



WASHINGTON'S WORKING PORT

PORT OF LONGVIEW
Procurement Division
10 International Way
Longview, WA 98632
(360) 425-3305

REQUEST FOR QUALIFICATIONS

Project No.: 26-010-AE
ON-CALL LAND SURVEYING SERVICES

REQUEST FOR QUALIFICATIONS (RFQ) RELEASE DATE

February 25, 2026

PRE-SUBMITTAL MEETING

N/A

QUESTIONS/CLARIFICATIONS DEADLINE

Date: March 10, 2026

Time: no later than 5:00 p.m. PT

SUBMITTAL DUE DATE AND TIME

Date: March 20, 2026

Time: no later than 5:00 p.m. PT

RFQ COORDINATOR & CONTACT PERSON

Kara Metzger

Contracts and Grants Administrator

kmetzger@portoflongview.com

(360) 425-3305 ext. 254

LEGAL ADVERTISEMENT

**PORT OF LONGVIEW
REQUEST FOR QUALIFICATIONS # 26-010-AE
ON-CALL LAND SURVEYING SERVICES**

Notice is hereby given that the Port of Longview is soliciting qualifications from consultants for the On-Call Land Surveying Services project until **5:00 p.m. PT, March 20, 2026**. To access the solicitation documents and view selection criteria and weight, please visit the Port's website at <http://www.portoflongview.com/Bids.aspx>.

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The Daily News

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SECTION 1 - INTRODUCTION

1.1 PORT OF LONGVIEW DESCRIPTION

The Port of Longview, a special purpose district established in the 1920's, is the first full-service operating port with strategic transportation connections on the deep-draft Columbia River Federal navigation channel in southwest Washington State. The Port is a multi-cargo deep draft facility that includes eight marine terminals and waterfront industrial property with direct connections to main-line rail and interstate highway. Cargo handling specialties include all types of dry bulk cargos and breakbulk commodities such as steel, lumber, logs, project and heavy-lift cargo, providing cargos to and from domestic barge and international ocean vessels. For general information about the Port of Longview, please visit the Port's website at: <https://www.portoflongview.com/>

1.2 STATEMENT OF WORK

The anticipated scope of work is attached as Appendix A.

1.3 DIVERSITY PARTICIPATION

The Port strongly encourages the participation of minority, women-owned, veteran-owned, and small businesses, and Washington small businesses as prime Consultants or Subconsultants. No preference will be included in the evaluation of submittals, no minimum level of participation by these businesses shall be required as a condition of receiving an award, and submittals will not be rejected or considered non-responsive on that basis.

1.4 TITLE VI STATEMENT

The Port of Longview, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US. C.§§ 2000d to 2000d-4) and the Regulations, hereby notifies all prospective respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, 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.

1.5 DEBARMENT AND SUSPENSION

By submitting a response to this solicitation, Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting a response to this solicitation that it will include this clause without modification in all lower tier transactions, solicitations, proposals, submittals, agreements, contracts, and subcontracts. Where the offeror/consultant or any lower tier participant is unable to certify to this statement it shall attach an explanation to its response to this solicitation. The Port reserves the right to require Consultant to replace a sub-consultant or lower tier participant who cannot meet the foregoing certification requirements.

SECTION 2 – GENERAL INFORMATION

2.1 RFQ COORDINATOR

All questions and communication concerning this Solicitation must be directed to the RFQ Coordinator listed below. All oral communication will be considered unofficial and non-binding. Consultants are to rely only on written statements issued by the Port. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Consultant.

RFQ Coordinator: Kara Metzger
Email Address: kmetzger@portoflongview.com
Phone Number: (360) 425-3305, ext. 254

2.2 ANTICIPATED PROCUREMENT SCHEDULE

The activities and dates listed below represent the anticipated procurement schedule. The Port reserves the right to change the schedule.

Procurement Activity	Date and Time (Pacific Time)
RFQ Release	February 25, 2026
Pre-Submittal Meeting	No meeting is being held. Submit questions as described in Section 2.3
Questions and Requests for Clarifications	March 10, 2026, no later than 5:00 p.m.
Submittal Due Date and Time	March 20, 2026, no later than 5:00 p.m.

Interviews (if required)	TBD
Contract Start Date	April 2026

2.3 PRE-SUBMITTAL MEETING

- A. No pre-submittal meeting is being held for this solicitation.
- B. All questions or requests for clarification should be sent to kmetzger@portoflongview.com by the due date and time indicated in the Procurement Schedule above.

2.4 SOLICITATION DOCUMENTS AND ADDENDA

- A. Solicitation documents may be accessed from the Port’s website at: <https://www.portoflongview.com/Bids.aspx>
- B. The Port may make changes to this RFQ and/or provide clarification to information stated within the document and questions asked by way of issuance of written addenda; all addenda issued may be accessed from the Port’s website at the same location as the original solicitation documents.
- C. All addenda issued prior to the Submittal Due Date will become part of this RFQ and will be deemed to have been considered by the Consultant in its submittal.
- D. Some third-party services independently post Port of Longview solicitations on their websites. The Port does not guarantee that such services have accurately provided Consultants with all information, particularly Addenda or changes to the submittal due date and time. It is the sole responsibility of the Consultant to ensure all addenda are received.

2.5 COST OF SUBMITTAL

All costs incurred before the Contract is fully executed in the preparation and presentation of the Consultant’s submittal and the contract negotiation process shall be borne by the Consultant.

2.6 INSURANCE

The successful Consultant will be required to obtain insurance to protect the Port in the event of any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Consultant or its Subconsultants, or their agents, while performing work under the terms of any Contract resulting from this solicitation. Consultants will find a complete description of the specific insurance requirements in the Contract document located in Appendix B.

2.7 CONTRACT DOCUMENTS

- A. Qualifications submitted in response to this Solicitation are an offer to contract with the Port. This Request for Qualifications, Addenda, and the successful Consultant’s Submittal and scope of work will be incorporated by reference into the resulting Contract, hereinafter referred to as the Contract Documents.
- B. The successful Consultant will be required to sign the Port’s Contract and a copy is provided in Appendix B for review. By offering a Submittal to provide the services described herein, the firm represents that it has carefully read the terms and conditions of the Contract and agrees to be bound by them.

2.8 PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. The Consultant’s Submittal is subject to the Washington State Public Records Act, RCW Chapter 42.56, and may be subject to public inspection. The Port will not disclose any information contained in competing Submittals or the number of Submittals received until after the Contract is awarded. The Port will keep information submitted through this process confidential to the extent allowed by state or federal law.
- B. Any information in the submittal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the exemption from disclosure upon which the Consultant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words “Proprietary Information” printed on the lower right hand corner of the page. Making the entire submittal exempt from disclosure or as Proprietary Information will not be honored.
- C. If a public records request is made for the information that the Consultant has marked as “Proprietary Information,” the Port will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, the Port will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 45.56 RCW, or other state or federal law that provides for nondisclosure, the Port shall maintain the confidentiality of the Consultant’s information per the court order.

