



ROSE WAY INDUSTRIAL CONSTRUCTION MANAGEMENT SERVICES

REQUEST FOR PROPOSALS

DUE: Thursday, January 31, 2021 by 5 PM

Overview Scope of Work: The Port of Woodland is seeking a qualified firm to assist the Port in the construction management services for the Rose Way Industrial Park. The project will consist of improvements to the Port's 12-acre parcel on Guild Road for site infrastructure and roadway construction. Services will include full-time inspection and are fully detailed in the enclosed Agreement for Engineering Services.

The most qualified Engineer will be selected by evaluating the technical qualification of the Engineer as demonstrated by the submitted proposal. The proposal will include:

- An introductory Letter or Statement discussing 1) Availability of Construction Management Team for construction phase; 2) Proximity to Project Location and 3) Description of Engineering Firm and Services Provided.
- Construction Management Team chart including Full-Time inspector.
- Resumes of all Members shown on the Construction Management Team Chart.
- Examples of 3 comparable projects for which the Engineer provided Construction Management services.
- Three references for comparable projects of which the Engineer provided Construction Management services.

Additional qualifications the Engineer must meet are described in the enclosed Special Provisions. The selected Engineer will also be required to comply with all requirements of the enclosed Agreement for Engineering Services and the enclosed Certification Regarding Lobbying.

Overview of Project: The Port's approved scope of work for this phase of the construction project will include the following elements:

- Construction of the full build-out of Rose Way Industrial Park infrastructure, including storm/sewer/water, sidewalks, parking, lighting, electrical, data, and landscaping.
- Construction of Rose Way roadway including sidewalks, water, sewer, lighting, and hydrants for a half-road-way width.

Proposals are due Thursday January 31, 2021 by 5 PM. Due to the COVID-19 crisis, submissions shall be submitted electronically to the Port of Woodland's Executive Director at jkeene@portofwoodland.com. Questions regarding the Request for Proposal can be directed to the Executive Director Jennifer Wray-Keene at 360-225-6555 or jkeene@portofwoodland.com.

**SPECIAL PROVISIONS
ROSE WAY INDUSTRIAL PARK
CONSTRUCTION MANAGEMENT SERVICES**

Section Index

Part I - Special Provisions

- A. Project Description
- B. Additional Qualifications
- C. Special Notes

A. Special Description

1. The Rose Way Industrial Park construction first phase will include two of the three portions of our federal and state funded project. Construction of the full build-out of Rose Way Industrial Park infrastructure, including storm/sewer/water, sidewalks, parking, lighting, electrical, data, and landscaping. Construction of Rose Way roadway including sidewalks, water, sewer, lighting, and hydrants for a half-road-way width.
2. Construction activities for this project will include surveying, traffic control, demolition of an existing concrete foundation, clearing and grubbing, earthwork & geotextile, rock placement, drainage improvements, roadway paving, sidewalk and driveway accesses, electrical, conduit and junction boxes, lighting, water and sewer infrastructure extension, gas and phone/fiber utilities, and landscaping.
3. The Scope of Work for Construction Management Services includes pre-construction activities, construction observation and documentation, construction meetings, project closeout, and miscellaneous construction management for the Rose Way Industrial Park Site Infrastructure and Rose Way Road Way construction. This Scope of Work is defined in detail in Exhibit B- Scope of work of the Agreement for Engineering Services enclosed with this Request for Proposals.

B. Additional Qualifications

1. The Engineer must meet all applicable qualifications described in RCW 39.04.350(l) to be considered qualified to be awarded a public works project.
2. The Engineer shall not be listed as having an “active exclusion” on the U.S. government’s System for Award Management (SAM) database at www.sam.gov.

C. Special Notes

1. Incorporated into these Special Provisions by reference are:
 - a) EDA Contracting Provisions for Construction Projects, current edition, as issued by the U.S. Department of Commerce Economic Development Administration (EDA)
 - b) Washington State Community Economic Revitalization Board (CERB) public works and construction provisions.

2. The selected Engineer will be required to sign the Certification Regarding Lobbying, EDA Form CD-512, enclosed with this Request for Proposals.
3. Technical questions regarding this Request for Proposals should be directed to the Port of Woodland Executive Director Jennifer Wray-Keene at jkeene@portofwoodland.com or 360-225-6555.

