. In such event, the Port shall consider the actual costs incurred by the Consultant in performing this Agreement to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services are in a form or of a type which is usable and suitable to the Port at the date of termination, the cost to the Port of completing the Services itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, and other factors which affect the value to the Port of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement. This provision shall not preclude the Port from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.
- ii. Upon receipt of a termination notice the Consultant shall at no additional cost to the Port:
 - 1. Promptly discontinue all Services (unless the notice directs otherwise);
 - 2. No later than fourteen (14) calendar days after receipt of termination, promptly deliver or otherwise make available to the Port all Instruments of Service and Port Data including data, drawings, electronic drawing files, specifications, calculations, reports, estimates, summaries, official Project documentation and other Project documentation, such other information and materials as the Consultant or subconsultants

- may have accumulated in performing this Agreement, whether completed or in progress and all equipment/materials purchased specifically for this Agreement where the Port has paid the Consultant for such items.
3. Upon termination, the Port may take over the Services and prosecute the same to completion by agreement with another party or otherwise.
- d. Termination for Convenience:
- i. The Port may terminate this Agreement, for the convenience of the Port. The Port shall terminate by delivery to the Consultant a Notice of Termination specifying the termination and the effective date.
 - ii. If the Port terminates this Agreement for convenience, the Port shall pay the Consultant for the following items:
 1. An amount for Direct Labor Costs and Indirect Costs in accordance with the Agreement for Services satisfactorily performed to the date of termination.
 2. Reasonable invoiced Other Direct Costs as allowed by the Agreement, actually incurred before the date of termination; or
 3. Reasonable termination settlement costs the Consultant actually incurred unless the Port determines to assume said commitments. Reasonable termination settlement costs include settlement costs for subconsultants, and reasonable accounting and clerical costs actually incurred by the Consultant.
 - iii. Upon receipt of a termination notice the Consultant shall at no additional cost to the Port:
 1. Promptly discontinue all Services (unless the notice directs otherwise);
 2. No later than fourteen (14) calendar days after receipt of termination, promptly deliver or otherwise make available to the Port all Instruments of Services and Port Data including drawings, specifications, calculations, reports, estimates, summaries, official Project documentation, other Project documentation, and such other information and materials as the Consultant may have accumulated in performing this Agreement, whether completed or in progress and all equipment/materials purchased specifically for this Agreement where the Port has reimbursed the Consultant for such costs;
 3. Take any action necessary, or that the Port may direct, for the protection and preservation of property related to this Agreement that is in the possession of the Consultant and in which the Port has or may acquire an interest.
 - iv. Within sixty (60) calendar days of receipt of the notice of Termination for Convenience, the Consultant shall submit to the Port a Termination Settlement Proposal. The Termination Settlement Proposal shall include:
 1. Request for Direct Labor Costs and Indirect Costs for services satisfactorily performed to the date of termination.
 2. As allowed by the Agreement, Actual and reasonable Other Direct Costs incurred before the termination.
 3. Documentation supporting all costs identified in the Termination Settlement Proposal; and
 4. A statement certifying, under penalty of perjury, that the Termination Settlement Proposal is made in good faith, the Termination Settlement Proposal and supporting data are true and accurate to the best of the Consultant's knowledge and belief, the Termination Settlement Proposal is fully supported by the accompanying data, and the amount requested accurately reflects the amount for which the Consultant believes the Port is responsible.
 - v. Termination settlement costs and proposals are subject to audit verification by the Port.
 - vi. Upon termination, the Port may take over the work and prosecute the same to completion by agreement with another party or otherwise.

14. 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 this Agreement may be consolidated and resolved in one forum.

15. Venue & Governing Law

Venue for any litigation shall be the Pierce County Superior Court of the State of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney(s) fees. This Agreement shall be interpreted under the laws of the State of Washington.

16. Integration and Merger/ Extent of Agreement

- a. This Agreement represents the entire and integrated understanding between the Port and Consultant, supersedes any previous written or oral representations and may be amended only by written instrument signed by both the Port and Consultant. No verbal agreement or conversation between any officer, agent, associate or employee of Port and any officer, agency, employee or associate of consultant prior to or following the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.
- b. Authority to sign. Every signer of this Agreement warrants that they have the authority to enter into this Agreement and to bind the entity for which they represent.

17. Non-Discrimination

- a. Nondiscrimination in Employment and Provision of Services: During performance of this Agreement, the Consultant and all parties subcontracting under the authority of this Agreement agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.
- b. Equal Employment Opportunity Efforts: The Consultant and all parties subcontracting under the authority of this Agreement agree to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or

military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

- c. The Consultant and all parties subcontracting under the authority of this Agreement shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations that prohibit discrimination.

18. Indemnity / Hold Harmless Clause

- a. The Consultant shall indemnify, defend and hold harmless the Port of Tacoma and the Northwest Seaport Alliance and its officers, managing members, employees and agents from and against any liability, claims, damages, losses, expenses or actions, including reasonable attorney's fees and costs, arising out of the negligence, recklessness, or intentional wrongdoing of Consultant or its officers, employees, subcontractors, or agents; or arising out of a failure to comply with any applicable state, federal, local, law, statute, rule, regulation or act by the Consultant or its officers, employees, subcontractors, or agent's provided, however, that for any defense obligation related to a claim for which Contractor has insurance coverage under a professional liability policy, such obligation shall be limited to reimbursement by the Consultant for expenses incurred by the Port of Tacoma or the Northwest Seaport Alliance.
- b. This duty to indemnify, defend and hold harmless shall not apply to claims which arise solely out of negligence on the part of the Port of Tacoma and the Northwest Seaport Alliance, and this duty shall survive the termination or expiration of this Agreement.

Consultant specifically assumes potential liability for actions brought by Consultant's own employees against the Port and the Northwest Seaport Alliance and, solely for the purpose of this indemnification and defense, Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. Consultant's indemnity obligations shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts, or other employee benefit acts. Consultant recognizes that this waiver was the subject of mutual negotiation.

- c. Consultant shall indemnify and hold the Port of Tacoma and Northwest Seaport Alliance harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that include theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.

- d. The provisions of this Section 19 shall survive the expiration or termination of this Agreement.

19. General Insurance Requirements

The Consultant shall procure and maintain during the life of this Agreement such insurance as shall protect it from claims or damages for, IT Professional or Cyber Liability, bodily injury, including death resulting therefrom as well as from claims for property damage, and cyber-related risks such as theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control, which may arise from operations under this Agreement, whether such operations be by itself, its agents, or by anyone directly or indirectly employed by either of them, and shall comply with any such Project specific insurance requirements as determined by the Port.

20. Miscellaneous Provisions

- a. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.
- b. Captions: All titles, including sections or subsections, are for convenience only and do not define or limit the contents.
- c. Severability: Any term or provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Agreement.
- d. Waiver: No covenant, term, or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by Port of any performance by consultant after the time the same shall have become due nor payment to consultant for any portion of the Services shall constitute a waiver by Port of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by Port, in writing. Port's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Port's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- e. Negotiated Agreement: The Parties acknowledge that this is a negotiated Agreement, that they have had the opportunity to have this Agreement reviewed by respective legal counsel, and that terms and conditions are not construed against any Party on the basis of such Party's draftsmanship thereof.
- f. No Personal Liability: No officer, agent or authorized employee of either Port or Consultant

shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Agreement.

