



**PORT OF BREMERTON**

Invitation for Proposal #01-25-10008

Economic Impact Study: Port of Bremerton Facilities

Proposals Due June 30, 2025, at 3:00 PM

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## I. NOTICE

**NOTICE IS HEREBY GIVEN** that the PORT OF BREMERTON (Port) is soliciting proposals for the commissioning of a study that reports the direct and indirect Economic Impact of the Port.

**SCOPE AND NATURE OF WORK:** This study should include estimates of sales, employment, labor income and selected taxes generated by the Port. The Port is composed of three major activities: Port Orchard and Bremerton Marinas, Bremerton National Airport, and the Olympic View Industrial Park. The Port anticipates the cost of the project to be in the range of \$50,000-\$75,000.

**PROPOSAL SUBMITTAL INFORMATION:** Submit proposals by 3:00 PM (PDT) June 30, 2025, electronically (e-mail preferred) to Arne Bakker, COO (arneb@portofbremerton.org) with cc to Ellen Ataie, Contract Administrator (ellena@portofbremerton.org). Request a delivery and read receipt. The Port's Administration Offices are located at 8850 SW State Hwy 3, Bremerton, WA 98312.

No public bid opening will be held.

**BIDDER RESPONSIBILITY CRITERIA:** The Port is soliciting proposals in accordance with n RCW 53.19.010(6).

Additional reference information may be located at: <https://www.portofbremerton.org/bids-contracts>. Responses to questions, if warranted, be posted online at the link above. must be received in writing via e-mail to ellena@portofbremerton.org and CC: arneb@portofbremerton.org no later than June 20, 2025, at 4:30 PM.

## II. SCOPE

The Port of Bremerton (Port) is soliciting proposals for the commissioning of a study that reports the direct and indirect Economic Impact of the Port. This report should include estimates of sales, employment, labor income and selected taxes generated by the Port. The Port is composed of three major activities: Port Orchard and Bremerton Marinas, Bremerton National Airport, and the Olympic View Industrial Park. The Port previously completed Economic Impact Study in 2019.

### **The following are the areas of focus for the study:**

1. Economic Impact of Marina Use (Bremerton and Port Orchard, 793 Slips)
  - a. Tenants (Mooring Customers)
    - Spending Categories: Slip fees, maintenance services, fuel, provisioning, dining, retail, and local lodging for visiting family/friends.
    - Estimated Average Annual Spend per Tenant: To be determined via survey.
    - Economic Impact:
      - Direct: Payments to marina, local marine services, and retail.
      - Indirect: Spending by marina suppliers and services.
  - b. Liveaboard Tenants (+/- 20 in each marina)  
Characteristics: Higher year-round presence, regular consumption of local goods and services.
    - Spending Categories: Utilities, groceries, local transportation, recreation, and services.
    - Multiplier Effects: Strong induced impact due to continuous local presence.
  - c. Guest Moorage
    - Short-Term Visitors: Typically high-spending per visit, concentrated in local dining, entertainment, and retail.
    - Tourism Impact: Supports hospitality sector.
    - Assumptions Needed: Average length of stay, spending per visit.
  - d. Recreational Charters
    - Businesses Based at Marinas: Fishing charters, sightseeing, private rentals.
    - Revenue Streams: Charter fees, tips, fuel, supplies.
    - Secondary Benefits: Spending by clients in local hospitality and tourism sectors.
2. Economic Impact of General Aviation Tenants (Bremerton National Airport, 200 Aircraft)
  - Proposed Survey Approach:
    - Online platform
    - Capturing data on: Fuel purchases, hangar/tie-down fees, maintenance, avionics, parts, flight training, and spending by visiting pilots/passengers.
    - Survey to be distributed using existing Port contact database.
  - Expected Economic Impact:
    - Direct: Expenditures at FBOs, maintenance shops, and hangars.
    - Indirect: Supply chain activities.

