



**Solicitation 00320330**  
**Maritime Environmental Long-Term Obligations**

Proposals Due  
October 26, 2020  
12:00 PM PT

Port of Seattle  
Central Procurement Office  
2711 Alaskan Way  
Seattle, WA 98121

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## List of Exhibits

Proposers should become familiar with each of these attachments. Understanding these documents will become part of/or referenced when developing and signing the Service Agreement (the “Agreement”), and any future amendments, for services with the Port of Seattle (“PORT”). These documents are available in electronic format with the solicitation on the PORT’s VendorConnect system.

Exhibit 1: Scope of Work

Exhibit 2: Service Agreement Terms and Conditions

Attachment A – Scope of Work

Attachment B – Fee Schedule

Attachment C – Company Information

Attachment D – Diversity in Contracting Inclusion Plan

Attachment E – Title VI Provisions

Attachment F – Consultant Ethics and Conflict of Interest, CC-2

Under sperate cover:

Attachment G – Environmental Electronic Data Deliverables Instructions to Consultants

Attachment H - Subcontracted Analytical Laboratory Services

Attachment I - Environmental Services Seaport and Real Estate Invoicing Procedures

Exhibits under separate cover:

Exhibit 3: Diversity in Contracting Inclusion Plan

Exhibit 4: Company Information

2018 T-117 Final Annual Rpt\_10\_08\_19

20170220\_QAPP T117 LTMMMP and Sampling

T-117 Final 2019 Annual Monitoring and Maintenance Report \_6\_30\_2020

T117 LTMMMP

T91 Compliance Monitoring Plan

T91 Tank Farm O and M Plan Final

T30 Completion Report\_Figures  
T30 EDR 100percent\_Final\_20181220  
T30 Operation Monitoring Maintenance Plan 3.18.20  
Appendix E\_GW CMP\_20181220\_Final (003)  
Final POS T-30 Construction Completion Report\_022720\_NO ATTACHMENTS  
T18\_HI\_REM\_Design\_Set\_2\_Capping\_Implementation\_Report\_minus app  
Terminal10.OandMplan.final1.7.11  
PSR DNAPL recovery memorandum (AECOM 12-23-0)  
SWHP Operations and Maintenance Manual for Environmental Components



## Solicitation 00320330 Maritime Environmental Long-Term Obligations

The PORT invites written proposals from qualified firms, or teams of firms, interested in providing Environmental Services for Maritime Environmental Long-Term Obligations at various sites.

The PORT intends on issuing one (1) project-specific contract as a result of this solicitation. The initial period of performance of any Agreement resulting from this solicitation is expected to be five (5) years with one five-year option to extend.

### I. Overview of Project

The Scope of Work for this Service Agreement will be for environmental services related to the Port of Seattle's formal agreements with EPA and Ecology at various Port properties including: Southwest Harbor Project (Terminal 5 and Harbor Avenue Landfill); Harbor Island Superfund sites (Terminals 10 and 18), Terminal 91 Ecology Cleanup site, Terminal 117 in South Park, and Terminal 30 container terminal.

Detailed information about the Scope of Work may be found in Exhibit 1 of this solicitation.

### II. Estimated Project Fee

The fee for this Agreement is not to exceed (NTE) \$10,500,000 for the 10 year duration of the Agreement (this includes the initial period of performance plus the option to extend).

### III. Solicitation Schedule

The solicitation schedule is outlined below. The PORT intends to maintain this schedule and requests the same of firms interested in submitting a response to this solicitation. The PORT reserves the right to modify the schedule as circumstances warrant.

<u>Description</u>	<u>Date, Time</u>
Advertisement	September 25, 2020
Pre-Proposal Conference	October 15, 2020, 10:10 AM PT
Last Day to Ask Questions	October 16, 2020, 12:00 PM PT
<b>Proposals Due</b>	<b>October 26, 2020, 12:00 PM PT</b>
Shortlist Notification	Week of November 2, 2020
Interviews/Discussions	Week of November 9, 2020
Request for Revised Proposals Addendum	Week of November 9, 2020
Revised Proposals Due	Week of November 16, 2020
Notice of Selection	Week of November 23, 2020
Execute Agreement	Week of December 28, 2020

## IV. Questions

All questions must be submitted in writing through the PORT's VendorConnect website (<https://hosting.portseattle.org/sops>) by October 16, 2020, 12:00 PM PT, in order to allow adequate time for preparation of a response. Questions are to be posted on the Questions tab of the solicitation on VendorConnect. Questions received after this deadline may not be considered.

