



The PORT OF OLYMPIA is currently accepting sealed Statements of Qualifications for:

Request for Qualifications # 2020-1003
OLYMPIA REGIONAL AIRPORT MASTER PLAN UPDATE 2020

The Port of Olympia is soliciting Statements of Qualifications from qualified firms to provide planning services in the development of an Federal Aviation Administration (FAA) Approved Airport Master Plan Update and Airport Layout Plan Update for the Olympia Regional Airport (*hereafter referred to as the "Airport"*), located in Tumwater, Washington. This project is known as "*Olympia Regional Airport Master Plan Update 2020*." This work will be funded, in part, by the FAA and the Washington State Department of Transportation (WSDOT). All work is required to comply with FAA requirements and regulations.

The scope of work generally required for this project includes at a minimum:

- Airport Geographic Information Systems (AGIS) Survey*
- Public Involvement Program
- Existing Conditions
- Environmental Considerations
- Aviation Forecasts
- Facility Requirements
- Alternatives Development and Evaluation
- RPZ Memo Alternatives Analysis, if applicable
- Airport Layout Plan (ALP) Drawing Set**
- Facilities Implementation Plan
- Solid Waste Recycling
- Financial Feasibility Analysis

Estimated total project cost range is \$670,000.

Proposals will be received at the Port Administration Office, 606 Columbia Street NW, Olympia, Washington until **2:00 p.m. on Monday, July 27, 2020.**

Disadvantaged, Minority, and Women's Business Enterprises are encouraged to respond. The Port of Olympia does not discriminate on the grounds of race, color, religion, national origin, sex, age or handicap in consideration for a project award.

The Port of Olympia reserves the right to reject any and all proposals, waive technicalities or irregularities, and to accept any bid if such action is believed to be for the best interest of the Port.

The Request for Qualifications, addenda, and any reference documents for this project will be available on the Port of Olympia website located at: <http://www.portolympia.com/192/Contracting-with-the-Port> beginning July 13, 2020 through July 27, 2020. Solicitation addenda will also be posted to this site. It is the responsibility of interested parties to download any applicable addenda or additional materials, uploaded to this site, for the purposes of preparing a response to this Request for Qualifications.

Dated this 13th day of July, 2020

Port of Olympia
Senior Contract Administrator
Contracts@portolympia.com

Background

In order to provide timely and efficient review, design, and/or construction of Port projects, Port staff needs to be periodically augmented. The Port of Olympia needs specialized expertise as described below, under the General Scope of Work section.

Since the 2013 Master Plan Update, a number of events have occurred that affect future airport development. The Port of Olympia has engaged with the Federal Aviation Administration (FAA), the City of Tumwater, and the United States Fish & Wildlife Service (USF&WS) in developing a Habitat Conservation Plan (HCP) that affects future Airport development.

A key component of this Airport Master Plan (AMP) Update will be the development of a Twenty-Year Plan that addresses operational safety and airport development in the context of state and federal regulations addressing threatened and endangered species and the federal regulation addressing hazardous wildlife management at airports. This process will require consultation with the Federal Aviation Administration, Washington Department of Fish & Wildlife, U.S. Fish and Wildlife, and the U.S. Department of Agriculture-Wildlife Services and others. The Habitat Conservation Plan (HCP) developments and mitigation strategies will need to be addressed in the Master Plan Update.

The FAA has determined that the Very High Frequency Omni-Directional Range (VOR) will likely remain at the current location. This will require a review of current and proposed Airport Layout Plan (ALP) taxiway configurations and/or VOR technical equipment modifications.

Runway 8/26 continues to be a key asset to general aviation airport users. The future viability, need and federal eligibility of the crosswind runway 8/26 needs review.

The Commercial Aviation Coordinating Commission (CACC) established in 2019 by the Washington State Legislature to evaluate long-term statewide commercial passenger service, air cargo and general aviation needs could potentially inform or affect items in the Master Plan Update, specifically the Airport Reference Code and Design Aircraft and the effect on Airport Facilities, including runway(s), terminal facilities, Transportation Security Administration (TSA) passenger and baggage screening requirements, Airport Rescue Fire Fighting (ARFF) facilities, cargo facilities and vehicle parking. The recommendations of the CACC should be evaluated in the context of the AMP Update. FAA planning staff have suggested these elements be addressed as an Appendix "Feasibility Study" to evaluate the planning elements associated with the CACC.

Recent documented changes in magnetic variation have affected the Airport. A comprehensive review of needed facility changes, timing and associated costs is required.

