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**Port of Port Townsend  
2nd Monthly Meeting Agenda  
Wednesday, June 28, 2017, 5:30 p.m.  
District 2 Location: Chimacum Grange  
9572 Rhody Drive, Chimacum, WA**

- I. Call to Order / Pledge of Allegiance
- II. Approval of Agenda
- III. Consent Agenda
  - A. Approval of Public Workshop Minutes – June 14, 2017.....1-2
  - Approval of Regular Meeting Minutes – June 14, 2017.....3-7
  - B. Approval of Warrants
- IV. Public Comments (not related to Agenda)
- V. Second Reading
- VI. First Reading
- VII. Regular Business
  - A. FAA Airport Improvement Program Grant Authorizing Resolution No. 667-17.....8-12
  - B. Professional Services Contract-Jefferson County International Airport Runway Rehab Phase 1.....13-56
  - C. May 2017 Financials.....57-60
- VIII. Staff Comments
- IX. Public Comments
- X. Commissioner Comments
- XI. Next Public Workshop / Regular Meeting:  
Wednesday, July 12, 2017. Workshop at 9:30 a.m., meeting at 1:00 p.m. in the Port Commission Building, 333 Benedict Street, Port Townsend, WA
- XII. Executive Session:
  - A. Potential Litigation, pursuant to RCW 42.30.110 (i)
- XIII. Adjournment

**PORT COMMISSION PUBLIC WORKSHOP – June 14, 2017**

The Port of Port Townsend Commission met for a Public Workshop at the Old Alcohol Plant, Bayview Conference Room, 310 Hadlock Bay Road, Port Hadlock, WA

Present: Commissioners Clinefelter and Tucker. Commissioner Hanke via telephone  
Executive Director Gibboney  
Director of Operations & Business Development Englin  
Director of Planning Toews  
Communications & Marketing Coordinator Matej  
Recorder Nelson  
Excused: Auditor Berg

Maul Foster Alonghi Presenters: Jim Darling and Michael Stringer.

I. CALL TO ORDER:

Commissioner Clinefelter called the Workshop to order at 9:30 a.m.

II. AGENDA:

Refer to attached workshop agenda for items discussed.

IV. ADJOURNMENT:

The Workshop adjourned at 11:34 am.

ATTEST:

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Peter W. Hanke, President

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Stephen R. Tucker, Secretary

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Brad A. Clinefelter, Vice President

Port of Port Townsend  
Public Workshop  
Wednesday, June 14, 2017, 9:30 a.m.  
District 2 Location:  
Old Alcohol Plant, Bayview Conference Room  
310 Hadlock Bay Road Road  
Port Hadlock, WA

#### AGENDA

- **Point Hudson Development Strategy**

Consultants Maul Foster Alongi will brief the commission and obtain their input on the Point Hudson planning process.



## POINT HUDSON DEVELOPMENT STRATEGY “FULFILLING THE POTENTIAL”

#### COMMISSION WORKSHOP

Date: Wednesday, June 14, 2017  
Time: 9:30 AM – 11:30 AM

##### Agenda Items:

1. Introductions
2. Purpose of Redevelopment Strategy – *Why is the Port preparing this strategy?*
3. Outcomes – *What do we want to achieve?*
4. Overview of Existing Conditions – *What is the current status of the asset?*
5. SWOT Analysis – *What are the opportunities and challenges?*
6. Schedule and Tasks – *How are we going to accomplish the outcomes?*
7. Next Steps

Note: This is a Public Port Commission Workshop. Workshops are for information sharing only and no decisions will be made during the session. Public input may be taken at the Commissions' discretion.

## **PORT COMMISSION REGULAR MEETING— June 14, 2017**

The Port of Port Townsend Commission met in regular session at the Old Alcohol Plant, Bayview Conference Room, 310 Hadlock Bay Road, Port Hadlock, WA 98339

Present: Commissioners –Clinefelter and Tucker  
Executive Director Gibboney  
Director of Operations & Business Development Englin  
Director of Planning Toews  
Communications Coordinator Matej  
Attorney Lake  
Recorder Nelson

Excused: Commissioner Hanke  
Auditor Berg

### **I. CALL TO ORDER/PLEDGE OF ALLEGIANCE:**

Commissioner Clinefelter called the meeting to order at 1:00 p.m.

### **II. APPROVAL OF AGENDA:**

Commissioner Clinefelter referred to RCW 42.30.110 (1)(i) for the scheduled Executive Session.

**Commissioner Tucker moved to approve the Agenda as presented.**

**Commissioner Clinefelter seconded the motion.**

**Motion carried by unanimous vote.**

### **III. CONSENT AGENDA (2:11):**

A. Approval of Meeting Minutes – May 24, 2017

B. Approval of Warrants

Warrant #057705 through #057719 in the amount of \$67,624.85 for Payroll & Benefits

Electronic Payment in the amount of \$104,810.36 for Payroll & Benefits

Warrant #057720 through #057791 in the amount of \$144,163.47 for Accounts Payable

Electronic Debit in the amount of \$6,662.51 for WA State Dept. of Revenue Combined

Excise Tax Return for April 2017

**Commissioner Clinefelter moved to approve the Consent Agenda as presented.**

**Commissioner Tucker seconded the motion.**

**Motion carried by unanimous vote.**

Ms. Gibboney noted that Commissioner Hanke has an excused absence.