- g. Consultant and Port waive any and all claims against each other for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement. This waiver includes, but is not limited to, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that either Party may incur.

21. Key Personnel

The Consultant's key personnel, as described in the Consultant selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to in writing by the Port.

22. Insurance - Assumption of Risk

- a. As a further consideration in determining compensation amounts, the Consultant shall procure and maintain, during the life of this Agreement, such commercial general liability insurance, professional liability insurance and environmental liability insurance including asbestos abatement liability and other insurance as required by contract for this project that shall protect Consultant and any subconsultant performing work under this Agreement from claims for damages from bodily injury, including death, resulting therefrom as well as from claims for property damage, economic damage or cleanup costs, which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultant, or anyone directly or indirectly employed by either of them. Consultant recognizes that it is the obligation of the Consultant to ensure that all Subconsultants of any tier have insurance for the activities performed under this agreement. If this agreement requires that a Subconsultant perform ultra-hazardous operations the Port will require that it be named as an Additional Insured by endorsement on all Subconsultant insurance policies and waivers of subrogation shall be provided by endorsement. Workers Compensation and Professional Liability are exempted from the additional insured requirement.
- b. Consultant shall submit to the Port of Tacoma, prior to the commencement of services, certificates of insurance evidencing:
 - i. Commercial General Liability coverage on occurrence form CG0001 or equivalent with limits of \$2,000,000 per occurrence and \$4,000,000 aggregate. Coverage will include: Products and Completed Operations, Contractual Liability and Personal & Advertising Injury; and

- ii. Automobile Liability covering owned, non-owned and hired vehicles of \$2,000,000 combined single limit per accident; and
- iii. Professional Liability including environmental consulting services of not less than \$2,000,000 per claim and in the aggregate. If the scope of Professional Services includes environmental testing, consulting or other such professional services, the Consultant's Professional Liability policy shall include coverage for these services. If such coverage is written on a claims-made basis, any retroactive date on the policy shall be prior to the start of this contract. Coverage shall remain in effect for the term of this Agreement plus three years. Certificates of Insurance citing the contract and project number shall be provided to the Port of Tacoma on an annual basis for each of the three years.
- iv. Workers Compensation Insurance: Statutory Workers Compensation Insurance as required by the State of Washington.
- v. Stop Gap/Employers Liability Insurance shall be provided with a limit of not less than \$2,000,000 per claim.
- vi. Protection and Indemnity Insurance/Jones Act: \$1,000,000 limits shall be provided covering all vessels and crew.
- vii. Maritime Employers Liability: \$1,000,000 limits shall be provided covering all divers.
- c. All policies shall be issued by a company having an A. M. Best Financial Strength Rating of A- and Financial Size Category of VIII or better. The Consultant shall be responsible for notifying the Port in writing within ten (10) days of receipt of notice of coverage being suspended, voided, cancelled or materially reduced. Except for professional liability, the Port and the Northwest Seaport Alliance shall be named as an additional insured on all policies by endorsement on ISO Form CG 20 10 Form B or equivalent. Except for Workers Compensation and Professional Liability, waivers of subrogation shall be provided by endorsement to all policies.
- d. Consultant is responsible for complying with the Washington State laws that pertain to industrial insurance (RCW 51). Consultant shall submit a current employer liability certificate as issued by the Washington Department of Labor and Industries that shows the status of Consultant's worker compensation account prior to contract execution, including those Consultants who are qualified self-insurers with the state. Consultant

bears the responsibility to ensure that any out-of-state (non-Washington) employees and subconsultants have appropriate workers compensation coverage while working for the Port in Washington State. Consultant may be exempt from state worker compensation insurance requirements (RCW 51.12.020) such as if Consultant is a sole proprietor.

- e. Certain Services under this Agreement may require United States Longshoremen's and Harbor Worker's Act (USL&H) and Jones Act. The Consultant shall be solely responsible for determining the applicability of USL&H and Jones Act coverage. The failure of the Consultant to procure either USL&H or Jones Act coverage shall at no time create liability on the part of the Port. The Consultant shall bear all responsibility and shall indemnify and hold harmless the Port for any and all liability, cost and/or damages.

23. Payment Schedule

- a. Consultant shall submit detailed numbered invoices in accordance with the Agreement by the 10th of the month. After a complete and correct invoice has been received by the Port, payment will be made within thirty (30) days.
- b. Consultant shall submit detailed invoices showing the following:
 - i. Invoice Number, Contract number, Title, Invoice Period.
 - ii. Summary page with a brief description of Services completed during the invoice period, deliverables provided during the invoice period, and forthcoming milestones / deliverables.
 - iii. Further, provide a summary breakdown of all projects with the amount of the overall invoice to be charged to each project.
 - iv. Current Amount Due, with a Time and Materials Breakdown: titles, hours, hourly rates, and all expenses itemized, with backup, in accordance with the Contract.
 - v. Total amount of the Contract, and balance of Contract amount. Indicate "Final Invoice" when invoice is the final billing.

24. Compensation

- a. Consultant expenses will be reimbursed at cost with the exception of:
 - i. Subconsultant services will be reimbursed at cost plus negotiated markup.
 - ii. Services provided by a third party will be reimbursed at cost plus negotiated markup.
- b. Costs marked up by a sub-tier shall be passed through to higher tiers as a direct cost. In no

case shall the mark up at any tier exceed the negotiated percentage.

- c. Reimbursable expenses by a sub-tier shall be passed through to higher tiers as a direct cost. In no case shall markup be applied to reimbursable expenses at any level.
- d. Rates: Rates are fully burdened and will remain in effect for the contract term unless renegotiated and agreed to by both parties in a written amendment.
 - i. Rates may be negotiated no more than once annually. Rate adjustments will be tied to the CPI for the Seattle, Tacoma/Bremerton area.
- e. Rates and Markup: are defined in the attached Rate Sheet and made a part of this contract.

25. Deliverables

All tangible materials produced as a result of this Agreement shall be prepared as specified by the Port's Project Manager. Delivery of materials produced shall consist both of the tangible materials and one copy of any computer files used in the creation of the tangible product in a PDF format or other format specified by the Port.

26. Drawing, Specification and GIS

- a. Consultant shall prepare specifications using BSD SpecLink-E, Masterformat specification organization, latest edition.
- b. Consultant shall prepare specifications in accordance the Port's Specification Standards available at <https://www.portoftacoma.com/business/contracting/forms> and from the Port Project Manager. The Port's Master format specifications are available at <https://www.portoftacoma.com/business/contracting/forms>.
- c. All site plans, derivative drawings, record drawings, and bid plans shall be completed using Port GIS and CADD standards and layer/block protocols available at <https://www.portoftacoma.com/business/contracting/forms> and from the Port Project Manager.

27. Security – Transportation Worker Identification Credential (TWIC)

- a. The Services may require the consultant to work within a secured/restricted TWIC regulated terminal.
- b. TWIC is a credentialing program managed by the Department of Homeland Security (DHS), through the United States Coast Guard and the Transportation Security Administration. All credentialed merchant mariners and individuals who will need unescorted access to secure areas of a maritime regulated facility or vessel must obtain a TWIC. For more information on TWIC visit <https://www.tsa.gov/for-industry/twic>.
- c. The Consultant shall have a minimum of one TWIC compliant employee trained as an escort for every five workers not possessing TWIC

cards working on a secured or restricted site.