## V. Pre-Proposal Conference

The PORT will **not** be offering an in-person Pre-Proposal Conference for this solicitation and intends to conduct a Pre-Proposal Presentation regarding this solicitation on the following date via **Microsoft Teams**:

October 15, 2020

**10:10 AM**

[Join Microsoft Teams Meeting](#)

[+1 425-660-9954](tel:+14256609954) United States, Seattle (Toll)

Conference ID: 292 768 239#

The PORT will upload the presentation in VendorConnect at the start of the meeting. You must RSVP on VendorConnect to join the meeting; however, this will not preclude any firm from proposing. The RSVP list will serve as the attendance sheet.

Please keep in mind:

1. The Pre-Proposal Presentation will start on time;
2. Keep yourself on mute unless the facilitator prompts you;
3. Enter all questions/comments in VendorConnect immediately following the presentation; and
4. Log on 10 minutes in advance to troubleshoot any technical issues you may have.

## VI. Communications

Communication with the PORT regarding this procurement shall be directed to the assigned Contract Administrator listed below. Communication with any other PORT officials will cause the firm involved to be disqualified from this procurement.

Contract Administrator: **Tamara Hamel**

Contract Administrator Email: [hamel.t@portseattle.org](mailto:hamel.t@portseattle.org)

## VII. Diversity in Contracting Program

1. The PORT promotes equitable opportunities for all businesses to participate in the performance of its contracts. It is the intention of the PORT that consultants, contractors, subcontractors, sub-subcontractors, subconsultants and suppliers shall afford equal opportunity while providing materials, supplies, and services for and to the PORT.
2. It is a priority for the PORT to affirmatively expand its efforts to increase WMBE and other diverse participation in PORT contracts and develop tools to ensure that WMBEs and other diverse entities are afforded fair and equitable opportunity to compete for PORT contracts and succeed as consultants, contractors, subcontractors and subconsultants. One of the PORT's Century Agenda

Strategic Objectives is to use its influence as an institution to promote diverse business growth and workforce development.

## VIII. Proposal Submittal Process

1. The PORT is requiring electronic proposals for this solicitation. Hard copy or linked (including but not limited to file hosting services such as Citrix Files and DropBox) proposals will not be accepted.
2. The PORT reserves the right to reject any and all late proposals.
3. Proposals must be delivered through e-mail to [e-submittals-sa@portseattle.org](mailto:e-submittals-sa@portseattle.org). It is the responsibility of the Proposer to ensure timely delivery of proposals.
  - a. The proposal e-mail subject line shall include the firm name and solicitation number (e.g. 123Consulting\_00320330).
    - i. Exhibit 3A: Diversity in Contracting Inclusion Plan, shall be submitted as a separate Word document attachment in the same email.
    - ii. Exhibit 3B: Diversity in Contracting Evidence of Agreement, shall be submitted as a separate PDF file attachment in the same email.
    - iii. Exhibit 4: Company Information, shall be submitted as a separate Excel file attachment in the same email.
    - iv. Appendix: Resumes, shall be submitted as a separate PDF file attachment in the same email.
  - b. The PORT's e-mail server will not accept files larger than 5MB. If the Proposal file is larger than 5MB it shall be sent in multiple emails and be labeled "Email 1 of 5," "Email 2 of 5," etc.
  - c. The PORT's e-mail server will not accept compressed files. By PORT security policy, all compressed files, including .ZIP file attachments, are removed at the email firewall and will not be accessible as part of your Proposal submittal.
  - d. The PORT may use the time stamp on the proposal e-mail(s) to determine timeliness.
  - e. The PORT is not responsible for Proposers' technical difficulties in submitting electronically.
4. Proposal shall meet the following requirements:
  - a. Proposals shall be formatted in searchable PDF format.
  - b. Proposals shall be named with the company name and the solicitation number (e.g. 123Consulting\_00320330). Do not use any special characters in the description.
  - c. The body of the proposal shall be organized in accordance with the Evaluation Criteria. Each section of the proposal may be separated by a separator page. Separator pages will not contain any text beyond the section name.
  - d. The body of the proposal shall be limited to **10** pages of content and with legible font. Pages shall be single-sided, 8.5" x 11" in size. In the event that the body of the proposal exceeds the page limitation, excess pages will not be considered. After removal of the excess pages, the proposal may further be rejected as unacceptable or uncompetitive if the PORT concludes that it would not have reasonable chance for award or is outside the competitive range.
5. The following required items are not included in the page count limitation:
  - a. Cover page and tables of contents are not considered part of the total page count.
  - b. To conserve paper, Proposers should not use separator pages. If included, separator pages are not included as part of the total page count.
  - c. Letter of Interest. Include a 1 page, single-sided Letter of Interest. Include the name, phone number, email address, and mailing address of the point of contact for this solicitation,
  - d. Exhibits
    - i. Exhibit 3A – Diversity in Contracting Inclusion Plan
    - ii. Exhibit 3B – Diversity in Contracting Evidence of Agreement

- iii. Exhibit 4 – Company Information
- e. Appendix – Resumes

## **IX. Overview of the Procurement Process**

### **A. Compliance with Legal Requirements**

1. The procurement of these consultant services will be in accordance with applicable federal, state, and local laws, and PORT policies and procedures. The PORT reserves the right to reject any and all proposals.
2. The PORT will evaluate the proposals in accordance with the provisions set forth herein. If the PORT makes a selection, it will select the Proposer it determines to be the most highly qualified on the basis of its evaluation.