SECTION 3 –SUBMITTALS

Respond to the following requirements in this section.

3.1 SUBMITTAL REQUIREMENTS

Responses to the **Non-Cost Submittal** must address every item listed and should be submitted in PDF format, not to exceed 20 single sided pages including cover letter and attachments. Consultants must also complete and provide the information identified in **Supplemental Submittal Document** in Appendix C, including the **Acknowledgements** page signed by an authorized representative. The only pages that are not counted in the 20-page limit are: Appendix C, including the Acknowledgements page, cover page(s), and table of contents pages. Cover letters and resumes count towards the 20-page limit. Hyperlinks to additional information will be removed prior to submittals being evaluated.

A. Non-Cost Submittal

Consultants must fully address the following criteria in accordance with the Submittal Instructions.

i. Project Team Experience & Qualifications.

- a. Summarize the qualifications of the firm. Include number of years in business and relevant experience with emphasis on similar projects as described in the Statement of Work.
- b. Provide comprehensive information regarding the track record of the firm in providing relevant services. Provide detailed descriptions and discuss the size and complexity of the projects, any special issues, and the technical challenges that were addressed. Include client name, comparison of project budget and final cost to client, comparison of original and actual project schedule, client contact information and telephone number.
- c. Summarize your Project Manager, Project Engineer, and other key personnel regarding relevant experience and qualifications that are required to be performed. Include specialized experience and technical competence of the individuals assigned to provide the required services and how the assigned key personnel would benefit the Port in providing the required services.
- d. Describe why the Sub-Contractors were selected for this project and how you firm has worked together on previous projects.
- e. Submit an Organizational Chart

ii. Project Understanding And Approach

- a. Describe the firm's method demonstrating the firm's understanding of the project risks, challenges and strategy that will be employed to complete the project. Include your firm's capacity to recognize "project specific" issues and develop creative solutions to address them. Provide examples of challenges and resulting solutions from previous projects.
- b. Describe the firm's approach to the services required under this solicitation.
- c. Describe the processes that are used to complete the various scope elements.

iii. Project Management & Availability

- a. Present the project management procedures that will be used in the execution of work. Describe the involvement and the duties of the project manager, with a clear description of the ways in which projects will be kept on budget and on schedule.
- b. Discuss quality control measures that will be put in place and describe the states of document review and the team members that will be involved and their responsibilities. Include your plan to ensure the Port has access to timely and effective communication with key personnel.
- c. Describe the availability of team members to complete projects. Indicate current and upcoming project commitments for the foreseeable future.

NOTE: A cost proposal SHOULD NOT be included in your submittal.

B. Supplemental Submittal Document

i. Consulting Firm Information

- a. Consultants must complete the Consulting Firm Profile, Authorized Representative, Proprietary or Confidential Information and Statement of Prior Contract Termination sections; additional sheets may be attached if necessary.

ii. Subconsultant Information

- a. Consultants are instructed to complete the Subconsultants Information section if they intend to utilize Subconsultants. If no information is entered, the Port will assume that Subconsultants will not be used.

iii. References

- a. Consultants must submit a minimum of three (3) references for which they have provided services similar to those described herein with the understanding that the Port may contact these references independently. The Port reserves the right to obtain and consider information from other sources, such as a Consultant's capability and performance under other contracts, financial stability, past or pending litigation, prior performance on Port of Longview projects/contracts and other publicly available information.

3.2 SUBMITTAL INSTRUCTIONS

Consultants must submit their complete Qualifications in the following manner:

- A. **Submittals:** **Submittals must be sent electronically as described below.** The electronic submission must be received by the Port on or before the **Submittals Due Date and Time** set forth in the Anticipated Procurement Schedule.
- i. **Hard Copies:** No hard copies of Consultant's submittal are required; any hard copies received will go unevaluated.
 - ii. **Electronic Submittal:** The electronic Submittal is to be sent via email to kmetzger@portoflongview.com, with the subject title stating the RFQ number and Consultant's business name. **The file size can be no larger than 20 megabytes to be received by email. It is the responsibility of the respondent to ensure the electronic Submittal was received by the Port.**
- B. **Time of Receipt:**
- i. Ensure delivery to the Port at the email address provided in item A (ii) above on or before the Submittal due date and time. Time of receipt will be determined by the date and time the response is stamped by the email sent by the respondent. **Late submittals will not be accepted or considered.** Respondents accept all risks of late delivery regardless of fault or chosen delivery method. Contact the RFQ Coordinator PRIOR TO THE DUE DATE AND TIME OF THE SUBMITTAL to verify receipt of submittal by due date and time.
 - ii. Submittals are to be submitted in the format described in this Solicitation. No oral, faxed or telephone Submittals or modifications will be accepted or considered. All Submittals and any accompanying documentation become the property of the Port and will not be returned.

SECTION 4 – EVALUATION

4.1 EVALUATION PROCESS

- A. Qualifications will be scored by the Port's evaluation team based upon the Evaluation Criteria identified below. Although some of the criteria may be given more weight than others, each Consultant is expected to provide the Port with a comprehensive submittal which allows the Port to do a complete evaluation against the criteria.

EVALUATION CRITERIA AND WEIGHTS		
Criteria	Description	Weight (%)
1	PROJECT TEAM EXPERIENCE & QUALIFICATIONS	35
2	PROJECT UNDERSTANDING & APPROACH	35
3	PROJECT MANAGEMENT & AVAILABILITY	30
Total:		100

B. **Interview (if conducted) (not scored)**

- i. Consultants who submit a Submittal in response to this RFQ may be required to attend an interview or give an oral presentation of their Submittal to the Port. This provides an opportunity for the consultant to clarify or elaborate on their Submittal and should be considered a fact finding and explanation session only and does not include negotiation.
- ii. The Port RFQ Coordinator will schedule the time and location of the interview or presentation. All interviews or presentations shall be held on site at the Port or virtually at the Port's sole discretion. Failure of the respondent to participate in interview(s) as requested by the Port may disqualify their Submittal from receiving further consideration.
- iii. If the Port conducts interviews of key personnel, the Project Manager shall be required to participate. Other individuals to participate on interview(s) shall be limited to key personnel and shall not include marketing personnel from the firm.
- iv. The Evaluation Committee members may elect to change their original scoring or ranking based on interview(s).