### **IV. PUBLIC COMMENTS (Not related to agenda) (1:26):**

Bertram Levy discussed a bond for the Point Hudson Jetty and suggested a bond workshop.

### **V. SECOND READING (Action Items):**

### **VI. FIRST READING (Discussion Only):**

### **VII. REGULAR BUSINESS:**

**A. Northwest School of Wooden Boat Building Update (4:32):**

NW School of Wooden Boat Building Executive Director, Betsy Davis began by introducing two present Board members, Board President David Glessing and Board member Sonja Matthews, along with Chief Instructor Sean Koomen. Ms. Davis provided a Power Point presentation including the school's history, students, graduation rate, employment rate, etc. She discussed "What's New" including a Marine Systems class, facilities, properties, financials, community support, collaboration and their vision.

Ms. Gibboney recommended to the Commission to authorize her to compose a letter in support of the Northwest School of Wooden Boat Building's application for a monetary award (\$360K) from the Heritage Capital Projects.

**Commissioner Clinefelter moved to authorize the Executive Director to compose a letter in support of the Heritage Capital Projects award.**

**Commissioner Tucker seconded the motion.**

**Motion carried by unanimous vote.**

**B. Workyard Resurfacing Project (36:56):**

Ms. Gibboney reminded she previously informed the commissioners of this project and stated then, that there would be two contracts involved – one for material and one for placement and compaction. Instead, it will be combined as one contract. A bid packet has been prepared, pending commission approval. Once submittals are received, staff will present the winning bid to the commission for approval.

Ms. Gibboney reported the engineer's estimate for the entire project is \$143K. She stated the resurfacing would be done in two phases – shipyard first and workyard second. She added there are provisions allowing the contractor to bid on one phase or the entire project. Target date for completion is September 1 of this year. She announced the project would be "tagged" on to the stormwater capital project.

Commissioner Clinefelter pointed out the benefit for dust mitigation. He commended staff for recognizing dust as a problem in the yard. Ms. Gibboney stated this would mitigate dust for the medium term.

**Commissioner Clinefelter moved to authorize staff to seek bids for the Workyard Resurfacing Project as outlined.**

**Commissioner Tucker seconded the motion.**

**Motion carried by unanimous vote.**

**C. Resolution No. 666-17 – Authorizing the Executive Director to Apply to DNR to Amend the Port's PMA as to Term/Duration (43:30):**

Mr. Toews explained the Port Management Agreement (PMA) with the Dept. of Natural Resources (DNR) covers all aquatic lands under Port management. Created in 1984 and amended for the first time in September of 2014. The current agreement term expiration is September of 2024. Requirements of the Boating Infrastructure grant program (for the Point Hudson Jetty) specify the PMA must be in affect through the anticipated useful life of the structure. Mr. Toews explained since the current term is inadequate in satisfying requirements, staff seeks commission approval to allow the Executive Director to amend the PMA with DNR to a term of thirty years, which would

allow staff to proceed with the grant application for the Point Hudson North Jetty demo and replacement.

**Commissioner Tucker moved to adopt Resolution No. 666-17 as presented.**

**Commissioner Clinefelter seconded the motion.**

**Motion carried by unanimous vote.**

D. PYR, Inc. Land Lease (46:14):

Mr. Englin pointed out Mr. Phil Parson of PYR in the audience. Mr. Englin explained the lease is for a couple of stalls in the 300-ton yard. He stated the California-based company specializes in corrosion control and vessel painting.

Commissioner Clinefelter offered his congratulations, and stated the huge benefit to our facility, as well as the opportunity for new jobs.

Commissioner Tucker stated this adds to the mix of people in our boating (trades) community.

**Commissioner Clinefelter moved to approve the lease with PYR, Inc. as presented.**

**Commissioner Tucker seconded the motion.**

**Motion carried by unanimous vote.**

E. April 2017 Financials (48:28):

Ms. Gibboney announced that Ms. Berg is at a WPPA Finance Conference. She informed that Ms. Berg completed and submitted on time to the State, the Annual Report.

Ms. Gibboney briefed on the financials and opened the floor for questions from the Commission.

VIII. STAFF COMMENTS (50:30):

Ms. Gibboney informed the Commission that she received correspondence from the Port of Port Angeles, who would like to hold a joint meeting (a coordination of efforts for region-wide benefits) with the Port of PT Commissioners in the near future. She suggested due to our current workload, a meeting around the first part of 2018.

Ms. Gibboney reported on her Port Capital Projects presentation to City Council last week. Adding to that, she announced a scheduled "Collaboration Workshop" with Port Commission and staff, City Council and NW Maritime Center members. Ms. Matej would provide details.