The overall objective of the master plan update is to provide, after evaluation of the probable forecast utilization of the facility, a realistic updated ALP and guidelines for the logical, timely, and economically-viable plan for airport development and operation of the airport for the next five, ten, and twenty-year periods. This effort should recognize the opportunities and limitations of the existing site, the desire of the Port of Olympia to maintain the airport to serve the local area's general aviation needs, and the goal of making the airport as economically self-sufficient as possible. The Plan should identify needed maintenance & improvements, establish priorities, quantify costs, develop a practical, quantifiable financial plan for financing the needed improvements and airport operations, identify the level of subsidy of other Port funds that may be needed (and minimize such), and define a capital improvement program (CIP) and schedule to implement needed maintenance or improvements.

General Scope of Services

(Note: This general scope attempts to identify major items of work. Prior to any contract award, a more detailed and specific scope of work will need to be developed and agreed upon.)

Consultant will follow the guidance in FAA AC 150/5070-6B Change 2 “Airport Master Plans” (or most current version) in the preparation of the Airport Master Plan. Elements of content for inclusion will be, at a minimum:

- Airport Geographic Information Systems (AGIS) Survey*
- Public Involvement Program
- Existing Conditions
- Environmental Considerations
- Aviation Forecasts
- Facility Requirements
- Alternatives Development and Evaluation
- RPZ Memo Alternatives Analysis, if applicable
- Airport Layout Plan (ALP) Drawing Set**
- Facilities Implementation Plan
- Solid Waste Recycling
- Financial Feasibility Analysis

*The AGIS survey must be compliant with FAA ACs 150/5300-16A “General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey,” AC 150/5300-17C “General Guidance and Specifications for Aeronautical Surveys: Airport Imagery Acquisition and Submission to the National Geodetic Survey,” and AC 150/5300-18B “Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS.”

**The ALP drawing set must be developed per FAA Standard Operating Procedure (SOP) 2.00 “Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)” and SOP 3.00 “Standard Operating Procedure for FAA Review of Exhibit 'A' Airport Property Inventory Maps.”

Preliminary Schedule of this Solicitation

Issuance of Request for Qualifications	July 13, 2020
Submissions Due	July 27, 2020, 2:00 PM
Interview for Top Scoring Candidates	August 20-21, 2020
Selection of Consultant & Negotiations	August 31 2020
Port of Olympia Commission Approval	September 28, 2020
Contract Execution	September 29, 2020
Contract Start	October 1, 2020

Submittal

In submitting the Statement of Qualifications, your firm acknowledges that the Port shall not be liable to any person for any costs incurred therewith or in connection with costs incurred by any proposer in anticipation of the Port's approving or disapproving any proposed agreement. The Port may accept or reject any proposal or proposed agreement without limitation. Nothing in this RFQ or in subsequent negotiations creates any vested rights in any person.

Statements that do not address the items listed in this section will be considered incomplete and will be deemed non-responsive by the Port.

A. Letter of Transmittal

B. Narrative

- a. Brief resumes of the “Principal-in Charge” and key technical personnel outlining professional qualifications and experience in airport planning and their role anticipated for the proposed project; their knowledge of FAA regulations, policies, and procedures.
 - i. Qualifications and experience of sub-consultants to be engaged by the consultant under consideration.
 - ii. A description of the services available from your firm that would be used to support the on-call service needs of the Port. Describe how your firm would use existing staff and services to meet the needs of the Port in support of planning, design, permitting, and construction of potential Port projects.
- b. A statement of the consultant’s ability to meet the Port’s requirements for project implementation upon execution of any task order.
- c. Capability to perform all or most aspects of the project and recent experience in airport master planning projects.
 - i. Demonstrated ability to meet schedules or deadlines.
 - ii. Understanding of the project’s potential challenges and the sponsor’s special concerns.
- d. A list of all current airport planning projects, as well as any completed in the last three years. List the project manager you assigned to each project. Identify the starting dates for all projects, and the completion dates (where completed).
- e. Degree of interest shown in undertaking the project and their familiarity with and proximity to the geographic location of the project.

C. References

Provide a list and description of at least three clients for whom your firm has performed similar projects and/or on-call contracts during the last five years, including the following information: the name of the current and previous clients, scope of work provided, estimated project cost, and the name, address, and telephone number of the contact person. Only projects completed by members of the project team will be considered.