4.2 AWARD AND CONTRACTING PROCESS

- i. The contract award, if any, will be in accordance with RCW 39.80 to the firm deemed most qualified to provide the services required for the proposed project.
- ii. All other responding firms will be notified when the Port has determined the successful Consultant.
- iii. The Port will negotiate a scope and fee with the apparent successful Contractor. If the Port and the successful Consultant are unable to negotiate an acceptable scope and fee, the Port will terminate negotiations and may proceed to negotiations with the next highest ranked Consultant.
- iv. Following a successful negotiated scope and fee, the successful Consultant will execute the final Contract and provide proof of insurance in accordance with the Contract documents.
- v. The Port reserves the right to waive any technicalities, irregularities or award in part or in whole or to not award at all,

reject any and all submittals, and may order a re-advertisement for new submittals or whatever is in the best interest of the Port.

APPENDIX A – STATEMENT OF WORK

The anticipated scope of work includes on-call, but is not limited to the following:

1. STATEMENT OF WORK OVERVIEW

1.1. Land Surveys

- 1.1.1. Conduct topographic surveys and utility mapping;
- 1.1.2. Perform construction stakeout surveys;
- 1.1.3. Conduct boundary surveys;
- 1.1.4. Perform Terrestrial Laser Scanning (fixed LiDAR) and/or UAV LiDAR scanning to provide 3D Models, DEM's, and aerial photography in support of Port Projects.
- 1.1.5. Research title documents and land ownership records;
- 1.1.6. Prepare legal descriptions for Port lease and easement documents;
- 1.1.7. Prepare as-built drawings for construction projects;
- 1.1.8. Maintain Port survey controls;
- 1.1.9. Provide GIS data in Port prescribed format;
- 1.1.10. Other miscellaneous surveying related services as generally associated with the profession;
- 1.1.11. Coordination with Port staff around site operations is a critical component of the work.
- 1.1.12. Other related services as requested by the Port.

1.2. Deliverables

- 1.2.1. Deliverables will be fully defined in each approved amendment that defines a particular distinct scope of work but generally will include both paper and electronic (i.e. pdf and dwg files) copies of tasked surveys or other services as outlined above.

APPENDIX B – CONTRACT

**PORT OF LONGVIEW CONTRACT NO. _____
FOR
_____**

THIS CONTRACT is made and entered into upon date of final execution by and between the **Port of Longview**, a Washington municipal corporation, organized under the laws of the State of Washington (hereinafter referred to as "Port"), and the below named company (hereinafter referred to as "Consultant").

Consultant: Firm Name
Address: Street Address, City, State Zip Code

1. SCOPE OF WORK

A. The Consultant’s Scope of Work is incorporated herein and attached as Exhibit “A”. In the event of a conflict between any provision of this Contract and the attached Exhibit “A”, the provisions of this Contract shall prevail.

2. DURATION OF CONTRACT

A. The term of this Contract shall commence with the execution of this document and will terminate when all tasks associated with the Scope of Work herein and as modified by written Amendment have been completed by the Consultant on or before _____. This Contract may be extended for multiple terms or reinstated at the sole discretion of the Port; if so extended, all of the provisions contained herein shall apply through such extension.

B. Upon expiration of this Contract, no additional services may be negotiated under this Contract, expecting that services, which are already in process but not completed shall continue to be governed by the terms of this Contract until their completion.

3. COMPENSATION AND METHOD OF PAYMENT

A. The Consultant shall be paid by the Port for completed work under this Contract as provided for in Exhibit B - Payment Terms and Negotiated Hourly Rates.

B. The Maximum Total Amount Payable under this Contract shall not exceed **\$xxx**, except by specific written amendment to this Contract. The Maximum Total Amount Payable includes all expenses and Washington State Sales Tax, if applicable, and is not to be construed as a guarantee payable amount.

4. PROJECT MANAGEMENT

A. The individuals listed below, or their successors, will be the main points of contact for services provided under this Contract. The Port’s Project Manager or his/her successor is responsible for monitoring Consultant’s performance and will be the contact person for all communications regarding Contract performance and deliverables. The Port’s Project Manager has the authority to accept or reject the services provided and if satisfactory, certify acceptance of each invoice submitted for payment.

Consultant’s Project Manager	Port’s Project Manager
First Last	xxx
Office Phone: (###) ###-####	Office Phone: (360) 425-3305, ext. xxx
Mobile Phone: (###) ###-####	Mobile Phone: xxx
Email address: [Enter email address]	Email address: xxx

B. Notifications regarding changes to this section must be in writing and maintained in the project file but will not require a formal Contract amendment.

5. CONTRACT ADMINISTRATION

A. The individual listed below, or his/her successor, will be Contract Administrator for this Contract. The Contract Administrator is designated to receive legal notices, and to administer, amend, or terminate this Contract. All Contract documents under this Contract will be processed by the Contract Administrator and submitted to Consultant for acceptance. Contact information for the Contract Administrator is:

Kara Metzger
Contracts/Grants Administrator
Port of Longview

- B. Notifications regarding changes to this section must be in writing and maintained in the project file but will not require a formal Contract amendment. Notification by email is sufficient for notification.

6. CHANGES

- A. The Port reserves the right to add, remove, or otherwise modify any requirements, and/or services to meet the operational and strategic objectives of the Port.
- B. Any changes to the work requiring an adjustment to the cost, task items, workmanship, specified materials, completion date or as otherwise set forth herein or in the work, must be requested in writing to the Project Manager and Contracts Administrator and must be approved in writing by each party's execution of an amendment prior to implementation to the adjustment. The Port may request changes to the work by negotiating and executing an amendment with the Consultant.
- C. Any changes the Port requires which are attributable to the Consultant's error or failure to meet the standards set forth in the Contract shall be corrected by the Consultant at no additional cost to the Port.
- D. Failure to agree to any adjustment shall be a dispute under **Section 32** of this Contract. However, nothing in this clause shall excuse the Consultant from performance under this Contract as if unchanged, unless such performance falls under **Section 7 (B)** of this Contract.
- E. Notwithstanding the terms and conditions of this section of this Contract, the Maximum Total Amount Payable under this Contract shall not be increased or exceeded except by specific written amendment to this Contract. Any work done in violation of this section shall be at the sole expense of the Consultant.

7. DELAY IN COMPLETION

- A. Time is of the essence in the performance of the work required under this Contract. Consultant shall ensure that the work is commenced within the timeframe set forth in this Contract and that tasks and services are completed within the milestones set forth herein. In agreeing to the time for completion of the work set forth in this Contract, Consultant has taken into consideration and made allowance for ordinary delays and hindrances incident to or which otherwise may be reasonably anticipated to affect completion of the work. Any issues which may affect Consultant's ability to comply with the requirements set forth in this section shall immediately be brought to the Port's Project Manager's and Contracts Administrator's attention.
- B. Consultant shall not be excused from any delay in performance of this Contract, unless (i) approved by the Port in accordance with **Section 6** above, (ii) attributable to any damage caused by fire or other casualty through no fault, neglect, act or omission on the Consultant's part, (iii) attributable to extraordinary and unanticipated conditions arising out of war, national emergency or governmental regulations, or (iv) any other cause beyond the Consultant's control and which Consultant could not reasonably anticipate, and not due to any fault, neglect, act or omission on Consultant's part, including any delay attributable to the Port. In the event of any delay excused under items (i) through (iv) above, the time for performance may be extended by such reasonable time as shall be mutually agreed upon by the Consultant and the Port and shall be incorporated in a written amendment.