AGREEMENT FOR ENGINEERING SERVICES

**EDA Contract No.: 07-01-07554
CERB Contract No.: S19-79-OA0-187**

THIS AGREEMENT, made and entered into this ____ day of _____ 202__, between the Port of Woodland, Washington, hereinafter called the "Port" and the above organization called the "FIRM".

WITNESS THAT:

WHEREAS, the PORT desires to accomplish the above referenced project; and

WHEREAS, the PORT does not have sufficient staff to meet the requirement commitment and therefore deems it advisable and desirable to engage the assistance of a FIRM to provide the necessary construction and engineering services for the PROJECT; and

WHEREAS, the PORT has advertised and selected in accordance with procurement standards set forth by EDA 2 CFR 200; and

WHEREAS, the FIRM represents that he/she/they is in compliance with the Washington State Statutes relations to professional registration, if applicable, and has signified a willingness to furnish consulting services to the PORT,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I

GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The FIRM shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II

SCOPE OF WORK

The Scope of Work and project level effort for this project is detailed in Exhibit "B" attached hereto, and by this reference made a part of this AGREEMENT. The standard of care applicable to FIRM'S service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. FIRM will re-perform any services not meeting this standard without additional compensation.

III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the PORT.

The FIRM shall attend coordination, progress and presentation meetings with the Port or such Federal, State, Community or other groups or individuals as may be requested by the Port. The Port will provide the FIRM sufficient notice prior to meetings requiring FIRM participation. The FIRM shall prepare monthly progress report, in a form approved by the PORT, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so the progress of the work can be easily evaluated and report to the Federal and State funders.

All reports, PS&E materials, and other data, furnished to the FIRM by the Port shall be returned. All designs, drawings, specifications, documents, and other work products in hard copy or electronic format prepared by the engineer prior to the completion or termination of this AGREEMENT are instruments of services for this PROJECT and are property of the Port. Reuse by the Port or by others acting through or on behalf of the Port of any such instruments of service, not occurring as a part of this Project, shall be without liability or legal exposure to the FIRM.

In providing opinion of cost, financial analyses, economic feasibility projections, and schedules for the Project, FIRM has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operations or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, FIRM makes no warranty that Port's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from FIRM'S opinions, analyses, projections, or estimates.

If PORT wishes greater assurances as to any element of PROJECT cost, feasibility, or schedule, PORT will employ an independent cost estimator, contractor, or other appropriate advisor.

IV TIME FOR BEGINNING AND COMPLETION

The FIRM shall not begin any work under the terms of this AGREEMENT until authorized in writing by the PORT. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be exceeded because of any delays attributed to the FIRM, but may be extended by the PORT, in the event of a delay attributed to the PORT, or because of unavoidable delays caused by an act of God or governmental actions or other conditions beyond the control of the FIRM. A prior amended agreement issued by the PORT is required to extend the established completion time.

**V
PAYMENT**

The FIRM shall be paid by the PORT for completed work and services rendered under this AGREEMENT as provided in Exhibit "C" attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work". The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$_____. Payment to FIRM shall be based on satisfactory completion of identified milestones as identified in the Scope of Work under Exhibit "B".

**VI
SUBCONTRACTING**

The PORT permits subcontractors for those items of work and by this reference made part of this AGREEMENT. Compensation for this subconsultant work shall be based on the cost shown in Exhibit "D" attached hereto, and by this reference made part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the PORT.

All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The FIRM shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the PORT. No permission for subcontracting shall create, between the PORT and subcontractor, any contract or any other relationship.

**VII
EMPLOYMENT**

Any and all employees of the FIRM or other persons while engaged in the performance of any work or services required of the FIRM under this AGREEMENT, shall be considered employees of the FIRM and not of the PORT, and any and all claims that may or might arise under the Workmen's Compensation Act on behalf of said employees or other persons while so engaged, shall be the sole obligations and responsibility of the FIRM.

**VIII
TERMINATION OF AGREEMENT**

The right is reserves by the PORT to terminate this AGREEMENT at any time upon ten days written notice to the FIRM.

In the event this AGREEMENT is terminated by the PORT other than for default on the part of the FIRM, a final payment shall be made to the FIRM and by this reference made part of this AGREEMENT, for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the FIRM of the Notice to Terminate. If the accumulated payment made to the FIRM prior to Notice of Termination exceeds the total amount that would be due, computed as set forth herein above, then no final payment shall be due and the FIRM shall immediately reimburse the PORT for any excess paid.