Statement of Qualification submittals shall not exceed a total of twenty (20), single-sided pages, including coversheet. Additionally, submissions shall not include any items, documents, or enclosures not specifically requested above in “Statement Format and Content.” This includes brochures, business cards, handouts, etc.

Additional Information:

No cost or fee schedules shall be submitted with your proposal. Consultants will be selected on the basis of their qualifications and experience, with fees determined through negotiations following selection. The qualifications of consultants are evaluated and the best qualified consultant is selected, subject to a mutual understanding of the scope of services and negotiation of a fair and reasonable fee.

Five (5) copies of the complete Statement of Qualifications packet are due to the Port of Olympia, 606 Columbia St NW, Suite 300, Olympia, WA 98501 prior to 2:00 p.m. on Monday, July 27, 2020. Proposals may be hand-delivered, mailed, or delivered by courier.

Facsimiles and emailed proposals WILL NOT be accepted, and considered non-responsive to this RFQ.

Submissions including less than the requested number of copies will be deemed non-responsive and ineligible for further consideration during the selection process.

Submittal Address Port of Olympia
606 Columbia Street SW, Suite #300
Olympia, WA 98501
Attention Finance Department/Contracting
For additional Telephone: 360-528-8010
information Email: Contracts@portolympia.com
Submissions Due Monday, July 27, 2020 no later than 2:00 p.m.

All submissions must be clearly marked on the outside of the envelope: **“Olympia Regional Airport Master Plan Update 2020.”** The Statement of Qualifications should be submitted on 100% post-consumer content recycled paper, and duplex printed. It is requested that you DO NOT use plastic or non-recyclable covers or bindings (i.e.: combs and spiral bindings, binders, presentation folders, etc.), or include separate section dividers, tabbing or other non-recyclable materials in your submission. The Port may consider proposals that do not address the items listed in this section as non-responsive.

Inquiries regarding the RFQ can be directed to the Senior Contracts Administrator, at the address and phone number, or by email noted above. Response to inquiries cannot be guaranteed unless received in writing prior to 2:00 p.m., July 22, 2020. Addenda will be uploaded to the Port of Olympia website: <http://www.portolympia.com/192/Contracting-with-the-Port>.

IMPORTANT: It is the responsibility of the interested party to ensure all applicable addenda have been downloaded from the website and incorporated into the submitted Statement of Qualifications – the Port of Olympia will NOT maintain a “planholders” list and will not email or otherwise distribute either the RFQ or associated addenda.

Evaluation Criteria and Selection Process

The selection process shall be in accordance with FAA Change 1 to Advisory Circular (AC) 150/5100-14E “Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.”

The Port of Olympia, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Consultants will be selected based on the following criteria:

1. Qualifications of the Project Manager and Project Team;
2. Recent experience in airport projects, including special project areas (e.g., airport master planning, airport layout plans, airport obstruction surveys);
3. Demonstrated understanding of the project’s potential problems and the airport owner’s special concerns;

4. Demonstrated all necessary professional engineering, architectural, surveying, planning and project management services related to performing and meeting the requirements as specified in AC 150/5300-16, AC 150/5300-17, and AC 150/5300-18;
5. Familiarity with Federal, State and Local conditions, codes, ordinances, laws, and regulations

Scoring and Contracting

Evaluation of the statements will be performed by a committee of individuals to be selected by the Port of Olympia. The submissions will be scored and ranked based on the selection committee's evaluation. In the event of close scoring, a shortlist interview may be performed. Interviews, if necessary, are tentatively scheduled for August 20-21, 2020. All selected firms will be contacted with specific information as to location and time of the interviews.

The Port reserves the right to award the contract to the highest ranked firm without further discussion. Should the Port and the selected firm not reach a mutual agreement, the Port will terminate negotiations and move to the next qualified firm and proceed with negotiations. The Port reserves the right to reject all received submissions.

Contract Terms

The Personal Services Agreement (also known as a Consultant Services Agreement) will be issued for a two-year period, with options to renew for two additional years. A sample of the Port of Olympia's standard personal services contract is attached as Exhibit B.

Following the successful execution of an agreement, firms will be required to provide the Port of Olympia copies of their current State of Washington business license and Certificate of Insurance.

Equal Employment Opportunity and Training

The Port of Olympia hereby notifies that it will affirmatively ensure that in any agreement entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion, or national origin in consideration for an award.

The Port of Olympia is an Equal Opportunity Employer and does not discriminate against any person, firm partnership, or organization as it pertains to race, color, religion, sex, age, national origin, marital status, sexual orientation, medical condition, physical handicap or disability. Any person, firm, partnership, or organization contracting with or doing business with the Port shall be in conformity with the Port's policy on non-discrimination.