8. STANDARD OF CARE

- A. Consultant shall perform the work in conformance with generally acceptable standards of an industry professional of similar education, experience and skill. Consultant shall be responsible for the quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings and specifications if applicable, prepared under this Contract. Any action necessary to correct or revise any errors or omissions in the work due to the Consultant's failure to meet this standard of care shall be completed by the Consultant in accordance with **Section 6 (C)**.

9. PROJECT PERSONNEL

- A. The project personnel specified in the Consultant's submittal are considered to be essential to the performance of the work and completion of the work. At least thirty (30) days prior to diverting from any of the specified individuals to other programs (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Consultant), the Consultant shall notify the Port Project Manager and Contracts Administrator and shall submit comprehensive justification for the diversion or replacement, including proposed substitution for key personnel, to permit evaluation by the Port of the impact on performance of this Contract. Consultant shall not divert or otherwise replace any key personnel without the consent of the Port.
- B. Notifications regarding changes to this section must be in writing and maintained in the project file but will not require a formal Contract amendment.

10. SUBCONSULTANTS

- A. The Consultant shall not sub-contract for the performance of any work under this Contract without prior written permission of the Port. No permission for sub-contracting shall create, between the Port and Subconsultants, any contract, employment, agency, joint venture or other relationship.
- B. Consultant has the sole responsibility for hiring, compensating and overseeing the work of any approved Subconsultants and shall ensure such Subconsultant's compliance with this Contract, including all licensing and insurance requirements. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the Port, its agents, and their respective employees for, from, and against claims, damages, losses and expenses, including but not limited to attorneys' and experts' fees, arising out of or resulting from performance of the work by any Subconsultant, or anyone for whose acts they may be liable.

11. INDEPENDENT RELATIONSHIP

- A. The parties intend that an independent Contractor relationship between Consultant and the Port will be created by this Contract. The Port is interested primarily in the results to be achieved; subject to the provisions herein, the implementation of services will lie solely with the discretion of Consultant. No agent, employee, servant or representative of Consultant shall be deemed to be an employee, agent, servant or representative of the Port for any purpose, and the employees of Consultant are not entitled to any of the benefits the Port provides to its employees. Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, Subconsultants or representatives during the performance of this Contract.
- B. In the performance of the services required by this Contract, Consultant is an independent Contractor with the authority to control and direct the performance of the details of the work, however, the results of the required work must meet the approval of the Port and shall be subject to the Port's general rights of inspection and review to secure the satisfactory completion thereof in accordance with applicable agreed upon testing procedures between the Port and Consultant.

12. NON-EXCLUSIVE PROVIDER

The Port reserves the right to obtain services or supplies not specifically covered by this Contract from other providers as deemed in the best interest of the Port.

13. ASSIGNMENT

Consultant will not assign its performance under this Contract, or any portion of this Contract, without the written consent of the Port. Consultant must seek consent from the Port, in writing, not less than thirty (30) days prior to the date of any proposed assignment. The Port reserves the right to reject any assignment without cause.

14. HOLD HARMLESS AND INDEMNIFICATION

- A. The Consultant shall indemnify and hold the Port, its 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 Consultant's negligence or breach of any of its obligations under this Contract; provided that nothing herein shall require a Consultant to indemnify the Port against and hold harmless the Port from claims, demands or suits based solely upon the conduct of the Port, its agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (1) the Consultant's agents or employees, and (2) the Port, their agents, officers and employees, this indemnity provision with respect to (i) claims or suits based upon such negligence (ii) the costs to the Port of defending such claims and suits shall be valid and enforceable only to the extent of the Consultant's negligence or the negligence of the Consultant's agents or employees.
- B. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the Port and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law in accordance with Title 51 of the Revised Code of Washington.
- C. Consultant specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the Parties that Consultant provide the broadest scope of indemnity permitted by RCW 4.24.115. Consultant is an independent Consultant and responsible for the safety of its employees.

15. PLANS, ETC. PROPERTY OF PORT

- A. All original plans, drawings and specifications prepared by the Consultant and any and all Subconsultants for the Port and funded by the Port are and shall remain the property of the Port whether or not the Project for which they are made is executed. This shall not apply to proprietary software or documentation that may be provided to the Port and that was developed independent of funding by the Port. The Consultant assumes no liability for any use of the Drawings and Specifications other than that originally intended for this Project. Originals, including electronic forms of the data prepared by the Consultant and funded by the Port shall become the property of the Port. No reports, records, questionnaires, software programs provided by Port or other documents produced in whole or in part by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

- B. If included in the Scope of Work: As part of the project close-out, the Consultant is responsible for providing the Port with a FINAL RECORD drawing set that incorporates all of the Contractor's as-built redlines into the CAD file. Consultant shall deliver the following as part of the close-out to Port Engineering:
- i. CAD files (all)
 - ii. PDF (1 file of all pages combined)
 - iii. Bound hard copy 11x17 (1)
 - iv. Contractors original paper redline

16. INSURANCE

- A. Insurance Requirements – Consultant shall obtain and keep in force during the entire term of this Contract, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Consultant, Subconsultants, and/or their agents and/or employees. The Consultant agrees to the following requirements relating to insurance coverage and shall provide evidence of all insurance required by submitting an insurance certificate to the Port on a standard "ACORD" or comparable form:
- i. Commercial General Liability – coverage as broad as Insurance Services form number CG 00 01 with minimum limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate limit.
 - ii. Automobile Liability – a minimum of \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto", or the combination of symbols 2, 8 and 9. If the work involves the transport of pollutants (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent), MCS 90, or auto pollution coverage, and
 - iii. _____ [Initial if applicable]: Consultant represents that Consultant will not perform any driving as part of this Contract. Based on this representation, Consultant shall maintain automobile liability insurance but shall be permitted to maintain lower limits provided that such limits meet the State of Washington minimum insurance coverage. All other terms of this Contract relating to insurance shall apply to this insurance.
 - iv. Professional Liability – a minimum of \$2,000,000 in the aggregate and \$1,000,000 per claim in professional liability insurance. Insurance coverage shall have a retroactive date before the date of notice to proceed and coverage shall remain in effect for the entire term of this Contract.
- B. If coverage is approved and purchased on a "claims made" basis, the Consultant shall continue coverage either through (1) policy renewals for not less than three (3) years from the date of the completion of the work which is the subject of this Contract or (2) the purchase of an extended discovery period not less than three years (3) years from the date of completion of the work which is the subject of this Contract, if such extended coverage is available.
- C. The insurance required by this Contract shall be issued by an insurance company authorized to do business within the State of Washington, and the policies shall name the Port, its agents and employees as additional insured's. Except, however, that Consultant is not required to add the Port or its agents and employees as an additional insured on its professional liability policy or workers compensation policy. All policies shall be primary to any other valid and collectable insurance and not contributory to any similar insurance carried by the Port and shall contain severability of interest or cross liability clause. Such insurance shall not be canceled or materially altered without first giving thirty (30) days' written notice thereof to the Port. The Consultant shall submit renewal certificates as appropriate during the term of this Contract (plus three years).
- D. By requiring insurance herein, the Port does not represent that coverage and limits will be adequate to protect Consultant and such coverage limits shall not limit Consultant's liability under the indemnities and reimbursements granted to the Port in this Contract.
- E. Additional Requirements:
- i. Worker's Compensation The Consultant shall comply with the Washington State Department of Labor & Industries Industrial Insurance program or applicable statutory requirements of the State of residency, for all of its employees who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Consultant shall require the Subconsultant to provide worker's compensation insurance for all of its employees as required by law.
 - ii. Employer's Liability or "Stop Gap" Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsements to the general Liability policy.