Each escort will be required to receive Terminal Operator provided escort training.

28. Existing Hazardous Material Information

The Port shall furnish the Consultant with the information as required by the Hazard Communication standard for materials pre-existing on the Project. The Consultant is solely responsible for ensuring that this information is made available to the Consultant's personnel, subconsultants, and that relevant information is incorporated into work products including, but not limited to, reports, specifications, and contract documents.

29. Extent of Agreement

- a. In the event the Consultant identifies something that may impact the Services, Project schedule, total price, task budget(s) or cost of performing the Services, the Consultant shall inform the Project Manager in writing prior to exceeding the task budget(s) and within seven (7) calendar days of the event and possible impacts to scope, schedule and cost or task budget.
- b. The Project Manager may, at any time, by written directive require the Consultant to perform the Services consistent with the Agreement; provided that this directive does not add scope or cost to the project.
- c. Any directive shall not constitute an amendment to the Agreement nor entitle the Consultant to any additional compensation or a time adjustment.

30. Prevailing Wages

- a. The Consultant shall ensure that all Subcontractors of any tier pay all prevailing wages and other wages (such as Davis-Bacon Act wages) applicable to the Project.
- b. Pursuant to RCW 39.12, "Prevailing Wages on Public Works," no worker, laborer, or mechanic employed in the performance of any part of the Work shall be paid less than the "prevailing rate of wage" in effect as of the date that bids are due.
- c. The applicable effective date for prevailing wages for this project is the execution date of this Amendment.
- d. The State of Washington prevailing wage rates applicable for this public works project, which is located in Pierce County, may be found at the following website address of the Department of Labor and Industries: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>
- e. The schedule of the prevailing wage rates is made a part of the Contract Documents by reference as though fully set forth herein; and a copy of the applicable prevailing wage rates are also available for viewing at the Port Administration Building, located at One Sitcum Plaza, Tacoma, WA 98421 (253-383-5841). Upon request to the Procurement Department at

procurement@portoftacoma.com, the Port will email or mail a hard copy of the applicable Journey Level prevailing wages for this project.

- f. Questions relating to prevailing wage data should be addressed to the Industrial Statistician.
Mailing Address:
Department of Labor and Industries
Prevailing Wage Office
PO Box 44540, Olympia, WA 98504
Telephone: (360) 902-5335
Facsimile: (360) 902-5300
- g. If there is any discrepancy between the attached or provided schedule of prevailing wage rates and the published rates applicable under WAC 296-127-011, or if no schedule is attached, the applicable published rates shall apply with no increase in the Contract Sum. It is the Contractor's responsibility to ensure that the correct prevailing wage rates are paid.
- h. Prior to any payment being made by the Port under this Contract, the Contractor, and each Subcontractor of any tier, shall file a Statement of Intent to Pay Prevailing Wages under oath with the Port and certified by the Director of Labor and Industries. The statement shall include the hourly wage rate to be paid to each classification of workers entitled to prevailing wages, which shall not be less than the prevailing rate of wage, and the estimated number of workers in each classification employed on the Project by the Contractor or a Subcontractor of any tier, as well as the Contractor's contractor registration number and other information required by the Director of Labor and Industries. The statement, and any supplemental statements, shall be filed in accordance with the requirements of the Department of Labor and Industries. No progress payment shall be made until the Port receives such certified statement.
- i. The Contractor shall post in a location readily visible to workers at the Project site (1) a copy of the Statement of Intent to Pay Prevailing Wages approved by the Industrial Statistician of the Department of Labor and Industries and (2) the address and telephone number of the Industrial Statistician of the Department of Labor and Industries to whom a complaint or inquiry concerning prevailing wages may be directed.
- j. If a State of Washington prevailing wage rate conflicts with another applicable wage rate (such as Davis-Bacon Act wage rate) for the same labor classification, the higher of the two shall govern.
- k. Pursuant to RCW 39.12.060, if any dispute arises concerning the appropriate prevailing wage rate for work of a similar nature, and the dispute cannot be adjusted by the parties in interest, including labor and management

representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his or her decision shall be final and conclusive and binding on all parties involved in the dispute.

- l. The Contractor shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify and hold the Port harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs and expenses, whether direct, indirect, including but not limited to attorneys' fees and consultants' fees and other costs and expenses, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or Chapter 51 RCW ("Industrial Insurance"), including but not limited to RCW 51.12.050.

31. On-Call Definitions Supplementary Conditions (As Applicable)

- a. Task Order: The document that memorializes agreement between the Consultant and the Port, in accordance with the terms of the On-Call Contract. Task Orders are executed for defined Services under the On-Call Contract.
- b. Contract Owner: Port staff member responsible for managing the On-Call Contract and executing all Task Orders.
- c. Project Manager: Port staff member responsible for managing a specific Task Order.
- d. Consultant Representative: The Consultant staff member(s) delegated the authority to provide signature approval for Task Orders under the On-Call Contract.
- e. Task Order Proposals:
 - i. The Project Manager will request consultant to provide a fee proposal for the Services requested by the Port.
 - ii. The Port will not pay for time or materials associated with development of fee proposals, unless such costs are approved by the Project Manager and Contract Owner in advance.
 - iii. Task Order proposals shall be signed and submitted by the Consultant Representative to the Port's Project Manager in writing. Proposals shall include one of the following:
 1. Time and Materials Proposal
 - a. Description of Task Order scope and deliverables.
 - b. Consultant's Personnel Titles and Rates as negotiated.

- c. Hours per person per task.
 - d. Sub-tier consultant scope and deliverables (when applicable).
 - e. Anticipated reimbursable costs.
 - f. Total proposal with Not to Exceed dollar amount.
- f. Task Order Execution:
Executed Task Orders will be issued by the Contract Owner to the Consultant.
- g. Task Order Revision:
 - i. Revisions include when the Consultant becomes aware of the potential to exceed the executed amount or when changes are requested by the Project Manager.
 - ii. Consultant shall provide a revised proposal detailing all revisions per 2A and B above. Consultant shall not proceed with changed work until a revised Task Order is executed by the Contract Owner.
- h. Payment Schedule:
 - i. Each Task Order shall be invoiced separately. Consultant shall submit detailed invoices showing the following:
 - ii. Invoice Number, Contract number, Title, Task Order Number and Title.
- iii. Summary page with a brief description of Services completed during the invoice period, deliverables provided during the invoice period, and forthcoming milestones / deliverables.
- iv. Current Amount Due:
- v. For Lump Sum Task Orders: Percentage of Services complete, percentage of completed Services billed.
 - 1. For Time and Materials Task Orders: titles, hours, hourly rates, and all expenses itemized, with backup, in accordance with the contract.
- vi. Total amount of the Task Order, and balance of Task Order amount.
- vii. Indicate **"Final Invoice"** when invoice is the final billing for that Task Order.
- i. Task Order Closure:
When the Services have been completed and final invoice processed by the Port, the Contract Owner will issue a Task Order Completion Notification to the Consultant Representative.
- j. Task Order Termination:
The Port may terminate the Task Order at its convenience with or without cause. In such case, the Consultant shall be paid for all Services performed and reasonable expenses properly incurred in connection with the termination.