Disclosure

All information submitted shall become the property of the Port and is subject to the public disclosure laws of the state of Washington. The potential Contractor should identify any portions of the information submitted that the Contractor deems exempt from the public disclosure requirements.

EXHIBIT “A”
Project Milestones

- Phase 1 Consultant Selection
- Phase 2 Develop Project Scope & Fees (30 Days)
 FAA Liaison & Approval (30 Days)
 FAA Grant Application Package & Submittal (30 Days)
 WSDOT Grant Application Package (30 Days)
 AMP Project Schedule Development (30 Days)
- Phase 3 AMP Project Work Completion (NLT December 31, 2022)

Project Completion

Total 24 months or December 31, 2022

EXHIBIT "B"
PERSONAL SERVICES AGREEMENT
SAMPLE



PORT of OLYMPIA

PERSONAL SERVICES AGREEMENT NO. 2020-1003

Project: OLYMPIA REGIONAL AIRPORT MASTER PLAN UPDATE 2020

Port Representative: Rudy Rudolph

Account No. _____

Consultant: _____

Consultant Representative: _____

THIS AGREEMENT is made and entered into by and between the **Port of Olympia** (*hereinafter referred to as the "Port"*) and **Consultant/Firm Name** (*hereinafter referred to as the "Consultant"*) for the furnishing of hearing examiner services (*hereinafter referred to as the "Project"*).

The Port and Consultant mutually agree as follows:

A. Description of Work

The Consultant will provide planning services in the development of an Federal Aviation Administration (FAA) Approved Airport Master Plan Update and Airport Layout Plan Update for the Olympia Regional Airport (*hereafter referred to as the "Airport"*), located in Tumwater, Washington. This project is known as "*Olympia Regional Airport Master Plan Update 2020.*" This work will be funded, in part, by the FAA and the Washington State Department of Transportation (WSDOT). All work is required to comply with FAA requirements and regulations.

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- Facilities Implementation Plan
- Solid Waste Recycling
- Financial Feasibility Analysis

The full Consultant and Scope are attached as Exhibit A to this Agreement.

B. Effective Dates of the Agreement

This agreement commences on the date of the final, executing signature and expires **June 30, 2022**.

C. Compensation

1. As full compensation for the performance of its obligations of this Agreement and the services to be provided, the Port shall pay Consultant the maximum amount as specified in this Agreement. Such payment shall be the total compensation for all work performed under this Agreement, including but not limited to all labor, materials and supplies, incidental expenses, subconsultant's fees, reimbursable expenses, and equipment expenses.
2. This work will be on an as needed basis, and is **not to exceed \$000**, without prior written approval from the Port. The Consultant's Rate Sheet is attached as Exhibit A.
3. To be eligible for payment, Consultant shall submit detailed numbered invoices showing description of work items being invoices, work order number, title of project, total authorized, total current invoice, and balance of authorization. Invoices shall be sent **directly** contracts@portolympia.com (preferred) or a hard copy mailed to the attention of Senior Contracts Administrator, at 606 Columbia Street NW, Suite 300, Olympia, WA 98501. Payment shall be made through the Port's ordinary payment process and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
4. The Port may withhold payment to the Consultant for any work not completed to the Port's satisfaction, until such time as the Consultant modifies such work to the satisfaction of the Port.
5. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
6. In the event Consultant incurs cost in excess of the sum stated above, Consultant shall pay such excess from its own funds, and the Port shall not be required to pay any part of such excess, and Consultant shall have no claim against the Port on account thereof.

D. Representatives

The Port's Project Manager and Consultant's Representative for this Agreement are as specified. Alternate representatives may be appointed by either party with written notice to the other party.

E. Key Personnel

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

F. Contract Administration, Records, and Right to Audit

All communications with the Port will be through the Port's Project Manager. The Project Manager shall provide Consultant with all information and documents pertinent to the services Consultant is to perform.

Until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

Upon the Port's request, Consultant shall make available to the Port all accounts, records, and documents related to the Scope of Work for the Port's inspection, auditing, or evaluation during normal business hours as reasonably needed by the Port to assess performance, compliance, and/or quality assurance under this Agreement.