- iii. Employment Security The Consultant shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.
- F. The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:
- i. The Port, its officers, officials, employees and agents are to be covered as additional insured as respects to liability arising out of activities performed by or on behalf of the Consultant in connection with this Contract. Such additional insured status shall include Products-Completed Operations.
 - ii. To the extent of the Consultant's negligence, the Consultant's insurance coverage shall be primary insurance as respect the Port, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the Port, its officers, officials, employees and agents shall not contribute with the Consultant's insurance or benefit the Consultant in any way.
 - iii. The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- G. The Consultant's General Liability, Automobile, and Protection and Indemnity, if applicable, policies shall waive rights of subrogation against the Port.
- H. Receipt by the PORT of any certificate of insurance or endorsements that do not meet the requirements of this section does not a waive the Consultant's obligations to independently procure and meet the coverage requirements in accordance with this Contract.

17. ACCESS TO DATA

Consultant shall provide access to data generated under this Contract to Port and its duly authorized agents at no additional cost to the Port. This includes access to all information that supports the findings, conclusions, and recommendations of the Consultant's reports, including computer models and methodology for those models.

18. TREATMENT OF ASSETS

- A. Title to all property furnished by the Port shall remain in the name of the Port and shall remain on the Port's premises. The Port shall become the owner of the work product and other documents, if any, prepared or developed specifically by Consultant for the Port pursuant to this Contract, unless otherwise expressly provided herein.
- B. Title to all property furnished by the Consultant, for the cost of which the Consultant is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the Port upon delivery of such property by the Consultant. Title to other property, the cost of which is reimbursable to the Consultant under this Contract, shall pass to and vest in the Port upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Port in whole or in part, whichever comes first.
- C. Consultant shall be responsible for any loss or damage to property of the Port which results from the negligence of the Consultant or which results from the failure on the part of the Consultant to maintain and administer that property in accordance with sound management practices.
- D. If any Port property is lost, destroyed, or damaged, the Consultant shall immediately notify the Port and shall take all reasonable steps to protect the property from further damage.
- E. The Consultant shall surrender to the Port all property of the Port prior to settlement upon completion, termination, or cancellation of this Contract.
- F. All references to the Consultant under this clause shall also include Consultant's employees or agents.

19. COMPLIANCE WITH LAWS

- A. In the performance of this Contract, Consultant shall be knowledgeable and comply with all applicable federal, state or local laws and ordinances, including, but not limited to regulations for licensing, permits, accreditation, certification and operation of equipment, and licensing of individuals, and any other standards or criteria described in this Contract to assure quality of services; no claims for additional compensation will be allowed based on a lack of knowledge or misunderstanding by the Consultant.
- B. Consultant agrees to pay any applicable business and occupation (B&O) taxes which may be due on account of this Contract.
- C. If sales tax becomes applicable to the services covered by this Contract, the Port shall pay such tax to Consultant, and Consultant shall pay the tax as required by law.

20. ENVIRONMENTAL PROTECTION

Wherever applicable, Consultant will comply with applicable portions of the following statutes, ordinances and regulations and such other regulatory measures dealing with the prevention of environmental pollution and the preservation of public natural resources as

may be subsequently identified by the Port or other public agencies as applicable to the work.

- A. Federal. Natural Environmental Policy Act of 1969, 42 USC 4321 et seq.; Executive Order 11514; Clean Water Act, 33 USC 1251 et seq.;
- B. State. Water Pollution Control Act, Chapter 90.48 RCW; State Environmental Policy Act of 1971, Chapter 43.21C RCW and WAC Chapter 197-10; Noise Control Act of 1974, Chapter 70.107 RCW; Washington Clean Air Act, Chapter 70.94 RCW and WAC Chapter 1; Shoreline Management Act of 1971, Chapter 90.58 RCW.
- C. Regional. Any applicable Air Pollution Control District regulations.
- D. Cowlitz County. Any applicable County ordinances and regulations.
- E. Local. Any applicable City of Longview ordinances and regulations.

21. SAFETY AND HEALTH STANDARDS

It will be a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that Consultant and any Subconsultant will not require any employees contributing to the performance of this Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

22. SITE SECURITY

While in the secured area of Port premises, Consultant, its agents, employees, or Subconsultants shall conform in all respects with physical, fire, or other security regulations. All Consultant agents, employees and Subconsultants who perform work within the secured area of the Port will be required to have a Transportation Worker Identification Credential (TWIC) in order to perform their duties unescorted. This program was established by Congress and is administered by the Transportation Security Agency and the United States Coast Guard. More information and guidance can be found at www.tsa.gov/twic.

23. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

24. CONFLICT OF INTEREST

Consultant represents that it has not direct or indirect or indirect economic interest which conflicts in any manner with its performance of the services required under this Contract. Consultant represents that it has not retained any person to solicit this Contract and has not agreed to pay such person any compensation or other compensation contingent upon execution of this Contract.

25. NONDISCRIMINATION

- A. Equal Opportunity. The Port is an equal opportunity employer.
- B. Nondiscrimination in Employment. In the performance of this Contract, Consultant will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved. Consultant shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and programs for training including apprenticeships. Consultant shall take such action with respect to this Contract as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law against Discrimination.
- C. Nondiscrimination in Services. Consultant will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. Nondiscrimination in Sub-Contracting. If any assignment and/or subcontracting have been authorized by the Port, said assignment or subcontract shall include appropriate safeguards against discrimination. Consultant shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein and further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

26. DEBARMENT AND SUSPENSION

By executing this Contract, Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. It

further agrees by acceptance of this Contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, submittals, agreements, contracts, and subcontracts. Where the offeror/consultant or any lower tier participant is unable to certify to this statement it shall attach an explanation to this Contract. The Port reserves the right to require Consultant to replace a sub-consultant or lower tier participant who cannot meet the foregoing certification requirements.