Attachment C

RATE SHEET

Consultant

Management of the Puget Sound Zero-Emission Truck Collaborative 2023

PSA No. xxxxxx / GL Account No. XXXXXX

Consultant Personnel/Title	Completed Related Projects and Years of Experience	Cost* (Hourly Rate)
Sr. Consultant 1		\$
Consultant 2		\$
Consultant 1		\$
Project 2		\$
Project 1		\$
Staff 2		\$
Staff 1		\$

*Costs are fixed, fully burdened

Sub-Consultant Personnel/Title	Completed Related Projects and Years of Experience	Cost* (Hourly Rate)
Sr. Consultant 1		\$
Consultant 2		\$
Consultant 1		\$
Project 2		\$
Project 1		\$
Staff 2		\$
Staff 1		\$

*Costs are fixed, fully burdened

Additional personnel are not authorized without prior written approval from the Port contract representative.

Attachment D
WSDOT Flow Down Terms

Abbreviations and Glossary

AASHTO – American Association of State Highway and Transportation Officials

ACHP – Advisory Council on Historic Preservation

ACP – Asphalt Concrete Pavement **ADA** – Americans with Disabilities Act **ADT** – Average Daily Traffic

AG – Agricultural

AG – Attorney General

AGC – Associated General Contractors

AMRL – AASHTO Materials Reference Laboratory

ANSI – American National Standards Institute

APBP – Association of Pedestrian and Bicycle Professionals

APE – Area of Potential Effects

APWA – American Public Works Association

ATB – Asphalt Treated Base

BA – Biological Assessment

BE – Biological Evaluation

BIC – Bridge Inspection Committee **BFRC** – Benton-Franklin Regional Council **BMP** – Best Management Practices

BMS – Bridge Management System

BO – Biological Opinion

BRAC – Bridge Replacement Advisory Committee

BRR – Bridge Replacement and Rehabilitation, a federal aid funding program administered by FHWA and WSDOT

CA – Certification Acceptance

CAAA – Clean Air Act Amendments of 1990

CAO – Critical Area Ordinance

CAPP – County Arterial Preservation Program **CCIS** – Construction Contracts Information System **CCRL** – Cement and Concrete Reference Laboratory **CE** – Construction Engineering

CE (NEPA) – Categorical Exclusions

CE (SEPA) – Categorical Exemptions

CEQ – Federal Council on Environmental Quality **CFDA** – Catalog of Federal Domestic Assistance **CFR** – Code of Federal Regulations

CM/AQ – Congestion Mitigation and Air Quality Program

CMS – Congestion Management System

COA – Condition of Award

COE – U.S. Army Corps of Engineers

COG – Council of Governments

CRAB – County Road Administration Board

CRS – Cultural Resource Survey

C3R – Close, Repair, Rehabilitate, or Replace

CTR – Commute Trip Reduction

CUF – Commercially Useful Function (DBE) **CZMP** – Coastal

Zone Management Program **CZMA** – Coastal Zone

Management Act

DAF – Damage Assessment Forms

DB – Disadvantaged Business

DBE – Disadvantaged Business Enterprise

DCE – Documented Categorical Exclusion

DCD/DEM – Department of Community Development/Division of Emergency Management

DEIS – Draft Environmental Impact Statement

DFO – Disaster Field Offices **DHV** – Design Hourly

Volume **DIR** – Damage Inspection Report

DNR – Department of Natural Resources

DNS – Declaration of Nonsignificance (SEPA Document)

DOC – Federal Department of Commerce

DOE – Washington State Department of Ecology

DOI – Federal Department of the Interior

DOT – Federal Department of Transportation (same as USDOT)

DPS – Distinct Population Segment **DRM** – Disaster Recovery Manager **DSR** – Damage Survey Reports

DS&S – Decent, Safe, and Sanitary (housing)

DT – Diagnostic Team

DV – Determination of Value

EA – Environmental Assessment; Economic Area

ECR – External Civil Rights

ECS – Environmental Classification Summary **EEO** – Equal

Employment Opportunity **EFH** – Essential Fish Habitat

Management of the Puget Sound Zero-Emission Truck Collaborative

EIS – Environmental Impact Statement **EMD** – Emergency Management Division **EO** – Executive Order

EPA – Federal Environmental Protection Agency

EPM – *Environmental Procedures Manual* **EQA** – Environmental Quality Administrator **ER** – Emergency Relief

ERFO – Emergency Relief for Federally-Owned Lands

ESA – Endangered Species Act

ESU – Evolutionarily Significant Unit

FA – Federal Aid

FAA – Federal Aviation Administration

FAPG – Federal Aid Policy Guide

FBD – Ferry Boat Discretionary

FCR – Final Cost Report

FEIS – Final Environmental Impact Statement **FEMA** – Federal Emergency Management Agency **FERC** – Federal Energy Regulatory Commission **FFRF** – Federal Forest Reserve Fund

FHWA – Federal Highway Administration

FLH – Federal Lands Highway

FMIS – Federal Management Information System **FMSIB** – Freight Mobility Strategic Investment Board **FMV** – Fair Market Value

FONSI – Finding of No Significant Impact **FTA** – Federal Transit Administration **FWCA** – Fish and Wildlife Coordination Act

FWPCA – Federal Water Pollution Control Act

F&WS – Federal Fish and Wildlife Service (also USFWS)

GAR – Governor’s Authorized Representative

GMA – Growth Management Act

GSP – General Special Provisions

HBRRP – Highway Bridge Replacement and Rehabilitation Program

HHS, HES – High Hazard Safety and Hazard Elimination & Safety Programs

HOV – High-occupancy Vehicle

HPA – Hydraulic Project Approval

HPR – Highway Planning and Research Projects

HQ – Headquarters

HRM – *Highway Runoff Manual*

HUD – Federal Department of Housing and Urban Development

H&LP – Highways and Local Programs

IC – Interstate Completion

IDT – Interdisciplinary Team

IM – Instructional Memorandum (FHWA document)

IM – Interstate Maintenance

IMS – Intermodal Management System

ISTEA – Intermodal Surface Transportation Efficiency Act of 1991

ITE – Institute of Transportation Engineers

KP – Kilometer Post

LA – Local Agency

LAG – *Local Agency Guidelines*

LF – Load Factor

LPA – Local Public Agency

LPE – Local Programs Engineer

LRFD – Load and Resistance Factor Design

LRP – Long-Range Plan

LTAA – Likely To Adversely Affect

LTAP – Local Technical Assistance Program

L&I – Washington State Department of Labor and Industries

MOA – Memorandum of Agreement

MP – Milepost

MPO – Metropolitan Planning Organization

MSA – Metropolitan Statistical Area

MSD – Material Sources Data

MUTCD – *Manual on Uniform Traffic Control Devices*

NAAQS – National Ambient Air Quality Standards

NACHP – National Advisory Council for Historic Preservation

NBI – National Bridge Inventory

NBIS – National Bridge Inspection Standards

NCHRP – National Cooperative Highway Research Program **NEPA** – National

Environmental Policy Act; see also SEPA **NHPA** – National Historic

Preservation Act

NHS – National Highway System

NICET – National Certification in Engineering Technologies

NLTAA – Not Likely To Adversely Affect

NMFS – National Marine Fisheries Service

Management of the Puget Sound Zero-Emission Truck Collaborative

NOAA – National Oceanic & Atmospheric Administration

NPDES – National Pollutant Discharge Elimination System

NPS – National Park Service of the Federal Department of the Interior

NR – New/reconstruction

NWPMA – Northwest Pavement Management Association

NWP – Nationwide Permit (U.S. Army Corps of Engineers)