If the service of the FIRM is terminated by the PORT for default on the part of the FIRM, the above formula for payment shall not apply. In such an event, the amount paid shall be determined by the PORT with consideration given to the actual costs incurred by the FIRM in performing the work to the date of the termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or type which is usable to the PORT at the time of termination; the cost to the PORT of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the PORT of work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the FIRM was not in default or that the FIRM'S failure to perform is without it or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the PORT in accordance with the provision in this AGREEMENT.

In the event of the death of any member, partner or officer of the FIRM or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the FIRM hereby agree to complete the work under the terms of this AGREEMENT, unless requests otherwise by the PORT. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the FIRM and the PORT, if the PORT so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the FIRM, with the PORT'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the PORT shall not constitute a waiver by the PORT of any remedies of any type it may have against the FIRM for any breach of this AGREEMENT by the FIRM, or for failure of the FIRM to perform work required of it under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the FIRM.

IX CHANGES OF WORK

The FIRM shall make such changes and revisions in the complete work of the AGREEMENT as necessary to correct errors appearing therein, when required to do so by the PORT, without additional compensation thereof. Should the PORT find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the FIRM shall make such revisions as directed by the PORT. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIII.

X

DISPUTES

Any dispute concerning questions of fact in connections with the work not disposed of by the AGREEMENT between the FIRM and the PORT shall be referred for determination to the Port's Executive Director and or the Port Commission, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Port's Executive Director or the Port Commission, that decision shall be subject to de novo judicial review.

XI

VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in Cowlitz County Superior Court. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington.

XII

LEGAL RELATIONS AND INSURANCE

The FIRM shall comply with all federal, state, and local laws and ordinances applicable to this work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of the State of Washington.

The FIRM shall indemnify and hold the PORT, their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the FIRM'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require the FIRM to indemnify the Port against and hold harmless the PORT and its agents, officers, and employees from claims, demands or suits based solely upon conduct of the PORT and its agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the FIRM'S agent or employees and (b) the PORT and its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the PORT of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the FIRM'S negligence of the negligence of the FIRM'S agents or employees.

The FIRM'S relation to the PORT shall be at all times as an independent contractor.

The FIRM specifically assumes potential liability for actions brought by the FIRM'S own employees against the PORT and, solely for the purpose of this indemnification and defense, the FIRM specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The FIRM recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the PORT shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the FIRM shall provide on-call assistance to the PORT during contract administration. By providing such assistance, the FIRM shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The FIRM shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the State.
- B. General commercial liability insurance in an amount not less than a single limit of one million and 00/1000 Dollars (\$1,000,000.00) for bodily injury including death and property damage per occurrence.
- C. Vehicle liability insurance for any automobile used in an amount not less than one million dollars (\$1,000,000.00) combined single limit.

Excepting the Worker's Compensation insurance and any professional insurance secured by the FIRM, the PORT will be named on all policies as an additional insured. The FIRM shall furnish the PORT with verification of insurance and endorsements required by this AGREEMENT. The PORT reserves the right to examine all required insurance policies during normal business hours at the location such policies are maintained.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The FIRM shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the PORT.

No cancellation of the foregoing policies shall be effective without thirty (30) days' prior notice to the PORT.

The FIRM'S professional liability to the PORT shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is greater. In no case shall the FIRM'S professional liability to third parties be limited in any way.

The PORT will not process payments under Section V until the Engineer has fully complied with this section. This remedy is not exclusive; and the PORT may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

XIII EXTRA WORK

- A. The PORT may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by

the order, or otherwise affects any other terms and conditions of the AGREEMENT, the PORT shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

- C. The FIRM must submit its "request for equitable adjustment" (hereafter referred to as "claim") under this clause within 30 days from the date of the receipt of the written order. However, if the PORT decides that the facts justify it, the Port may receive and act upon a claim submitted before the final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Engineer from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum payable for this AGREEMENT shall not be increased or considered to be increased except by specific written amendment to this AGREEMENT.

XIV

ENDORSEMENT OF PLANS

The FIRM shall place their endorsement of all plans, estimates or any other engineering data furnished by them.

CERTIFICATE OF THE ENGINEER AND THE PORT

Attached hereto is Exhibit "A" Certificate of the Engineer and Certificate regarding debarment, suspension and other responsibility matters- primary covered transaction, and by this reference made part of this Agreement.

XVI

RECORD RETENTION

The FIRM shall retain all records as part of a public works project and by this reference made part of this AGREEMENT.