27. GRATUITIES AND KICKBACKS

- A. Gratuities – It shall be a breach of ethical standards for any person to offer, give or agree to give any Port of Longview member, officer, employee, agent or former Port member, officer, employee, or agent or for any Port member, officer, employee, agent or former Port member, officer, employee or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation therefore.
- B. Kickbacks – It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a Subconsultant under a contract to the prime Consultant or higher tier Subconsultant or any person associated therewith, as an inducement for the award of a subcontract or order.

28. LIENS, CLAIMS AND ENCUMBRANCES

Consultant certifies that all materials, equipment or services shall be free of all liens, claims, or encumbrances of any kind, and if the Port requests, a formal release of same shall be provided.

29. CONFIDENTIALITY

- A. In connection with the performance of this Contract, the Consultant may be provided with certain information concerning the Port which is confidential, proprietary or otherwise not generally available to the public and all portions of analyses, data, compilations, notes, forecasts, summaries, studies and other materials prepared by Consultant or Consultant's representatives, or otherwise on Consultant's behalf, that contain, reflect or are based in whole or in part, on such information (the "Confidential Information"). The Consultant agrees that such Confidential Information shall be used solely for the purposes of performing Consultant's obligations under this Contract, shall be kept strictly confidential and shall not be disclosed to any person for any reason, except to the Consultant's representatives who need to know such Confidential Information for the purpose of performing this Contract. The Consultant agrees to undertake reasonable precautions to safeguard and protect the confidentiality of the Confidential Information and to prevent its representatives from prohibited or unauthorized disclosure or uses of the Confidential Information, and Consultant will be responsible for any breach or threatened breach of this section by any of its representatives.
- B. In the event that Consultant is required by law, or any governmental, judiciary or regulatory authority or securities exchange to disclose any Confidential Information, Consultant will provide the Port with prompt written notice of such requirement, and in no case later than forty-eight (48) hours after becoming aware of such requirement, but in all events in sufficient time to enable the Port to object to disclosure and/or to seek an appropriate protective order or other remedy or, in the Port's sole discretion, waive compliance with the provisions of this section, and Consultant will consult and cooperate with the Port to the extent permitted by law, regulation and the requesting authority with respect to taking steps to resist or narrow the scope of such requirement or legal process. If a protective order or other remedy is not obtained and the terms of this section are not waived, and disclosure of Confidential Information is legally required, Consultant will disclose such information only to the extent legally required, in the opinion of Consultant's counsel.
- C. The Consultant acknowledges that the Port is required by statute (RCW 42.56) to make certain of its records available for public inspection, which may include submission of materials related to Consultant. Consultant acknowledges and agrees that the Port will have no obligation or any liability to the Consultant in the event that the Port must disclose any such materials, including those marked proprietary, confidential or otherwise.

30. PUBLICITY

The Consultant agrees not to publish or use the Port's name, or any description which in the Port's sole judgement can reasonably be implied to refer to the Port, in any advertising, marketing or publicity materials without the prior written consent of the Port.

31. MAINTENANCE AND INSPECTION OF RECORDS

- A. Consultant shall maintain books, records, documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit, by the Port, its authorized representative, the State Auditor or any of their authorized representatives or other governmental officials authorized by law to monitor this Contract.

- B. Consultant shall retain all books, records, documents and other material relevant to this Contract for six (6) years after the Port's final payment and all other pending matters are closed. Consultant agrees that the Port, or its designee, shall have full access and right to examine any of said materials at all reasonable times during said period.
- C. Consultant's fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.

32. DISPUTE RESOLUTION

- A. Prior to the initiation of any action or proceeding to resolve disputes between the parties, both shall make good faith efforts to resolve any such disputes by negotiation first between representatives of each party with the authority to make such negotiations.
- B. If the dispute cannot be settled through direct discussions after thirty (30) days, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties with the cost divided equally, however, all other costs associated with the mediation shall be borne by each Party. The Port reserves the right to join any dispute under this Contract 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.
- C. Port and Consultant agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract which are not affected by the dispute. Both parties agree to exercise good faith in the dispute resolution and to settle disputes prior to using the dispute resolution panel whenever possible.

33. TERMINATION

A. Termination for Cause.

- i. The Port may terminate this Contract for cause if the Consultant is in material breach under any provision of this Contract and such breach is not cured within thirty (30) days after Consultant is made aware of the action giving rise to such breach;
- ii. Prior to termination under this section, and upon notice to Consultant, the Port has the right to suspend all or part of this Contract, withhold further payments, or prohibit the Consultant from incurring additional obligations to investigate the alleged breach and determine whether corrective action or termination will be required.
- iii. In the event of termination under this section, the Consultant shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover costs and all administrative costs directly related to the replacement costs, e.g. cost of the competitive bidding, mailing, advertising, and staff time.
- iv. Consultant shall be entitled to terminate this Contract for cause if the Port is in material breach under any provision of this Contract and such breach is not cured within thirty (30) days after Port is made aware of the action giving rise to such breach.
- v. The rights and remedies of the Port provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- vi. If termination for cause is determined later to have been wrongful or without justification, then the termination will be considered to have been termination for convenience.

B. Termination for Convenience.

- i. The Port may terminate this Contract for convenience for any reason in its sole discretion upon the Port providing Consultant ten (10) days written notice of such intent to terminate this Contract in whole or in part.
- ii. If the Port terminates this Contract for convenience, the Port shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination and for costs incurred by reason of such termination. Consultant hereby waives and forfeits all other claims for payment and damages, including without limitation, anticipated profits.

C. Termination Procedures. Upon notice of termination of this Contract:

- i. The Port shall pay to the Consultant the agreed upon price, if separately stated, for completed work accepted by the Port, and the amount agreed upon by the Consultant and the Port for (i) completed work for which no separate price is stated, (ii) partially completed work, (iii) other property or services which are accepted by the Port, and (iv) the protection and preservation of property, unless the termination is for breach, in which case the Port shall determine the extent of the liability of the Port. Failure to agree with such determination shall be a dispute within the meaning of **Section 32** of this Contract.

- ii. Except as otherwise directed by the Port Project Manager or Contract Administrator, the Consultant shall:
 - a. Stop work under this Contract on the date, and to the extent specified, in the notice;
 - b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated;
 - c. Assign to the Port, in the manner, at the times, and to the extent directed by the Port Project Manager, all of the rights, title, and interest of the Consultant under the orders and subcontracts so terminated, in which case the Port has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Port to the extent Port may require, which approval or ratification shall be final for all the purposes of this clause;
 - e. Transfer title to the Port and deliver in the manner, at the times, and to the extent directed by the Port any property which, if the Project had been completed, would have been required to be furnished to the Port;
 - f. Complete performance of such part of the work as shall not have been terminated by the Port; and
 - g. Take such action as may be necessary, or as the Port may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Consultant and in which the Port has or may acquire an interest.