Ms. Gibboney informed of a proposed City/Habitat project that would bring in vacant houses from Port Angeles to Port Townsend for more housing options. She stated they are searching for locations to store the homes until they are permanently placed, and suggested this might be an option for the Port to consider. More to come.

Ms. Gibboney reported she was selected to be a member of the PT School District's Mentorship Advisory Committee.

Last, Ms. Gibboney stated the revised Level 3 stormwater report was submitted to the Dept. of Ecology. DOE committed to a 30-day or less period for review.

Mr. Toews stated he is moving forward with the Boating Infrastructure Grant application, due July 5, for the replacement of the Point Hudson north jetty.

He reported he is working on the scope and contract for Mott MacDonald (Coast & Harbor) for Point Hudson jetty engineering. Presentation to the commission will occur at next meeting.

Mr. Toews announced he is moving forward on the Reid Middleton contract for runway rehab design. Phase I – 30% design will occur in 2017/18, with 100% completion in 2018. Construction in 2019. More to be presented at the next commission meeting.

Commissioner Clinefelter asked when the open house for pilots is happening. Ms. Gibboney replied that Reid Middleton would plan the open house, but not until they are under contract.

Commissioner Clinefelter asked if there has been any progress with the diving club's desire to relocate Point Hudson jetty riprap. Ms. Gibboney replied the dive club has been in contact with Dept. of Natural Resources, but does not have any further update.

Ms. Matej informed the Collaboration Workshop is scheduled for June 29 from 5:30-7:30 at the NW Maritime Center.

She reported she's been focusing on Point Hudson communications; working with Maul Foster Alonghi on research interview scheduling (Point Hudson planning) with stakeholders that begin today.

She announced plans would be forthcoming for a restroom/laundryroom remodel planning open house.

Last, Ms. Matej announced that the Port has an official Facebook page, which went live on Friday.

Mr. Englin stated the lease audit review continues.

He will be executing the lease with PYR in short order.

He and staff continue to work on utility cost recovery (power, water, garbage).

Mr. Englin reported Quilcene operations have been moving long well, including upgrades and focus on maintenance. He added there is a shrimp opening today. Mr.

Englin reminded of the Quilcene Last Day of School beach party this Friday, noon–4 pm.

He continues to work on the stormwater plan and engineering report with consultant Marc Horton, and stormwater ops with Mr. Khile.

He stated we have hired two new yard employees.

Mr. Englin reported he met with the Pollution Liability Agency who is performing inspections on the underground fuel tanks at the airport for the funding application submitted by the Port for removal and replacement.

Finally, Mr. Englin reminded the new Travelift is scheduled for arrival on July 10, with lift erection and certification by the 12<sup>th</sup>.

IX. PUBLIC COMMENTS (1:14:16):

Gary Lathum, Jefferson County Pilots Association President commented on the airport runway rehab project.

George Yount commented on a Point Hudson bond.

Pilot Eric Taylor also commented on the runway project.

X. COMMISSIONER COMMENTS (1:24:31):

Commissioner Tucker discussed the recent Marine Resources Committee meeting he attended. They are looking at alternatives for anchor installation of eelgrass buoys.

Commissioner Clinefelter reported he met with Hampton Yacht Group reps and toured their boat. They outfit large yachts (66-95') and are hauling out here. He discussed potential business with them. More to come.

XI. NEXT MEETING:

Next regular meeting is Wednesday, June 28, 2017 at 5:30 p.m. (District 2 location) at the Chimacum Grange, 9572 Rhody Drive.

XII. EXECUTIVE SESSION:

The regular session recessed into Executive Session at 2:30 pm to discuss two litigation and one potential litigation matters, pursuant to RCW 42.30.110 (1) (i), duration of twenty-five minutes with no action.

XIII. ADJOURNMENT:

The meeting reconvened and adjourned at 2:43 p.m. there being no further business to come before the Commission.

ATTEST:

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Brad A. Clinefelter, Secretary

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Peter W. Hanke, President

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Stephen R. Tucker, Vice President



**PORT OF PORT TOWNSEND**

**MEETING OF:** June 28, 2016

**AGENDA ITEM:** VII. Regular Business  
A. FAA Airport Improvement Program Grant Authorizing  
Resolution No. 667-17

**BACKGROUND:**

The United States Department of Transportation's Federal Aviation Administration (FAA) provides grants to public agencies for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems (NPIAS). Grant monies are awarded and administered by the FAA through the Airport Improvement Program (AIP) grant program. This program provides vital financial assistance in the preservation of the nation's airports, including the Jefferson County International Airport (JCIA). The AIP supports ninety percent (90%) of the cost of "eligible" planning, design and capital improvements (i.e., those that enhance airport safety, capacity, security and environmental concerns within public use areas).

The runways and taxiways at the JCIA represent a major public infrastructure investment that plays a valuable transportation role in our community, especially as a means to access our area in the event of a natural disaster. The runway at the JCIA was first paved in 1988. As it has aged, the upkeep of the existing runways and taxiways has become increasingly important. In 2013, runway cracks were filled and a slurry coat was applied as part of the preventative/ordinary maintenance of the facility. While this FAA AIP-supported routine maintenance work improved the aesthetic appearance and helped to achieve the design life of the pavement, it did not materially extend its design life.