### **B. Addenda**

1. All changes shall be documented via addenda. Proposers are advised to not rely on verbal information or direction. Email notification of addenda will be provided to all firms on the VendorConnect planholders list. Interested firms are responsible for ensuring that current registration information is on the VendorConnect planholders list.

### **C. Minor Informalities and Cancellation**

1. The PORT reserves the right to waive any minor irregularity and/or reject any and all firms and cancel the procurement.

### **D. Costs Borne by Proposers**

1. All costs incurred in the preparation of a proposal, and participation in this solicitation and negotiation process shall be borne by the Proposers.

### **E. Public Disclosure**

1. Proposals shall become property of the PORT and considered public documents under applicable Washington State laws. All documentation provided to the PORT may be subject to disclosure in accordance with Washington State public disclosure laws including the Public Disclosure Act (RCW 42.56). The PORT will determine whether requested documents may be disclosed. In no event shall the PORT be liable for any disclosure of documents and information it deems necessary to disclose under the law.

### **F. Service Agreement Terms and Conditions**

1. A copy of the PORT's Service Agreement Terms and Conditions is contained in Exhibit 2. By offering a proposal, the firm represents that it has carefully read the Service Agreement Terms and Conditions and agrees to be bound by them. Specific insurance requirements for this Agreement are contained in the attachment.

### **G. Conflict of Interest**

1. Proposers have a duty to disclose all potential situations that could present a real or perceived conflict of interest to the PORT. A conflict of interest may exist when a proposing firm has a business relationship with another entity if those services (1) potentially adversely impact the PORT or (2) require or result in disclosure of confidential information. See Consultant Ethics and Conflict of Interest—CC-2 contained in Exhibit 2.
2. The PORT will evaluate whether a Proposer has a relationship, contract, or other activities that may result in the Proposer (1) having a financial interest in a competing business; (2) being

unable, or potentially unable to render impartial assistance or advice to the PORT, or (3) having impaired objectivity in performing the contract. If a conflict of interest exists and the PORT is unwilling to waive the conflict, the PORT will not enter into an Agreement with the Proposer.

3. A Proposer may be precluded from competition if the Proposer has performed prior work for the PORT related to the scope of this solicitation and the PORT determines there is an unfair competitive advantage. A competitive advantage determination may depend on factors such as what prior work was performed, the knowledge and information gained through that work and if that knowledge gives Proposers any advantage over others in proposing on future work that cannot be appropriately mitigated.

H. Protests

1. Protest procedures can be found here: <https://www.portseattle.org/page/procurement-documents>.

**X. Selection Process**

A. Evaluation

1. Proposals and interviews will be evaluated in accordance with the criteria established in this solicitation. The result of the evaluation will be a comparative ranking of Proposers.
2. The PORT may seek clarifications and/or ask for additional information through a request for revised proposal(s). Responses to such requests may be considered in evaluating the proposal.

B. Evaluation Rating

1. The Evaluation Criteria rating reflects the degree to which the written proposal meets or does not meet the minimum performance or capability requirements through an assessment of strengths, weaknesses, deficiencies, and risks of a proposal. Assessment of technical risk, which is manifested by the identification of weakness(es), considers potential for disruption of schedule, increased costs, degradation of performance, the need for increased oversight, or the likelihood of unsuccessful contract performance. If shortlisted for interviews, the same criteria rating applies.

<b>Rating</b>	<b>Description</b>
<b>Outstanding</b>	Indicates an exceptional approach and understanding of the requirements and contains multiple strengths that far outweigh any weaknesses. Risk of unsuccessful performance is low.
<b>Good</b>	Indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low.
<b>Acceptable</b>	Meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
<b>Marginal</b>	Has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.



<b>Unacceptable</b>	Does not meet requirements and therefore contains one or more significant weaknesses or deficiencies, and/or risk of unsuccessful performance is unacceptable.
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Refer to Section XII for additional definitions.

**C. Interviews**

1. If an award is not made based on the written evaluations alone, the PORT may conduct interviews with Proposers in the competitive range following evaluations of the proposal.
  - a. Interview questions may include topics from the Evaluation Criteria and Scope of Work.
  - b. Proposers may not be given questions in advance of the interviews
  - c. Formal presentations are generally not allowed unless specifically requested by the PORT.
  - d. Failure to participate in the interview process may result in the Proposer’s disqualification from further consideration.