34. WAIVER

Waiver of any default or breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by an instrument in writing signed by the parties hereto.

35. NOTICE

Notice provided for in this Contract shall be sent by certified mail to the addresses designated for the parties on the last page of this Contract.

36. ATTORNEYS FEES AND COSTS

If any legal proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and costs incurred in such action or proceeding.

37. JURISDICTION

- A. This Contract has been and shall be construed as having been made and delivered within the state of Washington and it is agreed by each party hereto that this Contract shall be governed by laws of the state of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Cowlitz County, Washington.

38. SEVERABILITY

- A. It is understood and agreed by the parties that if any part, term or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

39. ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Contract. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract. This Contract may be executed in counterparts, which may be transmitted via email or other electronic

transmittal, each of which shall constitute an original, and all of which will be deemed a single document. Signature of an email or other electronic transmittal copy of this Contract, and transmission of a signature page by email or other electronic transmittal, shall bind the signing party to the same degree as delivery of a signed original.

40. APPROVAL

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year last hereinbelow written.

PORT OF LONGVIEW

CONSULTANT

Name:

Name:

Title:

Title:

Date

Date

**EXHIBIT A
CONSULTANT SCOPE OF WORK
<PROJECT NAME>**

EXHIBIT B
PAYMENT TERMS AND NEGOTIATED HOURLY RATES
<PROJECT NAME>

The Port shall pay the Consultant at the rates indicated for the Scope of Work performed under the terms of this Contract. The Maximum Total Amount Payable under this Contract cannot not be exceeded without Port's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed necessary to complete the project as set forth herein.

The Consultant shall submit invoices to Port covering both professional fees and project expenses, if allowable. Unless otherwise stated, invoices will be paid Net 30 upon receipt of an invoice that, in the sole discretion of the Port, is acceptable to the Port. The Port reserves the right to correct any invoices submitted in error and adjust according to the rates and allowable costs set forth in this Contract. Port and Consultant agree that any amount paid in error by Port does not constitute a rate change in the amount of this Contract.

No payments in advance or in anticipation of services or supplies shall be paid by the Port under this Contract.

1. Hourly Rates:
 - A. The Consultant shall be paid by the Port for work done, based upon the negotiated hourly rates shown in Schedule 1 attached hereto. The rates listed shall remain firm through completion of the negotiated Scope of Work. Rates are inclusive of direct salaries, payroll additives, overhead, and fees. The Consultant shall maintain support data to verify the hours billed on this Contract.
 - B. Adjustments to the original approved Agreement rates will be considered at the request of either party during the annual anniversary of the contract award date, and shall be approved by both parties. The CONSULTANT shall give a minimum of 30 days advance notice of any rate adjustment request to the PORT's contract manager. Any approved rate changes will be effective at the beginning of the calendar month following the end of the full 30-day notification period. The CONSULTANT shall provide a written request for the adjustment which will include the amount of the adjustment, reason for the requested price adjustment, justification for the adjustment and the amount or percentage of adjustment that would be passed on by the CONSULTANT to its subconsultants or materials suppliers, if applicable. Increased rates must be supported by appropriate index/indices such as the CPI, PPI and/or changes in local market conditions that can be quantified and shall not exceed 4%.
2. Direct Non-Salary Costs: Direct non-salary costs will be reimbursed at the actual cost to the Consultant. These charges may include, but are not limited to the following items: travel meals, vehicles, lodging, printing (if requested), and Subconsultant costs. All travel must be pre-approved by the Port. All non-salary costs shall comply with the following provisions:
 - A. All charges must be necessary for the work provided under this Contract.
 - B. The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with the Project.
 - C. Receipts for all costs shall be detailed and itemized.
 - D. Reimbursement for travel meals, vehicles, and lodging cannot exceed the most recently published per diem rates by the Washington State Office of Financial Management.
3. Subconsultants: Sections 1 and 2 shall apply to Subconsultants as they do the Consultant. Schedule 1 shall be required for approved Subconsultants prior to the Subconsultant beginning work.
4. Monthly Progress Payments: Progress payments may be claimed on a monthly basis. Monthly invoices must reflect the task schedule(s) attached to this Contract and shall be supported, to the satisfaction of the Port, with detailed statements for hours expended at the rates established in Schedule 1, including names and classifications of all employees, and billing/receipts for all other direct non-salary expenses. To provide a means of verifying the billed salary costs for the Consultant's employees, the Port may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing the work on the Project at the time of the interview. The Consultant shall direct its employees to cooperate and provide this information when requested by the Port.
 - A. Invoices should be submitted electronically to dmartin@portoflongview.com and kmetzger@portoflongview.com with the **contract name and number assigned to this Contract (captured 1st herein) referenced on all invoices**. If Consultant is unable to submit invoices electronically, invoices may be submitted by mail to:
Port of Longview
Attn: Accounts Payable
10 International Way
Longview, WA 98632
5. Total amounts billed per task as listed in the task schedule(s) to this Contract shall not exceed the amounts per task without prior approval in writing by a contract amendment executed by both parties. A variance between per task totals is allowable up to 20% when approved in writing by the Project Manager or Contracts Administrator. Approval from the Project Manager or Contracts Administrator by email is an acceptable form of written approval.
6. Final Payment: Final payment of any balance due the Consultant of the gross amount earned will be made promptly upon its verification by the Port after the completion of the Project under this Contract, contingent upon receipt of all PS&E, maps, notes, reports, electronic data and other related documents which are required to be furnished under this Contract. Acceptance of such final payment by the Consultant shall constitute a release of all claims for payment, which the Consultant may have against the Port unless such claims are specifically reserved in writing and transmitted to the Port by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the Port may have against the Consultant or to any remedies the Port may pursue with respect to

such claims.

7. The payment of any billing will not constitute agreement as to the appropriateness of any item. All required adjustments will be made and reflected in a final payment. In the event that an audit reveals an overpayment to the Consultant, the Consultant will refund such overpayment to the Port within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the Port of overpayment. The Consultant has twenty (20) days after receipt of the notice to repay the Port to appeal the finding.
8. Inspection of Cost Records: The Consultant and their Subconsultants shall keep available for inspection by representatives of the Port, State and Federal government, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this Contract and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this Contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

EXHIBIT B
PAYMENT TERMS AND NEGOTIATED HOURLY RATES

<PROJECT NUMBER>
SCHEDULE 1

WAGE CLASSIFICATION	MAXIMUM HOUR RATE
	\$
	\$
	\$

APPENDIX C – SUPPLEMENTAL SUBMITTAL DOCUMENT

SUBMITTAL INSTRUCTIONS

Consultants must properly complete and submit all sections of this document as part of their Submittal by the Submittal Due Date and Time.