The Aviation Division of the Washington State Department of Transportation (WSDOT) maintains a statewide Airport Pavement Management System (APMS) to provide the airports, the State, and the Federal Aviation Administration (FAA) with pavement information and analytical tools that help to identify pavement-related needs, optimize the selection of projects and treatments over a multi-year period, and evaluate the long-term impacts of decisions made regarding airport pavement infrastructure.

The objective for the APMS is to assess the relative condition of pavements for selected Washington airports in the Washington State Airport System Plan (WSASP) and the FAA NPIAS. The APMS is used as a tool to identify statewide system needs, make programming decisions for funding, provide information for legislative decision-making, and assist jurisdictions - like the Port of Port Townsend - with planning decisions.

In August of 2012, WSDOT Aviation Division completed a visual Pavement Condition Assessment of runway 9-27 at the JCIA. The assessment concluded that, while the pavement condition index (PCI) was 77 at the time of inspection, it was nevertheless anticipated to deteriorate to a forecast PCI of 65 by 2018. A PCI range between 56 and 70 implies a need for major rehabilitation work.

Accordingly, the Port's Capital Improvement Program for the JCIA scheduled the design for the runway in fiscal years (FY) 2017 and 2018, and the rehabilitation of the runway surface for FY 2019. The project is presently reflected not only in the Port's 2014 Master Plan Update and capital budget, but also in the State Capital Improvement Program (SCIP) and the FAA's Airport Capital Improvement Plan (ACIP). The assessment of need, as well as the timing of the JCIA Runway Rehab project, is the product of careful, thoughtful, long-term capital analysis and programming. Of necessity, the lead-times for projects of this scope and complexity are considerable, in order to allow for detailed engineering and construction, and to avoid costs associated with improper project scheduling. The objective is to methodically address capital needs before they become crises.

Consistent with the Port's updated Airport Master Plan and approved capital budget, the Port is moving ahead with Phase 1 of the Runway Rehabilitation Project at the JCIA. Phase 1 of the project (2017-2018) involves pre-design, environmental review, development of an obstacle action plan, and 60% engineering design. Phase 2 of the project will involve 100% design, with construction slated for 2019.

As an eligible airport sponsor that owns and manages a NPIAS airport, 90% of the cost of this Phase 1 work may be funded through FAA administered Airport Improvement Program (AIP) grant monies. The Phase 1 work is anticipated to cost \$265,809.00,<sup>1</sup> with \$239,229.00 provided through FAA AIP monies. The remaining 10%, or \$26,580.00, is to be provided through a combination of Port matching funds and WSDOT Airport Aid grant monies.

Staff has prepared a draft of Port Commission Resolution No. 667-17, authorizing the Executive Director to execute and file all documents necessary for application to the FAA's Airport Aid Program grant assistance for Phase 1 of the Runway Rehabilitation Project. The Port's source of matching funds is the Port of Port Townsend's Operating Reserves Fund. Application materials will be submitted to FAA in late June or early July.

**Executive Director's Recommendation:** Approve the attached Resolution authorizing the Executive Director to submit a grant application to the FAA for AIP grant funding to support Phase 1 of the JCIA Runway Rehabilitation Project.

<sup>1</sup> Based on negotiations with Reid-Middleton (the Port's On-Call Airport Engineer) regarding the level of effort to complete the work outlined in the FAA approved scope of services, the estimated project cost has modestly increased from that reflected in Port Resolution No. 665-17 approved by the Commission on April 26, 2017 (i.e., an additional \$14,488). The above amount (\$265,809.00) also includes \$3,000 for the Port's contract administration costs. Thus, the Reid-Middleton contract before the Commission under Agenda Item VII (B) reflects an upset limit of \$262,809.00, rather than the \$265,809.00 set forth above.

**RESOLUTION NO. 667-17**

**A Resolution of the Commission of the Port of Port Townsend**

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE PORT OF PORT TOWNSEND TO FILE AN APPLICATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, SEEKING AIRPORT IMPROVEMENT PROGRAM GRANT FUNDS TO SUPPORT PHASE 1 OF THE RUNWAY REHABILITATION PROJECT AT THE JEFFERSON COUNTY INTERNATIONAL AIRPORT, ASSURING THAT IT WILL COMPLY WITH ALL UNDERSTANDINGS AND ASSURANCES OF SUCH GRANT AGREEMENT, AND ASSURING FURTHER THAT LOCAL MATCHING FUNDS ARE AVAILABLE AND AUTHORIZED.**

**WHEREAS**, the Port of Port Townsend is a municipal corporation established in 1924 under Title 53 of the Revised Code of Washington; and

**WHEREAS**, under RCW 53, the Port of Port Townsend is responsible for developing and maintaining infrastructure that fosters economic development, providing transportation facilities that support commerce and communities within Jefferson County; and