**D. Discussions**

1. The PORT, at its option, may elect to conduct discussions regarding the technical proposal and/or Diversity in Contracting Inclusion Plan. During discussions, the PORT will identify any material weaknesses and have an opportunity to ask questions about the proposal. This will be an informal conversation and will not be rated.
  - a. Based on the information acquired during the discussion, the PORT may issue an addendum requesting a revised proposal(s).
  - b. Proposers may have the opportunity to revise its proposal in response to the additional information provided by the PORT. Proposer shall submit the information detailed in the addendum and by the time and date specified.

**E. Notice of Selection**

1. The PORT Notice of Selection will be made to the highest rated firm(s).
2. Within seven (7) business days of receiving Notice of Selection, the selected firm(s) shall provide the following:
  - a. Firm Input Sheet – The selected firm shall submit a list of all anticipated personnel, including subconsultant personnel, along with a summary of each person’s qualifications and proposed fully-burdened hourly billing rate. Please see the “Professional Rate Negotiation Process” document in the Service Agreements section of the PORT’s Procurement Documents webpage (<https://www.portseattle.org/page/procurement-documents>). An overview of the rate negotiation process and an example of the firm input sheet, along with instructions, is provided for reference. Refer to Section V.E of the Service Agreement Terms and Conditions for the annual rate escalation clause.
  - b. The PORT anticipates the following positions will be the most relevant for the Agreement. This list is not comprehensive, and the selected firm(s) may propose additional specialties or titles in order to fulfill the anticipated scope of work:

- Administrator - Database
- Engineer - Environmental
- Manager/Principal - Environmental Engineering
- Manager/Principal - Natural Scientist
- Project Assistant
- Project Controls - Documentation
- Scientist - Environmental

Scientist - Geologist  
Scientist - Hydrogeologist  
Specialist - Environmental Permitting  
Specialist - GIS  
Specialist - Occupational Health and Safety  
Specialist - Toxicology, Environmental Risk Assessment  
Technical Expert - Environmental Engineering  
Technician - Environmental  
Technician - Environmental Engineering  
Technician - Occupational Health and Safety  
Technician - Remediation (RMM)  
Writer - Technical Editor  
Project Manager - Environmental  
Project Manager - Geotechnical Engineering  
Manager/Principal - GIS/Modeling

3. The PORT reserves the right to conduct negotiations after the selection decision.
4. If the PORT does not receive the Firm Input Sheet within the specified time frame or is unable to finalize an Agreement with the top-rated firm, the PORT may either enter into negotiations and contract with the next ranked firm or cancel the procurement.

## **XI. Evaluation Criteria and Proposal Information**

The evaluation criteria will be used to rate the proposals and are listed in relative order of importance, with Criteria A and B are approximately equal, and both are moderately more important than C. If conducted, interviews are of equal importance to A and B.

All criteria are important, however, and Proposers should provide equal attention to thoroughly responding to each criterion. In responding to the evaluation criteria, proposals should be organized so that the Proposer's qualifications are clearly illustrated in each of the categories, using the proposal requirements for each criterion.

As part of the evaluation of all criteria, the PORT will consider the overall quality of the material presented, such as formatting and proposal layout; spelling and grammatical accuracy; legibility of figures and chart information; quality and relevance of graphical presentations; coherent and logical flow of written responses; and accuracy of information presented.

### **A. Specialized Experience and Technical Competence of Key Individuals/Firm**

Note the following are requirements for the Firm and/or Key Individuals:

1. Consultant must have successfully performed at least two (2) contracts with public or private agencies with services similar to those for this contract, including remedial site monitoring with the EPA and/or state regulatory oversight.
2. Consultant must have a minimum of five (5) years continuous experience during which environmental consulting services have been a primary business service.
3. Consultant must have a local office within 60 miles of Seattle. The Project Manager, Field Lead and field staff shall be located within 60 miles of Seattle.

4. Consultant personnel must be trained in accordance with all pertinent hazardous waste, emergency response.
5. Project Manager shall have experience on at least three (3) projects within the last seven (7) years involving remedial site monitoring with Ecology or EPA oversight and with source control and surface water, groundwater and sediment pathways of concern.
6. Consultant personnel must include at least 2 years of current/recent experience with environmental treatment equipment (e.g., air sparging, soil-vapor extraction, methane gas extraction, and vapor effluent oxidizer) operations and maintenance. The team or individual will be proficient in mechanical and electrical systems and program logic controllers.
7. Consultant personnel should demonstrate experience and knowledge in contaminate fate and transport related to weathered petroleum products, including residual-saturated and free-phase product in near-shore, marine environments.