XVII

COMPLETE AGREEMENT

This document and referenced attachments contain all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XVIII
SEVERABILITY**

If any term or condition of this AGREEMENT is held invalid, such invalidity shall not affect other terms, conditions or application which can be given effect without the invalid terms, condition or application. To this end, the terms and conditions of this AGREEMENT are declared severable.

**XIX
HEADINGS**

The headings to the paragraphs of this AGREEMENT are solely for the convenience of the parties and not an aid in the interpretation of the instrument.

**XX
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counter parts shall be construed as and shall constitute one and the same AGREEMENT. The FIRM does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the FIRM, and does hereby accept the AGREEMENT and agrees to all of terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

FIRM

Port of Woodland

By: _____

By: _____

_____, Principal

Executive Director on behalf of the
Port of Woodland Commission

CC:

U.S. Department of Commerce EDA
WA State CERB

EXHIBIT "A"
CERTIFICATE OF ENGINEER

I hereby certify that I am _____ and am a duly authorized representative of the firm of _____ whose address is _____ and that neither I nor the above firm I hereby represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Engineer) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out the contract except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with the requirements of the Board of Professional Registration.

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature of President or Authorized Official of Engineer

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS- PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or Port;
 - (b) Have not within three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

Date

Signature of President or Authorized Official of Engineer

EXHIBIT "B" SCOPE OF WORK

PROJECT DESCRIPTION

Construction Management Services including full-time inspection services for the Rose Way Industrial Park Infrastructure Project for the full extent of the project. Pre-Construction to begin in February 2021 and construction on this project is anticipated to begin in April 2021.

Task 1: Pre-Construction

1.1 Bid Document Development

- FIRM will be responsible to review plan set provided by PORT.
- PORT will provide all documentation to EDA and CERB for review and approvals. PORT will provide comments to FIRM on EDA and CERB requested/required changes, if received.

1.2 Bid Opening and Review

- FIRM will create bid document review checklist.
- FIRM will coordinate with the PORT on bidding process and timeline.
- FIRM will provide technical support to PORT on all questions and issues regarding plan set from contractors.
- FIRM'S Engineer will be main contact for bid communication and provide all technical support and information as needed.
- FIRM will be present for the recording of bid opening. Firm will supply bids received documentation to PORT.
- FIRM will review all bids received for completeness and submit a recommendation to the PORT for Commission to award bid.
- General administration of construction contract per E-700 general conditions and EDA supplemental conditions.

1.3 Permits

- Project-specific permits will be issued by the PORT with assistance from FIRM, as needed and distributed to the FIRM and Contractor.
- FIRM to complete required agency applications for construction.
- FIRM will read approved permits, observe in-field construction activities for permit compliance and report all non-compliance to the PORT.
- FIRM will coordinate with PORT for all SEPA/NEPA, Washington State Department of Ecology, stormwater, and Washington State Archeological permits and documentation (either existing or creating of documentation) as necessary.
- FIRM to prepare and coordinate public notice advertisements for any and all permits. Prepare and attend review agency meetings as needed.
- FIRM will communicate with the PORT any and all fees for permits. PORT will provide documentation to FIRM of payment.

Task 2: Construction Observation and Documentation

2.1 Requests for Approval of Materials & Material Compliance

- FIRM will receive, review, send for PORT approval as necessary, and log all Request for Approval of Material(s).
- FIRM will distribute all approved Requests for Approval of Materials (RAM) to the Contractor and Engineer with FIRM.
- FIRM'S Engineer will read approved RAMs and keep RAMs on-hand at all times during construction. Approved RAMs shall be used to verify materials used in the field.

2.2 Material Testing

- FIRM will conduct Material Testing in-house or subcontract for services within this Proposal.
- FIRM'S Engineer will observe in-field testing and document testing activities in the daily inspection report.

2.3 Change Orders

- The PORT will negotiate all Change Orders (CO) with Contractors that are to be received and reviewed by FIRM.
- FIRM'S Engineer will review and evaluate CO requests by the Contractor and provide input regarding the validity of each request to the PORT. Once the PORT approves a CO, the PORT will distribute to the Contractor and Engineer. Approved COs are considered a part of Contract Documents.

2.4 Stormwater Management Facilities and SWPPP documents

The FIRM'S Engineer will coordinate with the PORT for stormwater management-related construction work and temporary transfer of permit to Contractor while under construction. FIRM will ensure all transfer and communication occurs in a timely manner. Construction and planting of stormwater management facilities is to be inspected by the FIRM and observed and documented by the Engineer.