**WHEREAS**, under RCW §53.08.020 the Port of Port Townsend is specifically authorized to construct, purchase, acquire, lease, maintain and operate air transfer and terminal facilities subject to all applicable state and federal laws; and

**WHEREAS**, the Port of Port Townsend considers it to be in the best public interest to apply for financial assistance through the Federal Aviation Administration Airport (FAA) Improvement Program (AIP) to substantially fund Phase 1 of the Runway Rehabilitation Project (pre-design, environmental review, obstacle action plan, and 60% design) to address runway condition issues at the Jefferson County International Airport (JCIA) identified in WSDOT Aviation's 2012 Pavement Condition Assessment;

**WHEREAS**, the grant agreement for FAA/AIP financial assistance imposes certain obligations and conditions upon the applicant Port, and requires the Port to provide certain specific assurances, among them the availability of sufficient funds for its portion of the project cost; and

**WHEREAS**, the Port anticipates that the total project cost for Phase 1 of the JCIA Runway Rehabilitation Project will not exceed \$265,809.00, of which amount \$229,228.00 (90%) is anticipated from FAA AIP grant monies, with the remaining 10%, or \$36,581.00 to be provided through a combination of WSDOT financial assistance and Port of Port Townsend matching funds; and

**WHEREAS**, the Port had cash reserves of \$802,234 on May 31, 2017, and therefore has the matching funds available to cover its share of project costs;

**NOW, THEREFORE, BE IT RESOLVED** by the Port Commission of the Port of Port Townsend, as follows:

1. Port Executive Director, Sam Gibboney, or her designee, is authorized to execute and file such documents as may be necessary for the application and award of Airport Improvement Program (AIP) grant assistance for Phase 1 of the JCIA Runway Rehabilitation Project on behalf of the Port of Port Townsend with the Federal Aviation Administration (FAA). This authorization expressly includes the AIP Certifications and Assurances for Airport Sponsors.
2. Port Executive Director, Sam Gibboney, or her designee, is further authorized to develop, promulgate and administer a Disadvantaged Business Enterprise (DBE) program for the Port of Port Townsend, a DOT/FAA requirement for all AIP supported projects exceeding \$250,000, which will ensure that small businesses owned and controlled by socially and economically disadvantaged individuals are provided a fair opportunity to compete for federally funded contracts involving the JCIA.
3. Any AIP grant assistance received will be used for direct costs associated with implementation of the project referenced above.
4. Upon consultation with the Port's Director of Finance and Administration, S. Abigail Berg, the Commission of the Port of Port Townsend has concluded, and hereby assures the FAA, that local matching funds are available and have been authorized for Phase 1 of the JCIA Runway Rehabilitation Project.
5. This Resolution becomes part of a formal application to the FAA for AIP grant assistance.
6. The Commission provided appropriate opportunity for public comment on this grant application, has given fair consideration to the interest of residents in proximity to the project area, and has undertaken reasonable consultations with affected parties that use the JCIA.

**ADOPTED this 28<sup>th</sup> day of June 2017, by the Commission of the Port of Port Townsend and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission duly affixed.**

**ATTEST:**

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Peter W. Hanke, President

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Brad A. Clinefelter, Vice President

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Steven R. Tucker, Secretary

**APPROVED AS TO FORM:**

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Port Attorney

**PORT OF PORT TOWNSEND**

**MEETING OF:** June 28, 2017

**AGENDA ITEM:** VII. Regular Business  
B. Professional Services Contract – Jefferson County International  
Airport Runway Rehab Phase 1

**BACKGROUND:**

[Please Note: The Agenda Bill for Item VII (A) for this meeting (i.e., FAA Airport Improvement Program Grant Authorizing Resolution No. 667-17) provides additional background information useful in more fully understanding this Agenda Item VII (B).]

In April of 2015, and following publication of a formal Request for Qualifications for Airport Planning and Engineering Services, the Port selected Reid Middleton to serve as its on-call professional airport engineering firm for projects at the Jefferson County International Airport (JCIA). The solicitation expressly reserved the right to retain the selected firm for up to five (5) years (i.e., through 2020) at the Port's discretion.

As the Port's on-call engineering firm selected for JCIA projects, Reid Middleton is tasked with undertaking a wide range of professional airport-related planning, engineering, surveying, testing, grant preparation, environmental review, and construction management activities on behalf of the Port. These services include: carrying out amendments to the FAA approved Airport Master Plan (AMP); preparing Airport Improvement Program (AIP) grant applications; and undertaking the civil engineering necessary for the configuration and rehabilitation of taxiways, service roads, and the runway at the JCIA. Although selected as the Port's "on-call" engineer for the JCIA, Reid Middleton does not have a standing contract with the Port. Rather, specific scopes of work and contracts are developed for projects that have been identified and programmed in the Port's FAA-approved Airport Master Plan.