### Other Airport-Related Economic Activities

- a. Airport Diner
  - Impacts: Employment, food service purchases, tourism attraction.
  - Potential Metrics: Annual revenue, employment headcount, local sourcing.
- b. Air Freight
  - Key Impacts: Support for regional logistics and commerce.
  - Assumptions Needed: Volume/value of freight handled, employment involved.

c. Medical Airlift

- Impacts: Specialized employment, emergency response support, induced spending.
- Qualitative Value: Public health and access, community benefit.

d. Port of Bremerton Operations

- Direct Employment & Expenditures: Wages, contracts, maintenance, facility improvements.

3. Direct Economic Activity from Industrial Park Tenants

- Approach:
  - Inventory of tenants and NAICS codes
  - Survey to capture:
    - Employment
    - Gross revenue
    - Capital investment
- Expected Output:
  - Summary table of economic output, employment, and tax contributions
  - Use of economic modeling (e.g., RIMS II multipliers) to estimate regional impact

**Deliverables:**

- Narrative report with visuals
- Tables and charts summarizing spending and jobs
- One (1) update to Port Commissioners in person or via zoom
- One (1) presentation of final report to Port Commissioners

**Agency Resources:**

The Port can make available any data or previous reports it has to the consultant to complete the study. The Port utilizes Constant Contact which can be a resource for the study.

Additional information and previous study reports can be found online at:  
<https://www.portofbremerton.org/economic-impact>

### **III. SELECTION CRITERIA**

At a minimum, the proposer should submit the following information with their proposal:

#### **Company Information**

- Company name and UBI number.
- Address, phone, and e-mail.
- Names and titles for key personnel for the study.

#### **Proposal Content**

- Proposal for services to be rendered and a pricing structure for the cost proposal.
- Experience, approach, and methodology.
- References for projects of a similar nature and any publicly available website links to published reports or studies conducted demonstrating previous work.
- Electronic materials shall be delivered in pdf (preferred) or similar format compatible with Windows. The page count is at the discretion of the proposer.

#### **Evaluation Criteria**

Following criteria will be considered during the selection process:

- Ability and capacity to perform.
- Responsiveness to solicitation requirements.
- References and quality of examples of similar work.
- Proposal cost.
- Ability to meet the needs of the Port.
- Ability to comply with statutes and rules relating to the contract and service.

#### **Selection Process**

- Port evaluators will select form among the responding proposals and may choose to invite a proposer to a virtual interview.
- The Port may choose to negotiate and further define a scope of work with the chosen qualified proposer.
- The Commission will authorize the award and contract for contracts of \$50k or higher.
- Proposers taking exception to the sample contract terms or are not responsive to the RFP may not be further considered.

**PORT OF BREMERTON  
AGREEMENT FOR PERSONAL SERVICES  
(CHAPTER 53.19 RCW)**

This **AGREEMENT FOR PERSONAL SERVICES** ("Agreement") is made and entered into as of the later of the two signature dates below, by and between:

**PORT OF BREMERTON**  
Attn: Jim Rothlin  
8850 SW State Highway 3  
Bremerton, WA 98312

(the "Port")

AND

Attn:

("Consultant")

**Term of Contract:** \_\_\_\_\_

- **SCOPE OF WORK:** See attached Exhibit "A"
- **COMPENSATION:** The Consultant shall be compensated on the basis of hours worked and expenses incurred by its employees at the rates shown herein: See attached Exhibit "B".
- **GENERAL PROVISIONS:** Services covered by this Agreement shall be performed in accordance with the General Provisions (which are attached hereto and form a part of this Agreement) and any attachments or schedules.
- **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the later of the dates indicated below. By signing below, each signatory represents that he or she has authority on behalf of his or her respective party to enter into this agreement, which shall be binding upon the parties according to its terms.

**PORT OF BREMERTON**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## GENERAL PROVISIONS

In consideration of the mutual covenants and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Scope of Work.** The objective of this Agreement is the timely preparation, completion and/or delivery of the scope of work and/or deliverables described in Exhibit "A" issued pursuant to and governed by the terms of this Agreement. A copy of the Exhibit "A," is attached hereto and incorporated herein by this reference. Additional tasks and/or Amendments to Exhibit "A" shall be attached hereto as Amendments and shall be made part of this Agreement upon approval as required herein. Any Amendment issued by the Port prior to the termination date of this Agreement shall be governed by the terms of this Agreement until completed even if the Amendment work extends beyond the termination date of this Agreement.