2.5 Daily Inspections & Inspection Reports

- FIRM'S Engineer will perform full-time inspection of construction work on a daily basis for all construction working days.
- FIRM'S Engineer will observe on-site construction activities for conformance with: Contract Documents, including Plans and Specifications and approved Change Orders; approved RAMs; issued permits; Traffic Control Plans; and all other applicable codes and standards.
- FIRM'S Engineer to observe non-conformance, deviation, or deficiencies shall be documented and communicated as soon as possible to the PORT.
- FIRM's engineer will communicate to the PORT for electrical- and traffic-related construction work.
- Electrical and traffic installations are to be inspected by the FIRM and with the City of Woodland and Cowlitz PUD and observed and documented by the Engineer.
- FIRM's engineer will document daily construction activities including weather conditions, labor, equipment, and materials, material and equipment deliveries, and all non-conforming activities or materials.
- FIRM shall collect and confirm all construction documentation including: material delivery tickets, traffic control reports, and other field documentation.

- All daily construction activities will be documented by the Engineer through the use of daily inspection reports and photos. Photos shall be dated and documented before and after conditions, including utility locates.
- FIRM'S Engineer shall provide the PORT will daily inspection reports and photos on a weekly basis at minimum.

2.6 Prevailing Wage Rate Compliance

- FIRM'S Engineer will perform wage rate interviews on Contractor and Subcontractor laborers as required to ensure sufficient documentation of prevailing wage compliance and will provide written records to the PORT.

2.7 Pay Quantities and Estimates

- FIRM'S Engineer shall track installed bid items and document pay quantities, including collecting material tickets and other applicable construction documentation.
- FIRM'S Engineer shall determine percentage of work complete based on construction observation for all lump sum bid items. From this information, the FIRM'S Engineer shall determine the amount of work installed by the Contractor for each bid item, and shall recommend in writing to the PORT pay quantities in such amounts.
- FIRM with the PORT will review and verify pay quantities, prepare pay estimates, and distribute to the Contractor.
- FIRM will break payments down by EDA and CERB and matching funds proportions as provided by PORT for each grant/loan funding requirement.
- FIRM will provide monthly reporting based on funding proportions of progress per each grant/loan funding conditions and reporting requirements to PORT for quarterly federal and state compliance requirements.

2.8 Working Day Statements

- Working day statements will be completed by the FIRM based on the information provided by the FIRM'S Engineer in the daily inspection reports and construction documentation collected by the FIRM'S Engineer in the field.
- FIRM'S Engineer shall review working day statements for accuracy.

2.9 Coordination with the Contractor

- FIRM'S Engineer is expected to communicate regularly with the Contractor regarding planned daily activities, information to be included in the daily inspection report, collection of construction documentation, and in order to perform wage rate interviews. All other coordination with the Contractor should be through the PORT as necessary.

Task 3 Construction Meetings

Task 3.1 Progress Meetings

- FIRM will coordinate with the Contractor to schedule regular progress meetings, will prepare all meeting documentation, and will notify all attendees.
- FIRM'S Engineer will attend all progress meetings. Progress meetings will be scheduled on a bi-weekly basis for the full 120-working days. Meetings will occur within normal working hours.
- PORT will attend all progress meetings.

Task 3.2 In-field Meetings

- FIRM will coordinate with the Contractor to schedule all in-field meetings, will prepare all meeting documentation, and will notify all attendees.
- FIRM'S Engineer will attend all in-field construction meetings. It is estimated that a total of 4 meetings will occur for various purposes including coordination with property owners, utility coordination, and coordination with the design firm. Meetings will occur within normal working hours and can be considered a part of full-time inspection services.
- PORT, as necessary, will attend the in-field meetings if requested.

Task 4 Project Closeout

4.1 Construction Punchlist

- FIRM will recommend Substantial Completion and communicate to the PORT.
- FIRM will prepare a construction Punchlist identifying all outstanding work or work that is non-compliant with Contract Documents, approved RAMs, and all other applicable codes and standards.
- PORT will review and approve the Punchlist and FIRM to distribute the Punch list and Substantial Completion documents to the Contractor.
- FIRM will review with the PORT and communicate any and all issues of Punchlist.
- FIRM and PORT will perform a walkthrough to verify Punchlist completion.
- FIRM will prepare all other project closeout documentation.