Runway 9-27 at the JCIA was originally paved with FAA AIP grant support in 1988. In 2012, the Aviation Division of the Washington State Department of Transportation (WSDOT) completed its Pavement Management Program Update, which recommended major rehabilitation to the runway in 2018. The forecasted pavement condition index (PCI) for 2018 was 65. A PCI range between 56 and 70 implies the need for major rehabilitation work. During the autumn of 2013, a crack/joint repair and surface seal coat was applied to the runway and taxiways. This routine and ordinary maintenance work sustained the physical health of the airfield pavements at a serviceable level, but did not materially extend their design life.

The Port's Capital Improvement Program for JCIA set the design for the runway in fiscal years (FY) 2017 and 2018 fiscal years, with the rehabilitation of the runway scheduled for FY 2019. The project is reflected in the Port's 2014 Master Plan Update and capital budget, the State

Capital Improvement Program (SCIP) and the FAA's Airport Capital Improvement Plan (ACIP). Accordingly, Port staff has been moving ahead with Phase 1 of the Runway Rehabilitation Project at the JCIA as programmed. In coordination with Port staff and the Airports District Office (ADO) of the FAA, Reid Middleton has developed a detailed scope of services and budget for Phase 1 of the Runway Rehabilitation effort. The project involves pre-design, request for a modification of standards, environmental review, development of an obstacle action plan, and 60% engineering design.

The work conducted under this initial phase will determine the configuration for the runway. Potential configurations include maintaining the shed section or reconstructing as a crowned cross section. The Federal Aviation Administration's (FAA) current standards require all new or replaced pavement structures to have a crowned pavement section. Due to limiting factors (e.g., budgetary limitations), the Port desires to keep the shed slope at the Airport. The FAA will need to approve a Modification to Standards if a shed section is to remain. Additionally, it is anticipated that Runway 9-27 has some penetrations into the approaches. This will be demonstrated by assessing the different surfaces identified in this scope of work, and developing an obstacle action plan to mitigate identified obstructions. Phase 2 of the project will involve 100% design, with construction slated for 2019.

Reid Middleton proposes to complete the work outlined in the attached Contract and Scope of Services for \$262,809.00, which is substantially less than an independent fee estimate (IFE) prepared on behalf of the Port by Precision Approach Engineering, Inc., in January of this year (i.e., for the same scope of services). Staff expects that 90% (\$236,528.10) of the fee for Reid Middleton's services will be funded through FAA AIP grant support, with the remaining 10%, or \$26,280.90, funded through a combination of Port matching funds and a WSDOT Airport Aid grant aid. The expected project completion date is May 31, 2018.

Finally, Port staff is aware of the "question of necessity" posed by some concerned citizens and users of the JCIA. To provide a forum for these concerns to be more fully understood and addressed, Task 1.1 of the attached Scope of Services expressly includes a public meeting at the JCIA at the inception of the project. The meeting will provide an opportunity for Port staff, Reid Middleton, FAA ADO staff, and WSDOT Aviation Division staff to:

- Hear and understand citizen and pilot concerns over the need and timing of the project;
- Fully explain the methodology employed for the Pavement Condition Analysis;
- Explain the rationale(s) for proceeding with the project as programmed; and
- Hear pilot concerns regarding the future construction schedule and suggestions as to how to mitigate impacts to airport users (e.g., identifying alternative landing areas).

**EXECUTIVE DIRECTOR'S RECOMMENDATION:** Approve the attached Contract, Scope of Services and Budget for Phase I of the Runway Rehabilitation Project at the JCIA.

**Port of Port Townsend  
Professional Services Agreement**

**For "Phase I" Engineering Design Services – Jefferson County International Airport Runway  
Rehabilitation Project**

THIS AGREEMENT is entered into between the Port of Port Townsend, hereinafter referred to as the "PORT," and Reid Middleton, Inc., hereinafter referred to as "CONSULTANT," in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** CONSULTANT is retained by the PORT to provide "Phase I" professional engineering design services precedent to rehabilitation of the runway at the Jefferson County International Airport (JCIA). This phase of the project will determine the viable configuration for the runway, develop the preliminary design, and will likely include a Modification to Standards (i.e., the justify a shed versus a crowned runway section). Additionally, Phase I of the project will include development of an obstacle action plan to identify and mitigate anticipated airspace obstructions. The project objective is to achieve 60% design, with 100% design and bid documents to be developed in a subsequent "Phase II" anticipated for 2018. The scope of work to be addressed in this project is covered under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant. Attachment "A" hereto details the specific services to be performed by CONSULTANT.
2. **Consultant Qualification.** CONSULTANT warrants that it has the required skills to perform the work specified in this agreement, and warrants and represents that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to perform the work as set forth in this agreement.
3. **Scope of Services.** CONSULTANT shall provide the services as agreed upon with the PORT and detailed in Attachment "A" to this agreement.
4. **Time and Duration of Agreement.** This agreement shall remain in effect until completion of the services described in Attachment "A" and final payment has occurred, unless otherwise terminated in accordance with this agreement (see section 13 below). Work shall not commence until the PORT provides CONSULTANT with written notice to proceed. The PORT will not issue a notice to proceed until CONSULTANT has provided insurance as required by this agreement. All work shall be completed by May 31, 2018.
5. **Reimbursement.**
  - a. CONSULTANT shall be reimbursed an amount not to exceed \$262,809.00 for the work performed hereunder, consistent with the Predesign Fee Estimate set forth in Attachment "B" to this agreement and the Schedule of Charges detailed in Attachment "C" to this agreement. The PORT shall make no payments in



advance or in anticipation of services or supplies to be provided under this agreement.