1.1 Services covered by this Agreement shall be performed in accordance with the provisions and any attachments or schedules. Except as may be otherwise provided for herein, this Agreement may only be amended by the mutual consent of both parties hereto, in writing and signed by duly authorized representatives of both parties.

**2. Term of Agreement.** The Consultant shall not begin work under the terms of this Agreement until the Port has specifically authorized the Consultant to do so in writing. The time required for completion of all work and, if appropriate under a schedule for completion of phases of the work, shall be specified. The completion date may be modified only upon written agreement of the parties hereto. The completion dates for Exhibit "A", may be, but are not required to be, extended in the event of a delay caused by Extra Work requested by the Port, or if the Consultant's work is delayed by unavoidable circumstances beyond the control of the Consultant and which the Consultant could not reasonably have anticipated. This Agreement may be extended for multiple terms at the sole discretion of the Port and subject to budget appropriations and Commission approval when required; if so extended, all of the terms and conditions herein shall apply to such extension.

**3. Compensation and Payment.** The Consultant shall be compensated on a retainer basis with the exception of travel on behalf of and approved in advance by the Port. The Consultant

shall receive no other payment for materials or disbursements unless expressly allowed by Exhibit "A".

3.1 Consultant shall supply Port with a monthly invoice and written documentation, satisfactory to Port, for all amounts due under this Agreement, including but not limited to project status and a narrative progress description of services rendered that is acceptable in form to the Port. All invoices submitted by Consultant to Port shall reference any applicable billing codes provided by Port to Consultant. Any applicable taxes shall be listed as separate line items on each Consultant invoice. All invoices and documentation may be reviewed and audited by Port and payment may be subject to review or audit. Subject to the preceding, payments shall be due net thirty (30) days of receipt of such invoice by Port. In no event shall the Port be charged interest on payments due under this Agreement. If required by Port, Consultant shall provide periodic forecasts of its total fees and costs incurred to date. With regard to time and materials, only the reimbursable expenses specifically listed in the attached Exhibit "A" will be payable expenses under this Agreement.

3.2 If Exhibit "A" specifies that the work is to be performed is on a fixed fee basis, the Consultant shall be paid the amount of the fixed fee as consideration for full and satisfactory performance of the work regardless of the Consultant's cost to perform the work. The Port shall have sole authority for determining when all work has been satisfactorily performed by the Consultant. The Consultant's payment for the work shall not exceed the specific amount unless authorized in writing by the Port, as provided herein. The fixed fee amount comprises all of the Consultant's payment for the work and includes without limitation all costs of salaries, overhead, non-salary expenses (including, but not limited to, travel, reproductions, telephone, supplies, and fees of outside consultants), as well as the Consultant's profits. The Consultant's payment for the work shall not exceed the specified amount unless first authorized by the Port.

3.3 The Consultant shall obtain the prior written approval of the Port for any charges for additional

services by the Consultant, the additional services of others retained by Consultant, or the furnishing of additional supplies, materials or equipment. The Consultant shall not be entitled to compensation for any such additional charges incurred in violation of this paragraph.

4. **Payment of Subconsultants.** At the time of project completion, the Consultant agrees to certify to the Port that all employees (including without limitation any union fees and any benefit plans), and subconsultants have been paid in full. Final payment shall be preconditioned upon receipt of such certification by the Port; the Port may, in its sole discretion, withhold final payment until receipt of such certification. The Consultant shall be solely responsible for the performance and payment of any and all subconsultants. All such subconsultants shall possess all licenses and insurance as required by the laws of the State of Washington.

5. **Termination.** This Agreement may be terminated by either party upon seven (7) days' written notice should one party fail to perform in accordance with its terms through no fault of the other. In the event the party that fails to perform is the Consultant, the determination of "fail to perform in accordance with its terms" shall be in the sole judgment of the Port. In the event of termination, the Consultant shall be compensated for satisfactory services performed to the termination date by reimbursement of the Consultant's actual costs directly related to the project plus normal overhead and reasonable profit. The Port shall have sole authority for determining when all work has been satisfactorily performed by the Consultant. In no case, however, shall such reimbursement exceed the agreed upon fee as approved and amended by the Port. Any work product generated by the Consultant prior to such termination shall be the sole property of the Port, and the Consultant agrees to provide the Port with all such materials. If the accumulated payment made to the Consultant prior to notice of intent to terminate exceeds the total amount that would be due as set forth herein above, then no final payment shall be due, and the Consultant shall promptly reimburse the Port for the excess paid.