The PORT will evaluate:

1. The specialized experience and technical competence of the key individuals who will provide the requested services as detailed in the Scope of Work, including but not limited to the proposed project manager, major subconsultants, and key staff from each firm.
2. The proposed firm's recent experience and expertise in providing services similar in scope and complexity as those detailed in the Scope of Work.
3. Similar In Scope & Complexity: State or federal cleanup sites of similar scope and complexity might include: An upland site that is adjacent to an impaired waterway/river that includes Agency negotiations associated with a long-term, formal cleanup with changing/evolving direction and milestones; documenting and completing (i.e., reach closure) the requirements of a formal Order; site work and monitoring on a large, active industrial property adjacent to a marine environment and federal Superfund site; and working for a public client with rigorous project controls and contracting requirements.

#### Proposal Requirements:

1. Include brief resumes of the key individuals who will provide the requested services as detailed in the Scope of Work. Brief resumes shall include, at a minimum, the following information:
  - a. Full name.
  - b. Proposed title and position on the project.
  - c. Relevant employment history, education and professional licensure(s).
  - d. Key Individuals are:
    - i. Project Manager – responsible for managing the project on behalf of multiple Parties with tasks that require organizing, managing, coordinating and providing quick turn-around responses.
    - ii. Contaminate fate and transport Lead- responsible for assessment of contaminate fate and transport related to weathered petroleum products, including residual-saturated and free-phase product in near-shore, marine environments
    - iii. Remediation System Lead – responsible for design, evaluation and optimization of existing or new remediation systems and engineering controls
    - iv. Field Lead – responsible for implementing tasks associated with the various long term monitoring plans and coordinating with Port tenants for site access

2. Include a representative list (no more than 3) of recent or current projects performed by the key individuals or firm who will provide the requested services. One page maximum.  
Responses shall include at a minimum, the following information:
  - a. Project name, location, duration, and dates key staff worked on the project.
  - b. Brief description of the key staff's role on the project and how that role relates to the project detailed in the Scope of Work.
  - c. Strategic, effective and/or creative accomplishments related to each project that relate to the Projects that are Similar in Scope and Complexity as defined above.
  - d. Contract/Project value.
3. Appendix – Resumes: Include full (one-page per person) resumes of the key individuals who will provide the requested services as detailed in the Scope of Work

## **B. Project Approach**

The PORT will evaluate:

1. Proposer's problem identification and proposed approach to accomplish the work as described in the Scope of Work and, appropriate, demonstrated capability to explore and develop innovative or scope-reducing project recommendations.
2. Proposer's approach will be evaluated for comprehensiveness, accuracy of understanding of key issues and risks, and cogency of strategic thinking. Innovative approaches to mitigating predicted risks, where appropriate, will be rated favorably.

### Proposal Requirements

1. Provide a 2-page response to the Project Approach items above. Use section headings to organize the response
2. Expand on perception of project considerations and key challenges, including special problems and risks.
3. Expand on approach to meeting key challenges and identify potential mitigating measures to address special problems and risks.
4. Recommend methodology or approach for addressing the Scope of Work.
5. Provide one unique and innovative approach, suggestion, or technique that may provide efficiency, cost savings, or improved outcome to the project.
6. Provide a 1 page level of effort by hours for each Key Individual/Firm to complete each phase of the project.

## **C. Diversity in Contracting Inclusion Plan**

The PORT will evaluate:

1. The firm's inclusion plan detailing the anticipated diverse business participation, inclusion strategy, team composition; and affirmative efforts in seeking to meet or exceed the PORT's Diversity in Contracting aspirational goal of **12%**.
2. Answers to Questions 1 through 7 of Exhibit 3, Section VII, Affirmative Efforts/Business Support Strategies.

3. The firm's commitment to track goal attainment, including but not limited to, submitting monthly payment information for tracking purposes and meeting monthly with the PORT to discuss progress.

### Proposal Requirements

1. Exhibit 3A – Diversity in Contracting Inclusion Plan (Word Document)
2. Exhibit 3B – Diversity in Contracting Evidence of Agreement (PDF)
3. Exhibit 4 – Company Information (Excel Workbook)

### **D. Interview**

If conducted, the interview will consist of an approximately one-hour question and answer meeting. The PORT will evaluate:

1. The Proposer's response to questions regarding experience, past projects, collaboration with clients, etc.
2. The Proposer's effectiveness to communicate verbally, and ability to answer questions clearly, concisely, and with specific examples.

### **XII. Definitions**

The following definitions shall apply throughout this solicitation.

