



**PORT OF TACOMA  
REQUEST FOR PROPOSALS  
No. 071511**

**West Hylebos Terminal Environmental Cleanup**

Issued by  
Port of Tacoma  
One Sitcum Plaza  
P.O. Box 1837  
Tacoma, WA 98401-1837

RFP INFORMATION	
Contact:	Heather Shadko, Procurement
Email Addresses:	<a href="mailto:procurement@portoftacoma.com">procurement@portoftacoma.com</a>
Phone:	(253) 428-8697
Submittal Date	<b>MAY 6, 2021 @ 2:00 PM (PST)</b>

**PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS  
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE  
AND INCLUDE 'WEST HYLEBOS TERMINAL ENVIRONMENTAL CLEANUP' IN  
THE SUBJECT LINE**

**PORT OF TACOMA**  
**Request for Proposals (RFP) #071511**  
**West Hylebos Terminal Environmental Cleanup**

The Port of Tacoma (Port) is soliciting proposals for environmental assessment and cleanup of the West Hylebos Terminal (the Site). The West Hylebos Terminal is a 26-acre waterfront property located on Taylor Way in the Tacoma Tideflats. The Site is listed with the Washington State Department of Ecology (Ecology) and the Tacoma-Pierce County Health Department (TPCHD) due to a petroleum release discovered in 1990. The goal of the project is to receive a No Further Action opinion from the Department of Ecology as efficiently as possible.

**A. BACKGROUND**

The Property was first developed in 1970 by Weyerhaeuser as an export log handling facility. During Weyerhaeuser's operation, raw logs were scaled, sorted, and processed through a debarker near the center of the facility. The Port acquired the Property from Weyerhaeuser in 2007. Since the Port's ownership the Property has remained in use for log handling operations while being leased to various operators. The most recent tenant vacated the Property in 2020. The Property is currently vacant and the Port is marketing it for a new tenant. Site infrastructure previously included 5 underground storage tanks in the vicinity of the maintenance shop:

- Tank 1 – 10,000-gallon diesel, fiberglass reinforced plastic
- Tanks 1A – 10,000-gallon diesel, steel
- Tank 2 – 1,000-gallon waste oil, fiberglass reinforced plastic
- Tank 5 – 1,000-gallon unleaded gas, steel
- Tank 6 – 550-gallon waste oil, steel

Tank 2 was removed in 1986. In 1990 free petroleum product was discovered in a well adjacent to Tank 1 and Tank 1A, prompting Weyerhaeuser to empty the tanks and begin mitigation efforts. In 1991 Tank 1 and Tank 1A were closed in place (it was determined that removal would have undermined site infrastructure) and Tank 5 and Tank 6 were removed from the ground. The release in the area of Tank 1 and Tank 1A impacted both soil and groundwater. The tanks were tested for tightness and met the required standards. It is suspected that the release likely occurred from a valve leak repaired by Weyerhaeuser during the mid-1980s. Excavation of Tank 6 also indicated a release had occurred, impacting soil. A free product recovery system and groundwater monitoring network were installed in response. Implementation of an annual groundwater monitoring program was recommended by Weyerhaeuser's consultant. Ecology and TPCHD files suggest that the last groundwater monitoring event was in March 1993.

The Property is not under an order from Ecology or the EPA to conduct site assessment or cleanup, but due to its historical use, assessment, and remedial actions, the Property is listed in multiple environmental databases. It is identified by Cleanup Site ID #10908, Facility Site ID #89615349, and UST Site ID #0003975. In April 2013, Ecology notified the Port that the Site had been added to the Confirmed and Suspected Contaminated Sites List (CSCSL) based on a lack of documentation demonstrating cleanup standards had been achieved for soil and groundwater.

Created by Pierce County citizens in 1918, the Port of Tacoma (Port) is a major center for container cargo, bulk, break-bulk, autos and heavy-lift cargo. To learn more about the Port of Tacoma, visit [www.portoftacoma.com](http://www.portoftacoma.com).

The Port's Standard Terms and Conditions are included as Attachment B to this RFP.

By submitting a Proposal, the Proposer represents that it has carefully read and agrees to be bound by the Port'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 Port's best interests to adopt the alternative language.

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

## **B. SCOPE OF SERVICES**

The scope should include but is not limited to:

1. Proposed site cleanup standards for all COC's in applicable media.
2. Analysis and proposal of points of compliance for groundwater, soil, and surface water.
3. Identification of data gaps.
4. Analysis of appropriate institutional controls for the site.
5. Prepare draft and final reports following MTCA requirements.
6. Assist the Port with agency negotiations and permitting actions.
7. Perform additional soil, groundwater, surface water, and vapor sampling as necessary to support the project.

8. Environmental data management: Historical investigation data shall be managed and stored electronically using an environmental database management system (EDMS) such as Microsoft (MS) SQL Server, MS Access or EQulS (Earthsoft). The EDMS should provide an efficient way to manage, filter, query and retrieve project related data. As new data are collected, the data will be incorporated into the project's EDMS. New project data will be uploaded to Ecology's Environmental Information Management System (EIM).
9. Figures and Drawings: Figures generated in CAD (e.g. AutoCAD) and GIS (e.g. ArcGIS) shall be submitted in format acceptable for integrating with the Port's GIS and CAD systems and include metadata. Files should adhere to the Port's CAD and GIS Standards available at:  
<https://www.portoftacoma.com/contracts/forms>.
10. Other services as requested or required.