OA – Obligation Authority

OAHP – Office of Archaeological and Historic Preservation

OEO – WSDOT’s Office of Equal Opportunity

OFCCP – Office of Federal Contract Compliance Programs (U.S. Department of Labor)

OFM – Washington State Office of Fiscal Management

OJT – On-the-Job Training

OMB – Federal Office of Management and Budget

OMWBE – Washington State Office of Minority and Women’s Business Enterprise

OST – Office of the Secretary of Transportation

PCAA – Washington State Planning and Community Affairs Agency

PCC – Portland Cement Concrete

PDA – Preliminary Damage Assessment

PDEIS – Preliminary Draft Environmental Impact Statement **PE** – Preliminary Engineering; also Professional Engineer **PFE** – Project Funding Estimate

PL – Public Law

PM – Project Manage

PM-10 – Particulate Matter - 10 Microes **PMR** – Project Management Review **PMS** – Pavement Management System **P&PSC** – Planning and Programming

PPM – Policy and Procedure Memorandum

PR – Preliminary Report

PSRC – Puget Sound Regional Council

PS&E – Plans, Specifications, and Estimate

PTMS – Public Transportation Management System

RCW – Revised Code of Washington

RFP – Request for Proposal

RFQQ – Request for Quotation and Qualification

RLPE – Region Local Programs Engineer

ROD – Record of Decision

RRP, RRS – Railway-Highway Grade Crossing

RTPO – Regional Transportation Planning Organization

R&D – Research and Development

R/R – Railroad, Railway

R/W – Right of Way

SCS – Soil Conservation Service (U.S. Department of Agriculture)

SDWA – Safe Drinking Water Act

SEIS – Supplemental Environmental Impact Statement **SEPA** – State of Washington Environmental Policy Act **SHPO** – (Washington) State Historical Preservation Officer **SIP** – State Implementation Plan

SMS – Safety Management System

MSA – Standard Metropolitan Statistical Area

SOV – Single Occupancy Vehicle

SRTC – Spokane Regional Transportation Council

SSP – Stormwater Site Plan

STIP – Statewide Transportation Improvement Program

STP – Surface Transportation Program

STRAHNET – Strategic Highway Network

SWIBS – State of Washington Inventory of Bridges and Structures **SWRTC** – Southwest Washington Regional Transportation Council **SWW** – Southwest Washington

TCP – Traffic Control Plan

TCM – Transportation Control Measures

TCP – Traditional Tribal Property

TDM – Transportation Demand Management

TEA-21 – Transportation Equity Act for the 21st Century **TESC** – Temporary Erosion and Sedimentation Control **TESC** – The Evergreen State College

THPO – Tribal Historic Preservation Officer **TIB** – Transportation Improvement Board **TIP** – Transportation Improvement Program

TMA – Transportation Management Areas **TMS** – Traffic Monitoring System

TRB – Transportation Research Board

TRICO – Tricounty

TRPC – Thurston Regional Planning Council

TSM – Transportation System Management
Management of the Puget Sound Zero-Emission Truck Collaborative

TSME – Transportation Systems Management Element

TS&L – Type, Size, and Location Stage of Design

TTP – Traditional Tribal Property

T2 – Technology Transfer

UBIT – Under Bridge Inspection Truck

USC – United States Code

USDA/USDOA – United States Department of Agriculture

USDOL – United States Department of Labor

USDOT – United States Department of Transportation (same as DOT)

USFS – United States Forest Service

USFWS – United States Fish and Wildlife Service (also F&WS)

UZA – Urbanized Area

VE – Value Engineering

WAC – Washington Administrative Code **WBE** – Women's

Business Enterprise **WCOG** – Whatcom Council of

Governments

WDFW – Washington State Department of Fish and Wildlife

WOAP – Work Order Accounting Plan **WRIA** – Water

Resource Inventory Area **WS** – Working Stress

WSBIS – Washington State Bridge Inspection System

WSDS – Washington State Department of Emergency Services **WSDOT** –

Washington State Department of Transportation **WSEO** – State of Washington

Energy Office

WST2 – Washington State Technology Transfer

WUTC – Washington Utilities and Transportation Commission

YVCOG – Yakima Valley Council of Governments

2-R – Resurfacing and Restoration

3-R – Resurfacing, Restoration, and Rehabilitation

Glossary of Terms

ADA – The Americans with Disabilities Act of 1990 which mandates sweeping changes in building codes, transportation, and hiring practices to prevent discrimination against persons with disabilities, not just in projects involving federal dollars, but all new public places, conveyances, and employers.

Ad and Award – Advertising and award of a construction contract. Includes all aspects of contract administration.

Administrative Settlement – A negotiated settlement of a right of way acquisition case in which the acquiring agency has administratively approved payment in excess of fair market value as shown on the

agency's approved determination of value (DV).

Agency Administrator – A local agency official empowered by position or delegated the authority to administer transportation projects.

Agency-Force Work – Construction work done by an agency's employees, or by one public agency for another.

Annual Average Daily Traffic (AADT) – The estimate of typical daily traffic on a road segment for all days of the week, Sunday through Saturday, over the period of one year.

Annual Element – The first year of a local agency's six-year Street or Road Program which is reviewed each year by the Areawide Clearinghouse to ensure intergovernmental coordination of transportation programs.

Annual Seasonal Factors – The set of 12 factors, one for each month of the year, that is used to adjust coverage counts to estimates of AADT. Annual seasonal factors make use of the full year's data collected by continuous counters.

Approval Authority – The position title designated in the Certification Acceptance Qualification Agreement as responsible for approving a document or stage of a federal aid transportation project.

APWA Amendments – A supplement to the WSDOT/APWA Standard Specifications.

Areawide Clearinghouse – A regional planning agency that reviews the transportation programs of constituent agencies to ensure areawide coordination.

Automatic Traffic Recorder – A device that records the continuous passage of vehicles across all lanes of a given section of roadway by hours of the day, days of the week, or months of the year.

CA – Certification Acceptance, the process of approving local agencies to administer their federal aid transportation projects.

CAAA – The Clean Air Act Amendments of 1990 identify "mobile sources" (vehicles) as primary sources of pollution and call for stringent new requirements in metropolitan areas and states where attainment of National Ambient Air Quality Standards (NAAQS) is or could be a problem.

CE (NEPA) – Categorical exclusions, actions that do not individually or cumulatively have a significant effect on the environment.

CE (SEPA) – Categorical exemptions, actions that do not individually or cumulatively have a significant effect on the environment. CEQ – Federal Council on Environmental Quality.

CFR – The codified administrative regulations of the federal government.

CM/AQ – The Congestion Mitigation and Air Quality Program is a \$6 billion funding program contained in Title I of ISTEA. Funds are provided for projects and activities which reduce congestion and improve air quality.

CMS – Congestion Management Systems require large metropolitan areas (200,000 population or more) and states to develop management plans which make new and existing transportation facilities more effective through the use of travel demand management and operational management strategies.

COG – Council of Governments is a voluntary consortium of local government representatives, from contiguous communities, meeting on a regular basis and formed to cooperate on common planning and to solve common development problems of their area.

C3R – Close, repair, rehabilitate, or replace options to improving existing public bridges.