- b. Payment shall be made as follows: CONSULTANT will provide either electronic or hard copy invoices to the PORT no more than once per month. Invoices should be sent to S. Abigail Berg, Director of Finance/Port Auditor. The PORT will pay invoices within 30 days of receipt, unless there is a question or need for additional documentation, in which case resolution will be sought expeditiously. The final invoice for payment under this agreement must be submitted to the Port no later than thirty (30) days from submission of the 60% Level Design Documents the PORT's project manager, subject to the PORT's approval of the documents submittal.
  - c. Invoices shall contain a description of the work completed, days and hours worked, billing rate, and fees, and shall be submitted on a monthly basis;
  - d. The reimbursement amount set forth above is the total amount due to the CONSULTANT for all services performed and expenses incurred under this agreement;
  - e. The reimbursement amount includes all direct labor costs, overhead costs, and direct (expense) costs, including materials, supplies, equipment, costs for travel, reproduction costs and telephone, facsimile and computer use incurred during the term of the agreement;
  - f. The CONSULTANT shall maintain time and expense records and provide them not more frequently than monthly to the PORT, along with invoices in a format acceptable to the PORT for work performed to the date of invoice. The CONSULTANT shall provide progress reports, scheduling and completion information upon request by the PORT;
  - g. If the services rendered do not meet the requirements of this agreement, the CONSULTANT will correct or modify the work to comply with this Agreement. The PORT may withhold payment for such work until the work meets the requirements of the Agreement.
6. **Access to Records and Reports.** The CONSULTANT must maintain an acceptable cost accounting system. The CONSULTANT agrees to provide the PORT, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts and transactions. The CONSULTANT agrees to maintain all books, records and reports required under this agreement for a period of not less than three (3) years after final payment is made and all pending matter are closed.
7. **Hold Harmless and Indemnification.** CONSULTANT shall indemnify and hold harmless the PORT, its officers, agents and employees, from and against any and all reasonable claims, losses or liability, or any portion thereof, including reasonable attorneys fees and costs, arising from injury, sickness, disease or death to persons, including injuries,

sickness, disease or death to CONSULTANT or damage to property occasioned by a negligent act, error, omission or failure of the CONSULTANT.

**8. Insurance Requirements.**

- a. CONSULTANT shall obtain and keep in force during the entire term of this agreement, liability insurance against and all claims for damages to person or property which may arise out of the performance of this agreement, whether such work shall be by the CONSULTANT, sub-consultants, 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:
  - 1) Commercial General Liability – coverage on occurrence form CG0001 or equivalent with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;
  - 2) Automobile Liability – covering owned, non-owned and hired vehicles with minimum of \$1,000,000 combined single limit per accident; and
  - 3) Professional Liability – a minimum of \$2,000,000 in the aggregate and \$1,000,000 per claim in professional liability insurance unless otherwise negotiated and confirmed in writing by both parties. 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 the agreement (plus three (3) years).
- b. The insurance required by this agreement shall be issued by an insurance company authorized to do so in Washington State, 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 a 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 the agreement.
- c. Excess Coverage: By requiring insurance herein, the PORT does not represent that coverage and limits will be adequate to protect CONSULTANT and such coverage and limits shall not limit CONSULTANT'S liability under paragraph 7, above.

- 9. Independent Contractor.** CONSULTANT and the PORT agree that CONSULTANT is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. CONSULTANT shall not be entitled

to any benefits accorded PORT employees by virtue of the services provided under this agreement. The PORT shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the State Industrial Insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT.

10. **Subconsultants.** CONSULTANT shall have the right to retain subconsultants to perform portions of the services under this agreement. If the PORT reasonably objects in writing to a particular subconsultant, CONSULTANT shall replace the subconsultant if it is mutually agreed to be in the best interests of the project.
11. **Assignment.** Subject to the right to retain subconsultants set forth in paragraph 10, above, CONSULTANT shall not assign any of the services covered by this agreement without the expressed written consent of the PORT, which consent may be withheld for any reason.
12. **Ownership and Use of Documents.** All documents and other materials produced by the CONSULTANT in connection with the services rendered under this agreement are the property of the PORT. The CONSULTANT shall be permitted to retain copies of such materials, as long as any use of such materials outside of work for the PORT is subject to written permission from the PORT. CONSULTANT shall not be held liable for reuse of documents or modifications thereof, including electronic data, by the PORT or its representatives for purposes other than the intent of this agreement.
13. **Drug-Free Workplace Policy.** The PORT has adopted a Drug-Free Workplace Policy that the workplace will be a drug free environment conducive to conducting the PORT's business free from unlawful manufacture, distribution, dispensing, possession or use of controlled substances. This policy applies to PORT Commissioners, PORT employees, and contractors conducting business on PORT property.
14. **Compliance with Laws.** CONSULTANT shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations applicable to the services to be rendered under this agreement.
15. **General Civil Rights Provisions.** The CONSULTANT agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the CONSULTANT and subconsultants from the effective date of this agreement through the completion of the services described in Attachment "A" to this agreement and final payment. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