- A. Best Value means the expected outcome of a procurement that, in the PORT's estimation, provides the greatest overall benefit in response to the requirements.
- B. Deficiency is a material failure of a proposal to meet a requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
- C. Significant Weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.
- D. Strength is an aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous during contract performance.
- E. Weakness means a flaw in the proposal that increases the risk of unsuccessful contract performance.
- F. Women or Minority Business (WMBE) is an umbrella term that includes MBE, WBE, CBE and MWBEs
- G. Minority Business Enterprise (MBE) is a business that is at least 51 percent (51%) owned and controlled by minority (including, but not limited to African Americans, Native Americans, Asians, and Hispanics) group members.
- H. Women Business Enterprise (WBE) is a business that is at least 51 percent (51%) owned and controlled by women.
- I. Minority Women Business Enterprise (MWBE) is a business that is at least 51 percent (51%) owned and controlled minority women (including, but not limited to African Americans, Native Americans, Asians, and Hispanics) group members.
- J. Combination Business Enterprise (CBE) is a business that is 51% owned and controlled by a combination of minorities or women that would not otherwise meet the definition of MBE, WBE, MWBE.

- K. Small Business Enterprise (SBE) is a business that meets the applicable size standards adopted by the U.S. Small Business Administration. An SBE may be either a Certified Small Business or a business that is self-declared to meet the applicable U.S. Small Business Administration size standard. NAICS codes commonly used along with the applicable Small Business Administration size standards can be found at the following web address:  
<https://www.sba.gov/contracting/getting-started-contractor/make-sure-you-meet-sba-size-standards/table-small-business-size-standards>
- L. Veteran Business Enterprise (VOB) is a business that is at least 51% owned and controlled by a veteran or service member.
- M. LGBTQ Business Enterprise (LGBTQBE) is a business that is at least 51% owned and controlled by one or more individuals who identify as LGBTQ.

## **Exhibit 1 Scope of Work**

### **Background**

The Port has entered into various environment cleanup agreements over the years to facilitate increasing Seaport operations. The sites listed below include long term monitoring and maintenance obligations to confirm the protectiveness associated with the final cleanup of these properties. Below is a list of sites and their corresponding obligations that will be supported by this contract.

Terminal 5 Ecology State Cleanup Sites – In the past, as part of the Terminal 5 Southwest Harbor redevelopment, the Port completed remediation at four sites under three Consent Decrees with Ecology. Current obligations include on-going cap inspection and maintenance of the cap in the four areas and operation and maintenance of a methane vapor extraction system associated with the consolidated landfill area.

Terminal 5 Pacific Sound Resources (PSR) EPA Superfund Site – This site was cleaned up under an Order with EPA as part of the Terminal 5 Southwest Harbor redevelopment project. Ongoing obligations include continuing to perform required cap inspection and cap maintenance, product recovery activities and monitoring EPA activities related to the groundwater and the off-shore sediments.

Harbor Island EPA Superfund Site Soil and Groundwater Operable Unit – Terminal 18 is located within this Superfund site. Cleanup of this site was performed under a Consent Decree with EPA. Long-term cap maintenance and inspections have been initiated as required under the Record of Decision.

Terminal 10 Lockheed – Lockheed previously performed the upland and sediment cleanup required at the site. The Port's continuing obligation is to maintain the upland cap and the habitat restoration area, manage any contaminated soil and groundwater encountered or removed during redevelopment or maintenance activities, and to protect Lockheed's groundwater monitoring wells. Under the Terminal 10 Uplands capital project, storm water drainage and upland cap improvements were completed in early 2012. Long term stormwater solids sampling was initiated after the capital project as a condition of EPA approval.

Terminal 91 Ecology Cleanup Site – This site is regulated under both a dangerous waste permit and a Model Toxics Control Act Order. Cleanup of the upland portion of the site was completed in 2015 and long-term operation and maintenance, cover inspection and compliance monitoring has begun. The Order also required investigation and cleanup of newly discovered upland discrete units. The sediment portion of the site is being performed under a different order and consultant.

Terminal 117 Sediments, Bank and Uplands – EPA identified the Port's Terminal 117 (T-117) in South Park as an Early Action Area (EAA). The cleanup of the T-117 EAA is complete and now long-term monitoring work is performed by the Port with a cost sharing agreement with the City. Long-term Monitoring and Maintenance (LTMMMP) of the site began in 2017/18, per the EPA approved LTMMMP plan, which includes annual upland inspections, biennial sediment sampling, and annual reporting. Inspection of the adjacent city stormwater system in the neighborhood is performed by the City.

Terminal 30 Ecology Cleanup Site – Terminal 30 supports a mechanical, , in-situ groundwater treatment system consisting of air sparging (AS), soil vapor extraction (SVE), and SVE effluent treatment using an oxidizer. Free-phase petroleum product recovery is performed monthly using drum-vacs and vacuum trucks. The Port completed construction of the treatment system and began operations in September 2019. Long-term operation, maintenance and monitoring of the treatment system is expected to continue for several years.