CTR – The Commute Trip Reduction which requires major employers in the eight most populated counties in the state to take measures to reduce the number of single occupant vehicle (SOV) trips and the number of vehicle miles traveled (VMT) by

their employees.

City/County, Local Agency, or Agency – Any municipal corporation within the state of Washington.

Class I Projects – Those projects likely to have a significant impact and requiring an EIS.

Class II Projects – Those projects with no significant impact and excluded from environmental documentation requirements.

Class III Projects – Those projects in which the significance of impacts is not established. Such projects require an EA to evaluate the extent of the project impacts.

Coastal Zone Management – Applicants for federal permits or licenses must certify that their project will comply with the State Coastal Zone Management Program (Shoreline Management Act–[RCW90.58](#)– applies to projects within 61 m (200 feet) of a shoreline).

Coast Guard Permit – A permit issued by the Coast Guard for all structures in navigable waterways (Rivers and Harbors Act (33 USC9).

Commitment File – A file containing a summary of local agency commitments made to other agencies or groups during project development which will be incorporated into the design and construction of a project.

Community – A major subdivision of a municipality, composed of neighborhoods, considered as a unit for planning purposes.

Completion Letter – A letter from the local agency Engineer notifying the construction contractor that a project is complete. A letter from the local agency notifying the Region Local Programs Engineer that the project is complete subject to inspection, audit, and acceptance by the state. The letter is required on competitive bid contracts and local agency force projects.

Construction – Those activities that are involved in the building of a new road facility or improvement of an existing facility to a higher geometric or structural standard or serve to increase the capacity or efficiency of an existing facility.

Consultant – An individual, public or private organization or institution of higher learning having expertise in professional disciplines applicable to transportation programs.

Consultant Service – Utilization of professional expertise external to an agency, on a contract basis, to perform a specific study, project, or task. Does not include personal-service contracts for routine, continuing, and necessary tasks.

Continuous Counter – An automatic traffic recorder that operates continuously for all hours of a year.

Corridor Hearing – See location hearing.

Coverage Count – A traffic count taken as part of the requirement for system- level estimates of traffic. The count is typically short-term, and may be volume, classification, or weigh-in-motion.

DBE – Disadvantaged business enterprise, a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are

controlled by one or more of the socially and economically disadvantaged individuals who own it.

Declaration of Nonsignificance (SEPA Document) – The written decision by the agency administrator that a proposal will not have a significant environmental impact and no EIS is required ([WAC 197-11-340](#)).

Declaration of Significance (SEPA Document) – The written decision by the agency administrator that a proposal could have significant adverse impact and, therefore, requires an EIS ([WAC 197-11-340](#)).

DEIS – Draft Environmental Impact Statement, a document identifying a course of action, alternative actions, analysis of the environmental impacts of alternates considered, and proposed mitigation of impacts. The DEIS is circulated to other agencies and the public for review and comment.

Design Hearing – A public hearing to examine the design features of a proposed transportation facility.

Design Report – A formal documentation of design considerations and conclusions reached in the development of a project. The design report is prepared to record the evaluations of the various disciplines which result in design recommendations.

This report is then reviewed and, upon concurrence, results in approval of the design. For most projects, the Project Prospectus serves as the design report.

Determination of Value – The agency's approved fair market value of a right of way acquisition.

Deviation or Design Deviation – Departure from applicable design standards.

Discipline Report – A report documenting findings concerning impacts of a project relative to an individual area of expertise (e.g., botany, acoustics, sociology). The report evaluates the impacts of the proposal and, where appropriate, includes recommendations concerning the course of action considered most desirable to fulfill the requirements of environmental laws and regulations addressed by the discipline.

DNS – Declaration of Nonsignificance (SEPA Document), the written decision by the agency administrator that a proposal will not have a significant environmental impact and no EIS is required ([WAC 197-11-340](#)).

Draft Environmental Impact Statement (DEIS) – A document identifying a course of action, alternative actions, analysis of the environmental impacts of alternates considered, and proposed mitigation of impacts. The DEIS is circulated to other agencies and the public for review and comment.

EA – Environmental Assessment, a document prepared for federally funded, permitted, or licensed projects, that are not categorical exclusions (CE) but do not appear to be of sufficient magnitude to require an EIS. The EA provides sufficient analysis and documentation to determine if a Finding of No Significant Impact (FONSI) can be adopted or if an EIS must be prepared.

EEO – Equal Employment Opportunity. A general term referring to all contract provisions relative to EEO.

EIS – Environmental Impact Statement, a detailed written statement of project environmental effects required by state and/or federal law. This term refers to either a Draft or Final Environmental Impact Statement, or both, depending on context.

Environmental Checklist (SEPA Document) – A local agency document used to determine whether an action will significantly impact the environment. The checklist form contained in [WAC 197-11-960](#) is used for all actions not categorically exempt or not clearly requiring an EIS.

Environmental Document – A term used for any document that identifies the social, economic, and environmental effects of a proposed action.

ER – Emergency Relief, a federal aid funding program administered by FHWA and WSDOT.

ESU – Evolutionarily Significant Unit. A designation the National Marine Fisheries (NMFS) uses for certain, genetically unique, local salmonid populations or “runs.” These designations are treated as individual species under the act.

Fair Offer – An offer to acquire real property for just compensation, which is the approved appraisal of the property’s fair market value.

Federal Aid Requirement Checklist – A list of requirements for acquiring right of way on federal aid projects.

Federal Aid Project Prospectus – Page 1 is used for the FHWA federal aid programming purposes. Pages 2 and 3 give the state and FHWA additional information about the proposed project.

FEIS – Final Environmental Impact Statement, a document containing an evaluation of the course of action that an agency intends to follow. It contains the same information required for the DEIS, with appropriate revisions reflecting comments received from circulation of the DEIS and from public meetings.

Final Estimate – An estimate of the total cost of a project prepared after completion of the construction contract and used as the basis for final payment to the contractor.

Financial Responsibility Letter – A letter from the local agency approving authority advising the Local Programs Engineer that a construction contract may be awarded and that the agency will arrange for project funding above the amount in the current Local Agency Agreement.

Flood Hazard – Construction affecting a flood-control zone, through flooding, erosion, or deposition of materials.

Flood Control Zone – A zone subject to flooding, as defined on maps available from the Region Local Programs Engineer. **FONSI** – Finding of No Significant Impact,

a federal lead-agency document presenting the reasons why a proposal will not significantly affect the environment and an EIS will not be prepared. The FONSI includes the EA and references any other related environmental documents.

Force-Account Work – Construction work not covered in the contract documents and of a type not amenable to definition by a change order. Force-account reimbursement is used when it is difficult to provide adequate measurement or to estimate the cost of certain items of work. The contractor is reimbursed for the cost of the work plus profit using established weighted wage rates, equipment-rental rates, and the invoice cost of materials.

Foreslopes – The roadway fill slope or ditch in slope.

Functional Classification – The roadway classifications referred to in this manual are the federal functional classifications shown on the official functional class maps prepared by WSDOT Planning and Programming. Examples: principal arterial, minor arterial, collector arterial.

Functional Classification – The grouping of streets and highways into classes, or systems, according to the character of service they are intended to provide. The recognition that individual roads do not serve travel independently and most travel involves movement through a network of roads is basic to functional classification.

Functional System – Highways of a similar type as determined by functional classification.

FTA – Federal Transit Administration (formerly the Urban Mass Transit Administration, UMTA).