5.1 Further, this Agreement may be terminated by the Port at any time for any reason whatsoever, at the sole discretion of the Port, with seven (7) days' written notice. If the Port terminates for convenience, the Port will pay according to the

payment terms as provided in Paragraph 5, above. If, after termination for failure of the Consultant to fulfill contractual obligations, it is determined that the Consultant has not so failed, the termination shall be deemed to have been effected for the convenience of the Port.

5.2 In addition to the above, the Port reserves the right to suspend all or any portion of the work and services for Consultant's default or Port's convenience. If the Consultant's work is delayed for more than thirty (30) calendar days due to circumstances for which the Consultant is responsible, the Port may find the Consultant in default and terminate the Task Order and/or this Agreement.

6. **Deviations from Scope of Work.** The Port may at any time issue written directions within the general scope of this Agreement. If any such direction causes an increase or decrease in the cost of this Agreement or otherwise affect any other provision of this Agreement, the Consultant shall immediately notify the Port and take no further action concerning those written directions until such time as the parties have executed a written change order. No additional work shall be performed or charges incurred unless and until the Port approves in writing the change order and the increased cost thereof. Any work done in violation of this paragraph shall be at the sole expense of the Consultant. Additionally, the Port reserves the right to modify the amount spent for identified project tasks within the scope of work, provided that the Contract Amount, as may be modified under Paragraph 3.3, is not exceeded.

6.1 The Consultant shall make all revisions and changes in the completed work under this Agreement as are necessary to correct the Consultant's, and those of its subconsultants errors or omissions, without additional compensation from Port.

7. **Insurance.** Consultant, if requested, shall provide the Port with evidence that Consultant has obtained and is maintaining the insurance listed as follows:

7.1 Workers' Compensation Insurance as required by law.

7.2 Employers' Liability Insurance (bodily injuries) with a limit of One Hundred Thousand Dollars (\$100,000) per occurrence with an insurance company authorized to write such insurance in all states where the Consultant will

have employees located in the performance of its work covering its common law liability to such employees.

7.3 Commercial General Liability Insurance with limits of One Million Dollar (\$1,000,000 per occurrence and Two Million Dollar (\$2,000,000) aggregate and Automobile Liability Insurance covering all owned and non-owned automobiles or vehicles used by or on behalf of Consultant with a One Million Dollar (\$1,000,000) combined single limit for bodily injury and/or property damage per occurrence.

7.4 Each of the policies required herein, except for Workers' Compensation Insurance, shall endorse the Port as an additional insured. Furthermore, each policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to the Port except upon forty-five (45) days' prior written notice from the insurance company to the Port; (iii) contain an express waiver of any right of subrogation by the insurance company against the Port and its elected officials, employees, or agents; (iv) expressly provide that the defense and indemnification of the Port as an "additional insured" will not be effected by any act or omission by Consultant which might otherwise result in a forfeiture of said insurance; (v) contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit; (vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another; and (vii) provide for coverage for damage to the Port's property caused by the Consultant.

7.5 The Consultant shall furnish the Port with copies of Certificates of Insurance evidencing policies of insurance required herein. The Consultant shall maintain these policies as identified above for itself and its subconsultants for the term of this Agreement and for a period of one year thereafter. The Port's failure to request such certificates shall not relieve the Consultant of the obligation to provide them.

7.6 The Consultant shall maintain the insurance in effect at all times that it is performing work under this Agreement. Failure to obtain and/or maintain such insurance shall be grounds for the Port to find the Consultant in default and terminate the Agreement accordingly. Alternatively, the Port may at its option purchase

such insurance and deduct the reasonable expense therefore from payments made to or owing to the Consultant.