### **Scope of Work Description**

The Scope of Work for this Service Agreement will be for environmental services related to the Port of Seattle's formal agreements with EPA and Ecology at various Port properties including: Southwest Harbor Project (Terminal 5 and Harbor Avenue Landfill); Harbor Island Superfund sites (Terminals 10 and 18), Terminal 91 Ecology Cleanup site, Terminal 117 in South Park, and Terminal 30 container terminal.

### **Tasks and Deliverables**

#### **1. Terminal 5 Ecology sites and EPA site**

- 1.1. Cap Inspection and Repair Support- Complete routine inspections of caps, drainage, fences, signs and other institutional and engineering controls established as part of long-term monitoring plans. Work includes routine inspections, as well as assisting the Port in the design, planning and execution of scheduled and un-scheduled maintenance and repair projects and cap upgrades.
- 1.2. Perform product recovery following procedures established in the Upland Groundwater Remedy Sampling Analysis Plan and the PSR Terminal-5 Product Recovery Memo from AECOM dated 12/23/2009.
- 1.3. Perform routine monthly and semi-annual landfill gas monitoring and routine operation and maintenance as specified in the Operation and Maintenance manual for the Methane Collection system, the Terminal 5 Operation and Maintenance manual for Environmental Components, quarterly reports and established maintenance forms. Coordinate access with tenants, property management and others as required. Maintain and oversee repairs/improvements to the system.
- 1.4. Continue pilot study to support permanent active system shutdown and decommissioning. If system requires reactivation perform an engineering review of the historic system and monitoring results and make recommendations for improvements including designing new system.
- 1.5. Assessment and characterization of potential newly discovered releases within and adjacent to Terminal 5.

#### **Deliverables**

- A. Quarterly Progress Reports due two weeks following quarterly activities.
- B. Semi Annual Inspection Reports due three weeks following semi-annual activities
- C. Annual Reports due four weeks following annual activities



## **2. Harbor Island (Including Terminal 10 and Terminal 18)**

- 2.1. Cap Inspection and Repair Support- Complete routine inspections of caps, drainage, fences, signs and other institutional and engineering controls established as part of long-term monitoring plans (Design Set #2 Capping Implementation Report, dated February 14, 2006). Work includes routine inspections, as well as assisting the Port in the design, planning and execution of scheduled and un-scheduled maintenance and repair projects and cap upgrades.
- 2.2. Sediment trap sampling as outlined in the "Port of Seattle Terminal 10 Operations & Maintenance Plan" dated January 7, 2011.

### **Deliverables**

- A. Annual Inspection and Maintenance Reports due four weeks following inspection activities

## **3. Terminal T91 uplands**

- 3.1. Documentation, Communication and Reporting- Preparation of reports, letters, memorandums and other communications to Ecology regarding the status of activities relative to environmental conditions, controls and monitoring at the site.
- 3.2. Cover Inspection and Repair Support- Complete routine inspections of cover, drainage, fences, signs and other institutional and engineering controls established as part of long-term monitoring plans and the restrictive covenant. Work includes routine inspections, as well as assisting the Port in the design, planning and execution of scheduled and un-scheduled maintenance and repair projects and cover upgrades.
- 3.3. Perform product recovery following procedures established in the T91 Tank Farm Cleanup Operation and Maintenance plan, PES dated 7/11/2013. Product monitoring and water level measurements are currently performed quarterly.
- 3.4. Perform compliance monitoring as specified in the Compliance Monitoring Plan, PES dated 7/11/2013. Groundwater Compliance monitoring is performed on an annual basis in May. Maintain monitoring network including inspection, maintenance, repair or appropriate abandonment of LNAPL or groundwater monitoring wells.
- 3.5. Perform investigation and support cleanup of any newly discovered contamination as directed by the Port PM.

### **Deliverables**

- A. Quarterly Progress Reports are due to Ecology on the 20<sup>th</sup> of January, April, August and October
- B. Annual Inspection Reports
- C. Annual Reports due in January for T91
- D. Reports as needed to document new discoveries or construction related investigations

## **4. Terminal 117 Long-Term Monitoring**

- 4.1. Perform the Upland and In-Water inspection, monitoring, maintenance and reporting requirements established for the Port of Seattle presented in the EPA approved Final Joint Long-Term Monitoring and Maintenance Plan (LTMMMP, September 2018), and as listed below.
- 4.2. Documentation, Communication and Reporting- Preparation of reports, letters, memorandums and other communications to EPA regarding the status of activities relative

to environmental conditions, controls and monitoring at the site. See the attached 2018 and 2019 Annual Monitoring and Maintenance Report.