FWS – Is an abbreviated acronym for USFWS (the United States Fish and Wildlife Service).

GSP – General Special Provisions, construction contract specifications supplementing the Standard Management of the Puget Sound Zero-Emission Truck Collaborative

Specifications.

Hearing Summary – Summary of comments received from the hearings and those received from the evaluation of the DEIS.

Highway Traffic Data – Estimates of the amounts of person or vehicular travel, vehicle usage, or vehicle characteristics associated with a system of highways or with a particular location on a highway. These types of data include estimates of the number of vehicles traversing a section of highway or system of highways during a prescribed time period (traffic volume), the portion of such vehicles that may be of a particular type (vehicle classification), the weights of such vehicles including weight of each axle and associated distances between axles on a vehicle (vehicle weight), or the average number of persons being transported in a vehicle (vehicle occupancy).

HHS, HES – Hazard Elimination, a federal aid funding program administered by FHWA and WSDOT.

HOV – High-occupancy vehicle, e.g. bus, van, carpool.

HPA – Hydraulic Power Approval permit is issued by the Washington Department of Fish and Wildlife. The Hydraulic Code ([RCW 75.20.100-160](#)) requires that any person, organization, or government agency wishing to conduct any construction activity in

or near state waters must do so under the terms of a permit (the Hydraulic Project Approval – HPA, to be exact) issued by the Washington State Department of Fish and Wildlife. State waters include all marine waters and fresh waters of the state.

IDT – Interdisciplinary Team, a team composed of appropriate disciplines that identifies and evaluates social, economic, and environmental impacts of proposed projects.

Improvement – Betterment in traffic service without major changes in the existing facility. This includes widening, signals, illumination, curbs, gutters, drainage, sidewalks, and other items which add value to the existing facility.

ISTEA – Intermodal Surface Transportation Efficiency Act of 1991.

Lead Agency – A federal, state, or local agency taking primary responsibility for preparing an environmental document.

Liquidated Damages – Amounts of money to be assessed against a contractor for late completion. These amounts must be related to the actual damages suffered by the owner because of the late completion.

Local Agency Agreement – An agreement to allocate federal funds to a transportation project. Negotiated between a local agency and WSDOT.

Local Agency, City/County, or Agency – Any municipal corporation within the state of Washington.

Local Match – That portion of a project's cost paid for with local agency funds.

Location Hearing – A public hearing to examine the location of a proposed transportation facility, also called corridor or route hearing.

LRP – Long-Range Plan is a 20-year forecast plan, now required at both the metropolitan and state levels, which must consider a wide range of social, environmental, energy, and economic factors in determining overall regional goals and how transportation can best meet these goals.

Maintenance – Those activities that ensure that the right of way and each type of roadway, roadway structure and facility remain, as nearly as practical in its original, as constructed condition or its subsequently improved condition, and the operation of roadway facilities and services to provide satisfactory and safe motor vehicle transportation.

Matching Funds – See local match.

MPO – Metropolitan Planning Organization is the agency designated by the Governor (or governors in multistate areas) to administer the federally required transportation planning in a metropolitan area. An MPO must be in place in every urbanized area over 50,000 population. The MPO is responsible for the long-range plans and the transportation improvement program. The official name for an MPO may also be Council of Governments, Planning Association, Planning Authority, Regional or

Area Planning Council, Regional or Area Planning Commission.

MUTCD – *Manual on Uniform Traffic Control Devices for Streets and Highways*, USDOT and FHWA.

MSA and CMSA – Metropolitan Statistical Area is the census classifications for areas having a population over 50,000. The MSA may contain several urbanized areas, but contains one or more central city or cities. When the commuting patterns of two MSAs have caused them to merge, the result is a Consolidated Metropolitan Statistical Area (CMSA).

NAAQS – National Ambient Air Quality Standards were set by the Environmental Protection Agency to define air pollution. EPA established **NAAQS** measures for six pollutants: carbon monoxide, ozone, particulate matter, lead, sulfur dioxide, and nitrous oxide.

Neighborhood – A secondary subdivision of a municipality, a portion of a community, considered as a unit for planning purposes.

New Construction – The building of a new roadway or structure on substantially new alignment, or the upgrading of an existing roadway or structure by the addition of one or more lanes. If 50 percent or more of the project length involves vertical or horizontal alignment changes, the project is new construction. The following types of projects are not classed as new construction, and the 3-R standards apply:

- Modernization of an existing street or road by resurfacing, widening lanes, adding shoulders, or adding turn lanes at intersections.
- Temporary replacement of a street or roadway, immediately after the occurrence of a natural disaster or catastrophic failure, to restore the facility for the health, welfare, and safety of the public.

Nonparticipating Items – Items of project work that are not a part of the federal aid funding.

Notice of Intent – A federal notice, printed in the Federal Register, advising that an EIS will be prepared and considered for a proposal.

Obligation Authority – Under ISTEA, it is vested with WSDOT except for STP funded projects within TMA boundaries.

Opportunity for Hearing – Soliciting public interest in holding a hearing by publishing notice.

PL – Public law, the designation for a law passed by the U.S. Congress before codification into the USC.

P&PSC – Planning and Programming. WSDOT's branch responsible for coordinating with local agencies on planning issues.

PONTIS – A bridge management system created cooperatively by FHWA, the state of California, and six "technical advisory" states. Meets ISTEA requirements.

Prequalifying Prospective Bidders – A process by which a contracting agency in advance of considering, opening, or accepting bids, or in advance of issuing bid proposals, establishes limitations on amounts and types of work contractors are permitted to bid on and to have underway at one time.

Preservation – Those specialized maintenance activities that serve to extend the originally estimated useful life of each type of roadway, roadway structure and facility but do not increase its capacity or efficiency.

Progress Billing – A request from a local agency or contractor to WSDOT for state/federal reimbursement for work completed on a federal aid transportation project during a defined time period.

Progress Estimate – An estimate of the total amount of work completed by a contractor as of the estimate date listed by work item.

Progress Payment – A payment by a public agency to a consultant or construction contractor for work completed on a federal aid transportation project during a defined time period.

Project – An undertaking to construct.

Project Application Checklist

Project Engineer – The person designated by a local agency to oversee development of a project.

Project Management Review (PMR) – A review of an agency's project administration conducted by the WSDOT Local Programs Operations personnel.

Project Prospectus – A document prepared by a local agency and submitted to WSDOT describing a proposed transportation project. Used to support authorization of federal funds.

Proprietary Specifications – Those referring to specific products by trade name and model.

Prospectus Submittal Checklist – A checklist to help agencies assemble a complete Project Prospectus Package to submit for funding authorization.

Proximity Damages – An element of severance damages caused by the proximity of the remainder of a land parcel to the improvement being constructed, such as a highway. It may also arise from proximity to an objectionable site or improvement, or from all causes such as dirt, noise, or vibration.

Public Involvement Plan – A required, integral part of an environmental study plan which outlines procedures for presenting information to the public, obtaining public comment, and considering public opinion.

Quad County (Quad-Co) – A Regional Transportation Planning Organization that includes Adams, Grant, Kittitas, and Lincoln Counties.

Qualifying Low Bidders – A process by which a contracting agency proceeds, after bid opening, to consider the qualifications of the apparent low bidder to perform the work.