### **C. DELIVERABLES**

- Investigation Work Plan (to include a Sampling and Analysis Plan and Quality Assurance Project Plan)
- Remedial Investigation Report
- Feasibility Study Report (if necessary, Model Remedies may be applicable)
- Cleanup Action Plan Report
- Other deliverables as requested or required.

### **D. PROPOSAL ELEMENTS & EVALUATION CRITERIA**

Proposals should present information in a straightforward and concise matter, 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 of this RFP. The RFP should include a narrative description of the firm's proposed approach, including a brief description of perceived data gaps, and appropriate remedial technologies. Emphasis will be on completeness of content.

Proposals are limited to 8 (8 ½ by 11 inch) **excluding** the cover letter, compensation information and all appendices. All pages shall be in portrait orientation with 1 inch (1") margins. Font size shall be 11 point or larger. Proposals that do not follow this format may be rejected.

The cover letter shall include the RFP 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 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 interests for team members, inclusive of the prime, sub-consultants and key team members.

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

#### INITIAL EVALUATION PHASE

#### **1. Qualifications & Experience.....50 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 performing work of similar scope and complexity.**
- Include a list of recent contracts/projects in the last three (3) 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.
- Schedule: Provide a project schedule for meeting the Port’s project goal.
- Agency Coordination & Communication: Provide a plan for communications and coordination with the appropriate regulatory agencies.
- What risks that are beyond your control do you see in providing this service and how would you mitigate them?

**3. Compensation.....10 PTS**

Present detailed information on the firm's proposed fee structure for all resources for the services proposed.

**Compensation information MUST be provided separately from the proposal, in an individual PDF document.**

All rates quoted shall be:

- a) Fixed, fully burdened, including, but not limited to, per diem, administrative overhead, travel, lodging, and transportation (all direct/indirect expenses included);**
- b) Quoted in US Dollars;
- c) Full cost inclusive of sales tax and other government fees, taxes and charges; and
- d) Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

**FINAL EVALUATION PHASE (if applicable)**

**4. Interviews (as requested by the Port).....100 PTS**

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

**5. References.....**

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

**ATTACHMENT A – INSTRUCTIONS FOR PROPOSING**

**ATTACHMENT B –PERSONAL SERVICES CONTRACT TEMPLATE & TERMS AND CONDITIONS**

**ATTACHMENT C – PROJECT SPECIFIC INFORMATION**

## **PROCUREMENT PROCESS**

### **SOLICITATION TIMELINE:**

Issuance of RFP	APRIL 7, 2021
Last Day To Submit Questions	APRIL 27, 2021
<b>Proposal packets due</b>	<b>MAY 6, 2021 @ 2:00 PM (PST)</b>
Review/Shortlist*	MAY 13, 2021
Interviews (if required)*	WEEK OF MAY 24, 2021
Final Selection*	JUNE 2021
Execute Contract*	JUNE 2021

\*Dates are tentative.

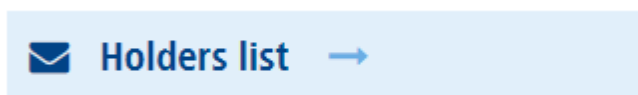
\*\*Dependent on Commission approval.

All status updates on the above solicitation timeline will be announced on the [Port's website for this solicitation](#).

### **VENDOR OBLIGATION**

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](http://www.portoftacoma.com) under 'Contracts'; 'Procurements'.

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 Port, other than the Procurement Representative listed on the RFI may be disqualified from consideration.

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to the Procurement Department, [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com) (**Solicitation Name** in the subject line).

Proposers who may have questions about provisions of these documents are to email their questions by the date listed above. The Port will respond to all written questions submitted by this deadline.

## **ADDENDA**

The 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 Port changes, revises, deletes, increases, or otherwise modifies the Solicitation, the 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**

Proposals must be received via email on or before the date and time outlined on the front page of this proposal. Send your electronic submittal to:

[procurement@portoftacoma.com](mailto:procurement@portoftacoma.com)

Name of Firm, RFP Title (Subject Line)

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 upon request.

**\*Late proposals will not be accepted by the 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 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 Port intends to select the Proposer who represents the best value to the Port.

The 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



Port may require. The 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 Port to analyze the proposal. The Port reserves the right to reject such proposals for any reason.

### **GENERAL INFORMATION**

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

### **COSTS BORNE BY PROPOSERS**

All costs incurred in the preparation of a Proposal and participation in this RFP 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 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 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](mailto:procurement@portoftacoma.com).

Consideration. Upon receipt of the written protest, the Port will consider the protest. The Port may, within three (3) business days of the 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 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 Port's receipt of the protest. (If more than one (1) protest is filed, the Port's decision will be provided within three (3), but no more than six (6) business days of the Port's receipt of the last protest.) If no reply is received from the 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 Port of Tacoma 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 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 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 Port by the stated deadline, the 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 Port on account of actions taken under such procedure.