- A. Consulting Firm Information
- B. Subconsultant Information
- C. References

Consultants will submit their complete Submittal in accordance with **Section 3, Submittals**, of the RFQ document.

A. CONSULTING FIRM INFORMATION

1. Consultant Profile:

Firm Name _____

Street Address _____

City, State, Zip Code _____

Federal Tax ID Number _____

WA State UBI Number _____

DUNS # (if applicable) _____

2. Consultant's Authorized Representative:

Consultant must designate an Authorized Representative who will be the principal point of contact for the Procurement Coordinator for the duration of this RFQ process. The Consultant's Authorized Representative will serve as the focal point for business matters and administrative activities.

Representative Name: _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Email Address _____

3. Proprietary or Confidential Information:

Consultant must indicate any pages and/or sections of their Response that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW below. Indicate the pages of Consultant's Response that have been marked "Confidential" and the particular exception from disclosure upon which the Consultant is making the claim below. Please see **Section 2.8** of the **Request For Qualifications** document for more detail on Proprietary or Confidential Information as it relates to this Solicitation. *If not applicable, Consultant is instructed to enter "NA" in the box below. If left blank, the Port will consider the Consultant's response to be N/A. Attach additional sheets if necessary.*

4. Statement of Prior Contract Termination:

Consultant must disclose below if the Consultant’s firm and/or any proposed Subconsultants have had a contract terminated for either cause or convenience in the last five (5) years. If a contract was terminated for cause or convenience during this timeframe, submit full details of the termination including but not limited to, the reason for termination, the other party’s contact information (name, address, email address, and telephone number), and the Consultant’s position on the matter. The Port will evaluate the information and may, at its sole discretion, reject the Response based on the risk to the Port. *If not applicable, Consultant is instructed to enter “NA” in the box below. If left blank, the Port will consider the Contractor’s response to be N/A. Attach additional sheets if necessary.*

B. SUBCONSULTANT INFORMATION

Check the applicable box:

Yes No *Proposing firm intends on utilizing Subconsultants to fulfill the service requirements.*

Contractor will be required to perform all work under this Contract using his/her own employees carried on payroll or by using Subconsultants. Where Subconsultants are used in the performance of the Contract, Consultant will indicate as required with the Response. Contractor will be held responsible for all work performed or not performed by the Subconsultant(s). Subconsultant(s) will be required to bill through the Contractor.

If revisions are required in the subcontract assignment, new parties are to be proposed in advance of assignment, in writing to the Port Procurement Coordinator and Contracts and Purchasing Manager.

If applicable, Consultant will identify below all Subconsultants who will perform services in fulfillment of Contract requirements, including their name, the nature of services to be performed, address, telephone number, email address, federal tax identification number (TIN), and Washington State Unified Business Identifier (UBI). The Port reserves the right to approve or reject any and all Subconsultants that Consultant proposes. Any Subconsultants not listed in the Consultant’s Response, who are engaged after award of the Contract, must be pre-approved, in writing, by the Port before providing services under the Contract.

Subconsultant 1

Name: _____
Services: _____
Address: _____
Telephone: _____
Email: _____
Fed ID: _____
UBI: _____

Subconsultant 2

Name: _____
Services: _____
Address: _____
Telephone: _____
Email: _____
Fed ID: _____
UBI: _____

Subconsultant 3

Name: _____
Services: _____
Address: _____
Telephone: _____
Email: _____
Fed ID: _____
UBI: _____

Subconsultant 4

Name: _____
Services: _____
Address: _____
Telephone: _____
Email: _____
Fed ID: _____
UBI: _____

C. REFERENCES

Consultant must provide a minimum of three (3) references for which the Consultant has provided goods and/or services similar to those described in this Solicitation. References must not be from an individual, company or organization with any special interest, financial or otherwise, to the Consultant.

REFERENCE 1:	
Name of Company:	
Type of Organization:	
Address:	
Phone:	
Project Manager/Contact:	
Email:	
Dates of Services:	
Summary of Services Provided:	

REFERENCE 2:	
Name of Company:	
Type of Organization:	
Address:	
Phone:	
Project Manager/Contact:	
Email:	
Dates of Services:	
Summary of Services Provided:	

REFERENCE 3:	
Name of Company:	
Type of Organization:	
Address:	
Phone:	
Project Manager/Contact:	
Email:	
Dates of Services:	
Summary of Services Provided:	

ACKNOWLEDGEMENTS
On-Call Land Surveying Services
26-010-AE
Issued by Port of Longview

Having carefully examined all requirements and terms and conditions identified in this Request for Qualifications (RFQ), the undersigned agrees to the following:

I/We certify, under penalty of perjury, that this is not a sham or collusive Submittal, nor made in the interest or on behalf of any person not herein named. I/We have not directly or indirectly induced or solicited any Consultant on the above work to put in a sham Submittal, nor any other person or corporation to refrain from responding. I/We have not in any manner sought by collusion to secure advantage over any other Consultants.

In preparing this submittal, I/we have not been assisted by any current or former employee of the Port of Longview whose duties relate (or did relate) to this submittal or prospective Contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.

I/We certify that we are, at the time of submitting this Submittal and shall remain throughout the period of the Contract, registered and licensed by the state of Washington to perform the type of work required under the Solicitation Documents. I/We further certify that we are skilled and regularly engaged in the professional class and type of work called for in the Solicitation Documents.

I/We understand that the Port will not reimburse me/us for any costs incurred in the preparation of this submittal or the Contract negotiation process.

I/We grant the Port the right to contact references and others who may have pertinent information regarding the ability of the Contractor and the lead staff person to perform the services contemplated by this RFQ.

I/We further agree, if our Submittal is accepted and a contract is awarded by the Port, to plan and prosecute the work with such diligence that the work and portions thereof shall be completed and ready for use within the period set forth.

I/We certify that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or in receipt of a notice or proposed debarment from any Agency. I/We agree to provide immediate notice to the Port in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or Contract.

I/We certify that all of the information provided to the Port in response to this solicitation is true and correct. I/We understand that failure to complete this form in its entirety may deem our Submittal "Non-Responsive". If our business is not required to have one of the following items, we have attached a letter explaining why.

The signatory below represents that they have the authority to bind the company named below to the Submittal submitted and to any contract awarded as a result of this Solicitation. The authorized signatory acknowledges and agrees, having read and understood the entire Solicitation and the Contract, to be bound by all terms and conditions and to fulfilling the offer made in its Submittal.

Consultant Signature

Company Name

Print Name and Title

Date