Task 5 Miscellaneous

5.1 Claim Participation

- In the event the Contractor or a citizen or other entity submits a claim for damages, the FIRM'S Engineer will be available to review and provide input regarding the validity of the claim.
- The PORT will work with FIRM to negotiate and resolve all claims.

5.2 Audit Participation

- In the event additional information is requested from the PORT by Federal funding sources or by the State Auditor for a Project Audit.

5.3 Additional Work

- Unforeseen circumstances may require the FIRM to perform additional work outside of the outlined scope. In this event, the PORT will work with the FIRM on a case-by-case basis subject to section "XIII - Extra Work" of this Agreement.

EXHIBIT "C"
PAYMENT SCHEDULE
CONSTRUCTION MANAGEMENT SERVICES

PORT shall reimburse _____ for construction management services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

NOTE: Percentages of payment listed here are guidelines based on management services typically provided. The payment schedule should be tied directly to the actual Scope of Work identified in Part II – Administrative Scope of Services. Cities may also opt to reimburse Professional Services Contracts on an hourly basis.

EXHIBIT "E"
CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereof agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Port to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Port, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such an Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptable Work that is not accordance with the related Contract Documents, including but not limited to defective work discovered after final inspection, nor assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified herein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract and is subject to Port's reservations of rights with respect to completion and final payment.

BY: _____

TITLE: _____

DATED: _____

EXHIBIT "F"

INSURANCE REQUIREMENTS

The FIRM will provide evidence of insurance at time of contract award by the Port as part of the package to the Port Commission. The FIRM will have insurance throughout the contract period as identified in AGREEMENT under XII.

A. The limits of liability for the insurance required are as follows:

1. By Engineer:

- | | |
|--|-------------|
| a) Workers' Compensation | Statutory |
| b) Employer's Liability | |
| 1) Bodily Injury, each accident | \$1,000,000 |
| 2) Bodily Injury, by disease, each employee | \$1,000,000 |
| 3) Bodily Injury/Disease, aggregate | \$2,000,000 |
| c) General Liability | |
| 1) Each occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
| 2) General Aggregate | \$2,000,000 |
| d) Automobile Liability- Combined single limit (bodily injury and property damage) | \$1,000,000 |
| e) Professional Liability | |
| 1) Each claim made | \$1,000,000 |
| 2) Annual Aggregate | \$2,000,000 |

2. By Firm:

- | | |
|--|-------------|
| a) Workers' Compensation | Statutory |
| b) Employer's Liability | |
| 1) Bodily Injury, each accident | \$1,000,000 |
| 2) Bodily Injury, by disease, each employee | \$1,000,000 |
| 3) Bodily Injury/Disease, aggregate | \$2,000,000 |
| c) General Liability | |
| 1) Each occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
| 2) General Aggregate | \$2,000,000 |
| d) Automobile Liability- Combined single limit (bodily injury and property damage) | \$1,000,000 |

List of Additional Insureds:

1. The following individuals or entities are to be listed on Firm's general liability policies of insurance as additional insureds:

FIRM

ENGINEER

OTHER/SUBCONSULTANT

OTHER/SUBCONSULTANT

2. During the term of this AGREEMENT the FIRM shall notify PORT of any other Consultant to be listed as an additional insured on FIRM'S general liability policies of insurance.
3. The FIRM shall be listed on Engineer's general liability policy.

EXHIBIT "G"

EVALUATION CRITERIA FOR CONSTRUCTION MANAGEMENT FIRM

	FIRM	FIRM 1	FIRM 2	FIRM 3	FIRM 4
Grading Criteria					
Firm's understanding of scope of work, methodology and work plan for this project (15 pts possible) weighted x2=30 pts possible					
Firm's general experience, qualifications and ability to perform timely execution of the project work (20 pts possible) weighed x2= 40 pts possible					
Firm's specific experience on similar projects, particularly its reported quality levels, its budget controls, and responsiveness to clients (15 pts possible) weighed x2 = 30 pts possible					
Firm's experience with managing federal funded projects (20 pts possible)					
Firm 's experience with WA State CERB funded projects (10 pts possible)					
Firm's professional references (8 pts possible) Add up to 2 additional points for reference testimonials (10 pts possible)					
TOTAL OUT OF 140 POSSIBLE					

EXHIBIT "H"

CD-512 FORM

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)**

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation for each trade
	%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of _____

County of _____

City of _____