8. **Consultant Not an Agent or Employee of the Port.** In performing work and services hereunder, the Consultant and Consultant's employees, agents, and representatives shall be acting as independent Consultants and shall not be deemed or construed to be partners, employees or agents of the Port in any manner whatsoever. No employee of the Consultant shall be considered an employee of the Port even while performing work required under this Agreement. Furthermore, the Consultant shall not hold itself out as, nor claim to be, an officer or employee of the Port by reason hereof and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Port.

9. **Conflict of Interest.** Consultant covenants that if presently has no interest and shall not acquire an interest, directly or indirectly, which would conflict in any manner or degree with its performance under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it or any of its subconsultants.

10. **Compliance with Applicable Law.** The Consultant shall comply with all the Port's resolutions and all federal, state, and local laws, regulations and ordinances that are applicable to the work performed pursuant to this Agreement. Both parties mutually agree to re-negotiate scope, budget, and schedule should a change in any of the applicable Port's resolutions, federal, state or local laws, regulations or ordinances during the performance of the work affect the cost of performing the work. The Consultant shall register (and shall require the same of all subconsultants), as required by RCW 23B.15.010, to do business in the State of Washington and provide proof of the same to the Port. By executing this Agreement, Consultant further certifies that neither it nor its principals is 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 Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, 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 Agreement. The Port reserves the right to require Consultant to replace a subconsultant or lower tier participant who cannot meet the foregoing certification requirement.

11. **Indemnification.** The Consultant shall defend (with legal counsel satisfactory to the Port), indemnify and hold the Port, its elected officials, agents and employees (collectively "Port") harmless from and against all liabilities, obligations, fines, claims, damages, penalties, lawsuits, governmental proceedings, judgments, costs and expenses (including, without limitation, all attorneys' fees, costs and expenses of litigation):

- Arising out of any negligent act or omission of Consultant, its directors, officers, subconsultants, agents and/or employees (collectively "Consultant") in connection with the services provided pursuant to this Agreement; provided, however, that in the event of concurrent negligence of the Consultant and the Port, then this defense and indemnification shall apply only to the extent of the Consultant's negligence; and/or
- Arising from a breach of this Agreement by Consultant; and/or
- Arising out of or due to any failure on the part of Consultant to perform or comply with any rule, ordinance or law to be kept and performed.

The Port will inform Consultant of any such claim or demand that alleges liability based in whole or in part on any act or omission of Consultant, its directors, officers, agents, or employees. Thereafter the Consultant shall (i) reasonably cooperate in the defense of such claim and (ii) pay its defense of such claim as incurred, whether or not such claim is ultimately successful. In this regard, the Port will reasonably cooperate with Consultant in allowing Consultant to jointly select, with the Port, attorneys to defend the Port and Consultant provided that Consultant confirms its obligation to pay the Port's defense costs.

11.1 In the event of concurrent negligence by the Port and Consultant, then at the conclusion of the action (e.g., judgment, arbitration award or settlement), the attorneys' fees and costs incurred in defending the Port shall be apportioned to the parties based on their respective fault as provided by RCW 4.24.115.

11.2 The foregoing indemnification obligation

shall include, but is not limited to, all claims against the Port by an employee or former employee of the Consultant or any subconsultant or service provider. For this purpose, the Consultant expressly waives, as respects the Port only, all immunity and limitation on liability under any industrial insurance Act, including Title 51 RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim. **BY INITIALING BELOW THE PORT AND CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.**

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Port

12. **Work Product Confidentiality.** Any reports, documents, questionnaires, records, information or data given to or prepared or assembled under this Agreement which the Port requests to be kept confidential shall not be made available by the Consultant to any individual or organization without prior written approval of the Port except as may be ordered by a court of competent jurisdiction. The provisions of this section shall survive the expiration or earlier termination of this Agreement. No reports, records, questionnaires, or software programs provided by the 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.

13. **Public Disclosure Request.** Correspondence, reports, and other written work product will be generated during the course of the relationship created by this Agreement, and third parties may request such information pursuant to the Washington State Public Disclosure Act (RCW 42.17.250 *et. seq.*). The parties agree that in the event that such a request is filed, the party with whom the request is filed will promptly notify all other parties to this Agreement. The parties further agree that they will not disclose any such requested material until at least ten (10) business days after providing notification to all other parties to this Agreement. The intent of this clause is to provide all parties the opportunity to seek injunctive relief pursuant to RCW 42.17.330 so as

to protect the vital functions of those entities. This clause shall survive the termination or expiration of this Agreement.