Record of Decision – A document prepared by the federal lead agency, after an EIS has been completed, outlining the final decision on a proposal. It identifies the decision, alternatives considered, and measures to minimize harm; and it outlines a monitoring or enforcement program.

Regional Administrator – The Engineer in charge of each of the six transportation regions in the state.

Regional Representative – A designee of the Regional Administrator responsible for WSDOT monitoring of a federally-assisted local agency project.

Region Local Programs Engineer – The region's designated representative for local agency and WSDOT liaison.

Rehabilitation – Similar to "Restoration" except the work may include reworking or strengthening the base or subbase, recycling or reworking existing materials to improve their structural integrity, adding underdrains, improving or widening shoulders. Rehabilitation may include acquisition of

additional right of way.

Relocation Plan – A plan for relocating persons and personal property displaced by public projects.

Remainder – The portion of a land parcel not acquired for public right of way.

Repair – Replacement or rebuilding of a facility which is worn out, destroyed, or damaged. Repair includes overlays 18-mm (0.75-inch) thick or thicker. Crushed surfacing placed to 18-mm (0.75-inch) thick or thicker and covering more than 10 percent of the original surface area may be considered repair.

Restoration – Work performed on pavement or bridge decks to render them suitable for resurfacing. This may include supplementing the existing roadway by increasing surfacing and paving courses to provide structural capability, and widening up to a total of 3 meters (10 feet). Restoration will generally be performed within the existing right of way.

Resurfacing – The addition of a layer or layers of paving material to provide additional structural integrity, improved serviceability, and rideability.

Right of Way Certification – A letter from a local agency to the Local Programs Engineer certifying that right of way has been acquired in accordance with federal regulations.

Right of Way Project Analysis – Required on all federal aid projects as part of the R/W Certification.

Roadway Width – The portion of a street or road, between curbs or including shoulders, intended for vehicular use. This definition is for use in Design Standards only.

ROD – Record of Decision, a document prepared by the federal lead agency, after an EIS has been completed, outlining the final decision on a proposal. It identifies the decision, alternatives considered, and measures to minimize harm; and it outlines a monitoring or enforcement program.

Route Hearing – See location hearing.

RRP, RRS – Railway-Highway Grade Crossing, a federal aid funding program administered by FHWA and WSDOT.

Rural Area – Any land area outside the boundaries of the federally-designated urban areas as shown on the official urban area maps on file at WSDOT.

Scoping – A process for identifying issues and alternatives for an EIS.

Section 4(F) Evaluation – A document presenting the consideration, consultations, mitigative measures, and alternatives studied for the use of properties identified in Section 4(F) of the U.S. Department of Transportation Act as amended

(49 USC 1653H).

Section 4(F) Lands – Generally, public parks, recreation areas, wildlife refuges, and historic sites.

See Effects – Social, economic, and environmental effects.

SEPA Checklist – See “environmental checklist.”

Severance Damages – The reduction of the market value of a remaining area because of a partial acquisition of property or property rights (damage to the remainder).

See also proximity damages.

Shoreline Management – See Coastal Zone Management.

Six-Year Road or Street Program – See TIP.

Small Business Concern – A small business as defined according to Section 3 of the Small Business Act and other relevant regulations.

Small Purchase Procedures – Procedures to utilize external personal service or equipment rental for routine, continuing, and necessary tasks.

Socially and Economically Disadvantaged Individuals – Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act. These individuals must be U.S. citizens or lawfully admitted permanent residents.

Special Provisions – A portion of the construction contract specifications separate from the General Provisions and covering conditions unique to a specific project.

Standard Specifications – Sets of typical construction contract specifications.

Stipulated Settlement – Final settlement of a right of way acquisition case through the acquiring agency's attorney that is stipulated (agreed to) by the property owner and any other interested parties prior to trial, and evidenced by a stipulated Judgment and Decree of Appropriation being filed in the superior court having jurisdiction.

Study Plan – An outline of the study process for the development of a project requiring an environmental impact statement.

Surety – A bonding company, for example.

Surfaced Width – The portion of a street or road for use by moving vehicles, between curbs or shoulders, including turning lanes where such lanes are appropriate, but excluding parking lanes and/or shoulders.

TCM – Transportation Control Measures are implemented to enable nonattainment areas meet their emissions goals. They can include Transportation Demand Management measures, parking policies and pricing, or other system improvements which reduce congestion.

TDM – Transportation Demand Management measures try to reduce the proportion of SOV commuters. TDM measures can include portion of non-SOV modes of transportation, car and vanpool formation assistance, transit subsidies, and a variety of other measures.

TEA-21 – Transportation Equity Act for the 21st Century.

Tied Bids – The practice of letting a single construction contract for two or more projects. Usually done to take advantage of economies of scale, such as more favorable unit prices for larger quantities of material. Requires Local Programs approval prior to advertising.

TIP – Transportation Improvement Program is a three-year transportation investment strategy, required at the metropolitan level, and a two-year program at the state level, which addresses the goals of the long-range plans and lists priority projects and activities for the region. (At the state level, the TIP is also known as a STIP, not to

be confused with a SIP.)

TMA – Transportation Management Areas. Any area over 200,000 population is automatically a Transportation Management Area, which subjects it to additional planning requirements but also entitles it to earmarked funds for large, urbanized areas under the Surface Transportation Program. There are three TMAs: PSRC, SWRTC, and SRTC.

Traffic Data Collection Session – The collection of highway traffic data for a defined period of time at a specific highway location.

Traffic Monitoring Guide (TMG) – The FHWA’s statement of good traffic monitoring practices. The TMG describes the number and duration of traffic data collection sessions and the adjustments that need to be made to the collected data in order to develop location or system level estimates of the average traffic volume. The TMG also describes vehicle classification and truck weight data collection programs.

Tri-County (Tri-Co) – A Regional Transportation Planning Organization that includes Ferry, Stevens, and Pend Orielle Counties.

True Cost Estimate – The most refined estimate of all acquisition costs of all parcels within a project.

TRS – Is a designation meaning Township, Range, and Section.

TS&L – The type, size, and location stage of design development of bridges. A specific report (TS&L Report) which must be prepared on major or unusual bridges.

Urbanized Area – An area with a population over 50,000 within boundaries established by the U.S. Census Bureau or by responsible state and local officials in cooperation with each other. There are nine in Washington: Seattle-Everett, Tacoma, Yakima, Spokane, Vancouver, Tri-Cities, Bellingham, Olympia-Lacey-Tumwater,

and Kelso-Longview.

Urban Area – Any land area within the boundaries of the federally-designated urban areas (population over 5,000) as shown on the official urban-area maps on file at WSDOT.

UZA – Urbanized Area is a census classification for areas having a population of 5,000 or more which meet certain population density requirements.

Walkway – A continuous way designated for pedestrians and separated from through lanes for motor vehicles by a curb, space, pavement marking, or other barrier.

Wetlands – Lands covered by shallow water or lands where the water table is at or near the surface; includes marshes, swamps, bogs, natural ponds, wet meadows and river overflow.

Withholding Resolution – A resolution passed by the local agency legislative body authorizing WSDOT to withhold a portion of the agency’s fuel-tax allotment to pay for a transportation project being administered by the state.

WOAP – Work Order Accounting Plan.

4.61 Percent Program – “1/2¢ Gas Tax,” “Arterial Fund.”

6.92 Percent Program – “Gas Tax,” “Road” or “Street Fund” (formerly