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**PERSONAL SERVICES AGREEMENT NO. 071511**

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**PROJECT:** West Hylebos Terminal Environmental Cleanup**CONSULTANT:** Company, Address, City, State, Zip**PROJECT MANAGER:** Sarah Weeks**PROJECT NO. :** XXXXXXXXXX

THIS AGREEMENT is made and entered into by and between the **Port of Tacoma** (hereinafter referred to as the "Port") and **xxCOMPANYxx** (hereinafter referred to as the "Consultant") for the furnishing of **xxTITLExx** Services (hereinafter referred to as the "Project").

The Port and Consultant mutually agree as follows:

**SERVICES**

The Consultant will

**DELIVERABLES****ASSUMPTIONS****COMPENSATION**

This will be accomplished on fully burdened, fixed 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.

All invoices shall be emailed to [cpinvoices@portoftacoma.com](mailto:cpinvoices@portoftacoma.com). Each invoice must be accompanied by all required supporting documentation. Incomplete or improperly prepared invoices will be returned for correction without processing or payment.

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.

The length of this agreement is from the date of execution to xxDATExx.

This agreement is expressly conditioned upon the Terms and Conditions and Guidelines for Consultant Fees and Reimbursable Items 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)**

By \_\_\_\_\_  
Sharon Rothwell Date  
Director Contracts & Purchasing

By \_\_\_\_\_  
Print Name Date  
Title

## **Port of Tacoma Terms And Conditions Personal Services Agreement**

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

Consultant shall obtain all professional licenses and permits required to complete the Services.

### **1. Key Personnel**

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

### **2. Relationship of the Parties**

Consultant and its subconsultants and their employees, are independent contractors. Nothing contained herein shall be deemed to create a relationship of employer and employee nor of principal and agent.

### **3. Conflicts of Interest**

Consultant warrants that it has no direct nor 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 nor other consideration contingent upon the execution of this Agreement.

### **4. Compliance with Laws**

Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the Project, including building codes and permitting regulations existing at the time this Agreement is executed and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service.

### **5. Records and other Tangibles**

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.

### **6. Ownership of IP**

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 responsible 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. Use of the Instruments of Service for promotional purposes shall require the Port's prior consent. Notwithstanding anything to the contrary in this Agreement, Consultant and its personnel are free to use and employ their general skills, know how, and expertise, and use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned

during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information from the Port.

## **7. Disclosure**

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

## **8. Compensation**

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.

## **9. Payment Schedule**

Consultant shall submit detailed numbered invoices monthly 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 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.

## **10. Costs and Disbursements**

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

## **11. Insurance - Assumption of Risk**

a) As a further consideration in determining compensation amounts, Consultant shall procure and maintain, during the term of this Agreement, such commercial

general, IT Professional or Cyber Liability, and automobile liability insurance as shall protect Consultant and any subconsultants performing the Services from claims for damages from bodily injury, including death, resulting there from 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 under this Agreement, whether arising from operations conducted by the Consultant, any subconsultants, or anyone directly or indirectly employed by either of them.

b) The Consultant and its subconsultants shall indemnify, defend (the defense obligation shall not apply to professional liability claims), and hold harmless the Port of Tacoma and the Northwest Seaport Alliance and their respective appointed and elective officers and employees ("Indemnified Parties") from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on the Indemnified Parties arising from the negligent acts, errors, or omissions by the Consultant in the performance of the Services.

c) Not used

d) 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.

## **12. Standard of Care**

Consultant shall perform the Services to conform to any applicable generally accepted professional standards. Consultant shall, without additional compensation, correct or revise any errors or omissions in such the Services.

## **13. Time**

Time is of the essence in the performance of the Services.

## **14. Assignability**

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the Port.

## **15. Term of this Agreement**

The effective dates of this Agreement are as specified. This Agreement may be terminated by the Port for cause when the Port deems continuation to be detrimental to its interests or for failure of the Consultant to perform the Services. The Port may terminate this Agreement

at any time for government convenience in which case it shall provide notice to the Consultant and reimburse the Consultant for its costs and fees incurred prior to the notice of termination.

## **16. Disputes**

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related to the Project may be consolidated and resolved in one forum. Venue for any litigation shall be the Pierce County Superior Court of the state of Washington.

## **17. Extent of Agreement**

This Agreement represents the entire and integrated understanding between the Port and Consultant and may be amended only by written instrument signed by both the Port and Consultant.

## RATES

### Consultant

#### West Hylebos Terminal Environmental Cleanup PSA No. 071511

<u>Personnel</u>	<u>Rate</u>
Sr. Consultant 2	\$
Sr. Consultant 1	\$
Consultant 2	\$
Consultant 1	\$
Subcontractors	\$



## **Attachment “C”**

### **ATTACHMENT C – PROJECT SPECIFIC INFORMATION**

The supplemental files can be found on an FTP site, you can download the files from this location: <https://webftp.portoftacoma.com/>

#### **Login info:**

Login: RFP071511

PW: RFP071511!