G. Relationship of Parties

Consultant, is and shall be at all times during the term of this Contract, an independent Contractor, and not an employee of the Port. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

H. Conflict of Interest

No officer, employee or agent of the Port who exercises any function or responsibilities in connection with the planning and carrying out of the program to which this Agreement pertains, nor any member of the immediate family of any such officer, employee or agent shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. Consultant further covenants that in performance of this Agreement, no person having any such interest shall be employed.

I. Compliance with Laws

Consultant shall, during the term of this Agreement, comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes, environmental protections, and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, health, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service.

Consultant certifies that it has, or shall obtain prior to starting work under this Agreement, all licenses, registrations, permits and/or any other authorization required under federal, state, local or tribal law to perform the work as defined in this Agreement. Consultant agrees to indemnify and hold the Port harmless from and against any claims or demands made or brought against the Port and for costs (including, but not limited to attorneys' fees and costs), the Port incurs due to the Consultant's failure to: (1) comply with all applicable laws and regulations, and/or (2) have or maintain the required licenses, registrations, permits and/or other authorizations, as required by this Agreement.

In the event Consultant fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then Consultant authorizes the Port to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand made to the Port by the governmental body. Any such payments shall be deducted from Consultant's total compensation.

The Port shall furnish Consultant with the information required by the Hazard Communication standard for materials preexisting on the project site. Consultant will

ensure that this information is made available to the Consultant's personnel and subconsultants, and incorporated into the contract documents as appropriate.

J. Ownership of Work

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the plans, specifications, and other products prepared by the Consultant. Consultant shall not be responsible for changes made in the plans, specifications or other products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the Port's prior consent.

K. Standard of Care

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings and specifications prepared under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or omissions in such work.

L. 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.

M. 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 file used in the creation of the tangible product on floppy disk or CD-Rom in a PDF format or other format specified by the Port. Deliverable drawings shall be prepared in accordance with the Port's standard format. The Port may offset from the Consultant's fee expenses incurred by the Port in correcting drawings or specifications not prepared in accordance with the Port's procedure.

N. Indemnification

Consultant shall defend, indemnify and hold the Port, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Port.

Consultant specifically assumes potential liability for actions brought by Consultant's own employees against the Port 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 RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

O. Insurance

1. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
2. No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Port's recourse to any remedy available at law or in equity.
3. Minimum Scope of Insurance
Consultant shall obtain insurance of the types described below:
 - a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form, providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The Port shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Port.
 - c. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
 - d. Professional Liability insurance appropriate to the Consultant's profession.
4. Minimum Amounts of Insurance
Consultant shall maintain the following insurance limits:
 - a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - c. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
5. Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
 - a. The Consultant's insurance coverage shall be primary insurance as respect the Port. Any insurance, self-insurance, or insurance pool coverage maintained by the Port shall be excess of the Consultant's insurance and shall not contribute with it.
 - b. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Port.
6. Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
7. Verification of Coverage
Consultant shall furnish the Port with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

P. Termination

The effective dates of this Agreement are as specified. Anything to the contrary herein notwithstanding, Port may terminate this agreement upon immediate verbal notice, followed by written notice within 2 business days.

Q. 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.

R. 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 Thurston County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

S. Non-Discrimination

During the term of this Agreement, the Consultant shall not create barriers to open and fair opportunities to participate in Port contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. During the performance of this Agreement, neither the Consultant nor any party subcontracting under the authority of this Agreement shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.

The selected Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination including RCW Chapter 49.60. The Consultant further agrees to comply with all applicable civil rights statutes and implementing regulations.

The Consultant shall cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall be binding upon such third parties,

T. Notice.

Except for routine administrative communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid.

U. Miscellaneous Provisions

1. **Governing Law and Venue.** Washington law shall govern the interpretation of this Agreement. Thurston County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.

- 2. Waiver. A waiver of failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provision(s), nor shall the same constitute a waiver of any other provision of this Agreement.
- 3. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
- 4. Entire 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. All previous or contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby.

V. Authority to Enter Into This Agreement

The undersigned Consultant representative, by his/her signature below, represents and warrants that he/she is fully authorized to execute this legally binding Agreement for and on behalf of Consultant and further represents and warrants that he/she acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

PORT OF OLYMPIA

606 Columbia Street NW, Suite 300
Olympia WA 98501

By

Sam Gibboney
Executive Director

Date

CONSULTANT NAME

Address
City ST Zip

By

Signatory Name
Title

Date

WA State UBI #

Fed. EIN

Exhibit A

Consultant Name

Consultant's Scope & Budget

Exhibit B

Port of Olympia

Request for Qualifications