- 4.3. Upland and Nearshore Inspection and Maintenance Support- Complete routine inspections of the site and shoreline, and other institutional and engineering controls established as part of long-term monitoring plan. Work includes routine inspections, as well as assisting the Port in the design, planning and execution of scheduled and un-scheduled maintenance and repair projects that are a result of the inspections.
- 4.4. Perform biennial, in-water sediment sampling, laboratory analyses, and reporting in accordance with the LTMMP and QAPP.
- 4.5. Support future habitat construction related activities as they relate to environmental components of the LTMMP and as required by EPA.
- 4.6. Provide various other environmental support services that are in preparation of or as resulting from the regulatory 5-year review process (expected in 2022).

### **Deliverables**

- A. Annual Monitoring and Maintenance Reports

## **5. Terminal 30 Groundwater Treatment System**

- 5.1. Perform the Operation, Maintenance, Monitoring and Reporting of the Terminal 30 Groundwater Treatment System, including product recovery, in general accordance with the Ecology Project Documents, including:
  - Ecology Consent Decree for Terminal 30 Site, and Appendices (Cleanup Action Plan)
  - T30 Final Engineering Design Report (December 2018), and Appendices (Groundwater Compliance Monitoring Plan)
  - T30 Construction Completion Report (currently draft document, final anticipated around January 2021)
  - T30 Year 1 Annual Operation and Monitoring Report (currently draft document, final anticipated around April 2020)
  - T30 Operation, Monitoring & Maintenance Plan (April 2020) and updates/revisions
- 5.2. Documentation, Communication and Reporting- Preparation of reports, letters, memorandums and other communications required by Ecology regarding the status of activities relative to environmental conditions, controls and monitoring at the site.
- 5.3. Site Inspection and Support- Complete routine inspections of the treatment system equipment and controls, security devices and signs, and other institutional and engineering controls established as part of long-term monitoring plans.
- 5.4. Perform routine treatment system monitoring, operation and maintenance as specified in the Operation and Maintenance manual. Coordinate, as needed, support from Marine Maintenance and other subcontractors, access with tenants, property management and others as required. Maintain and oversee repairs/improvements to the system.
- 5.5. Perform product recovery following procedures established in the O&M Plan. The recovered product has at times profiled as potentially ignitable but not as a state Dangerous Waste.
- 5.6. Perform routine oxidizer monitoring, sampling and reporting to Puget Sound Clean Air Agency

## **Deliverables**

- A. Quarterly Progress Reports to Ecology
- B. Annual Inspection Reports

## **6. General Tasks applying to all sites listed above**

- 6.1. Documentation, Communication and Reporting- Preparation of reports, letters, memorandums and other communications to EPA and Ecology regarding the status of activities relative to environmental conditions, controls and monitoring at state- and federal-lead sites.
- 6.2. Support redevelopment related activities as they relate to environmental components.
- 6.3. Regulatory Support - Assist the Port in reviewing the scope of ongoing monitoring requirements. Facilitate communication with Ecology regarding changes or conditions of the treatment system, site maintenance and terminal repair or improvement needs.
- 6.4. Construction Support- Conduct oversight and implementation of Port environmental policy and procedures during construction activities at state- and federal-lead sites. Coordinate environmental requirements, monitor contractor performance relative to environmental requirements, liaison with the Port and Contractor representatives for oversight of and/ or conducting environmental monitoring and sampling, and documenting environmental conditions at the construction site.
- 6.5. Recovery, Storage, and Disposal of Waste Materials- Manage, coordinate and document the recovery, storage and disposal of waste materials generated from site activities described in this scope of work. The waste materials include but are not limited to soil cuttings, purge groundwater, NAPL, disposable personal protective equipment, disposable sampling equipment.
- 6.6. Provide various other environmental support services that are in preparation of or as resulting from the regulatory 5-year review process.
- 6.7. Project Support and Services- Project support and services include but are not limited to the following:
  - 6.7.1. Maintain and occasionally update an existing Public Outreach and Participation Plan (prepared by others) for the project site.
  - 6.7.2. Provide project controls that may include: budget tracking and forecasting; scope updates and progress reports; schedule tracking and reporting; grant and other cost recovery (including litigation) support; contract, WMBE utilization and CPO support and documentation. Project controls will be reported, presented, and sufficient to allow the consultant and Port PM to track costs, scope, and forecasts on a monthly basis.
- 6.8. Provide other support as required to comply with formal agreements.

Deliverables: Reports as requested or required.

## **Other Direct Costs**

- 1. Analytical Laboratory Services
- 2. Field equipment and PPE
- 3. Drilling Services