14. **Plans, etc. Property of Port.** All work performed under this Agreement is work for hire. All deliverables, including but not limited to original plans, drawings and specifications, prepared by the Consultant and any and all sub-consultants 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. When Consultant's work results in the preparation of plans and specifications for bidding purposes, the Port will provide the Consultant with five (5) completed sets of bid documents. Additional sets will be the responsibility of the Consultant. The Consultant's work shall not infringe on any copyright, patent, trade secret, or other proprietary rights held by any third party.

15. **Electronic File Compatibility.** All electronically transmitted output must be compatible with existing Port software, and shall be provided to the Port in a PDF or other appropriate electronic format. Consultants shall check with the Port for software application, system compatibility and preferred file type.

16. **Non-Discrimination.** In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or being handicapped, a disadvantaged person, or a disabled or Vietnam era veteran or a member of any other protected class. The Consultant shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, age, marital status, or being a handicapped or disadvantaged

person or a disabled or Vietnam-era veteran or a member of any other protected class.

17. **Federal Restrictions on Lobbying.**

Consultant certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

18. **Federal Debarment and Suspension.** The Consultant certifies, that neither it nor its "principals" (as defined in 49 CFR.29.105 (p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

19. **Subletting or Assigning of Agreement.**

The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the Port.

20. **Notices.** All notices and payments hereunder may be delivered or mailed to the addresses listed above. If delivered by messenger, courier (including overnight air courier) or electronic transmittal, they shall be deemed delivered when received at the street address or electronic mail listed above. All notices and payments mailed, whether sent by regular post or by certified or registered mail, shall be deemed to have been given on the second business day following the date of mailing, if properly mailed to the mailing addresses provided above, and shall be conclusive evidence of the date of mailing. The parties may designate new or additional addresses for mail or delivery by providing notice to the other party as provided in this section. The address for delivery of notices and payments are as set forth in the introductory paragraph of this Agreement.

21. **Review of Title Documents.** Prior to the execution or recordation of any documents effecting title to any property, said document shall be reviewed by the Port. Consultant shall not

execute or record (or make to be executed or recorded) any such document prior to the Port's review and approval.

22. **Jurisdiction.** This Agreement is made and delivered in the State of Washington and shall be construed and enforced in accordance with the laws thereof. Jurisdiction and venue of any dispute hereunder shall be solely in the Superior Court of the State of Washington in and for Kitsap County. In the event of a dispute arising out of or under this Agreement, the substantially prevailing party shall be entitled to its reasonable attorneys' fees and costs.

23. **Pollution.** Port acknowledges that the Consultant is not responsible for the creation or presence of contamination or pollution, if any, at the property except to the extent that such a discharge, release or escape is caused by the negligent act or failure to act of the Consultant. For the purpose of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release or escape of any irritant, pollutant, contaminant, or hazardous

substance into or upon the atmosphere, land, groundwater, or surface water of or near the property. The Consultant will promptly notify the Port of contamination conditions, if identified. Notwithstanding the foregoing, the Port does not herein waive any cause of action for damages resulting from the Port's reliance on any misrepresentation (made either knowingly or negligently) by the Contractor with regard to the presence of any contamination or pollution.

24. **Entire Agreement.** This is the entire agreement between the parties. There is no other oral or written understanding between the parties concerning this matter. The Consultant specifically understands that no Port employees other than the Project Manager or his/her supervisors are authorized to direct the work of the Consultant.

25. **Signing Authority.** Anyone signing this Agreement by said signature certifies that he/she has the authority to execute said document on behalf of the Consultant and that his/her signature is binding upon the firm or corporation.

SAMPLE

EXHIBIT A

SAMPLE

## EXHIBIT B

[Exhibit B should set forth the agreed upon schedule of hourly rates and other charges and disbursements the Port is agreeing to pay the consultant. This should identify all job classifications, reimbursable expenses, and sub-consultant mark-ups.]

SAMPLE