- 16. Compliance with Nondiscrimination Requirements.** During the performance of this agreement, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:
- a. Compliance with Regulations: The CONSULTANT will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this agreement.
  - b. Non-discrimination: The CONSULTANT, with regard to the work performed by it during the agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants or subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant, subcontractor or supplier will be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
  - d. Information and Reports: The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the PORT or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the PORT or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  - e. Sanctions for Noncompliance: In the event of CONSULTANT'S noncompliance with the non-discrimination provisions of this agreement, the PORT will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: 1) withholding payments to the CONSULTANT under the agreement until the CONSULTANT complies; and/or 2) cancelling, terminating, or suspending the agreement, in whole or in part.
  - f. Incorporation of Provisions: The CONSULTANT will include the provisions of subparagraphs (a) through (f) of this paragraph 16 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The

CONSULTANT will take action with respect to any subcontract or procurement as the PORT or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subconsultant, subcontractor, or supplier because of such direction, the CONSULTANT may request the PORT to enter into any litigation to protect the interests of the PORT. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

17. **Compliance with Pertinent Nondiscrimination Acts and Authorities.** During the performance of this agreement, the CONSULTANT, for itself, its assignees, and successors in interest agrees, to comply with the following non-discrimination statutes and authorities, including, but not limited to the following:
- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - b. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - i. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and

sex);

- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

18. **Disadvantaged Business Enterprises (DBE).** The requirements of 49 CFR part 26 apply to this agreement. It is the policy of the PORT to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this agreement.
- a. Contract Assurance. The CONSULTANT or subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy, as the PORT deems appropriate.
  - b. Prompt Payment. The CONSULTANT agrees to pay each subconsultant under this agreement for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the CONSULTANT receives from the PORT. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the PORT. This clause applies to both DBE and non-DBE subconsultants.
19. **Energy Conservation Requirements:** When applicable, CONSULTANT and its subconsultants shall comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).
20. **Federal Fair Labor Standards Act (Federal Minimum Wage).** This agreement and all subcontracts that result from this agreement incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The

CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

- 21. Occupational Safety and Health Act of 1970.** This agreement and all subcontracts that result from this agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. CONSULTANT must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The CONSULTANT retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- 22. Trade Restriction Certification.**
- a. The CONSULTANT certifies that with respect to this agreement and any resultant subcontract, the CONSULTANT:
    - 1) Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
    - 2) Has not knowingly entered into any agreement or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
    - 3) Has not entered into any subcontract for any product to be used on this Federally supported project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.
  - b. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.
  - c. The CONSULTANT must provide immediate written notice to the PORT if the CONSULTANT learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The CONSULTANT must require its subconsultants to provide immediate written notice to the CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.
  - d. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no subcontract shall be awarded to a subconsultant:
    - 1) Who is owned or controlled by one or more citizens or nationals of a

foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; or

2) Whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list; or

3) Who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

e. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the CONSULTANT or their subconsultants is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

f. The CONSULTANT agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the CONSULTANT has knowledge that the certification is erroneous.

g. This certification is a material representation of fact upon which reliance was placed when entering into this agreement. If it is later determined that the CONSULTANT or one of their subconsultants knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the PORT cancellation of the agreement or subcontract for default at no cost to the PORT or the FAA.

23. **Veteran's Preference.** In the employment of labor (excluding executive, administrative, and supervisory positions), the CONSULTANT and all of their subconsultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

24. **Texting When Driving.** In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant. In support of this initiative, the PORT encourages the CONSULTANT to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The CONSULTANT must include the substance of this clause in all



subcontracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

**25. Consultant Certifications Regarding Debarment.**

- a. The CONSULTANT certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.
- b. The CONSULTANT, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The CONSULTANT will accomplish this by:
  - 1) Checking the System for Award Management at website:  
<http://www.sam.gov>;
  - 2) Collecting a certification statement similar to the certification regarding debarment and suspension set forth in subparagraph (a) of this paragraph 25; and by
  - 3) Inserting a clause or condition in lower tier contracts involving covered transactions.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**26. Consultant Certification Regarding Lobbying.** The CONSULTANT certifies by executing this agreement that, to the best of its knowledge and belief:

- a. 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 an 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.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-

grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Agreement to the certification set forth in this paragraph 26 is a prerequisite for making or entering into this agreement imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 27. Clean Air and Water Pollution Control.** CONSULTANT agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The CONSULTANT agrees to report any violation to the PORT immediately upon discovery. The PORT assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. The CONSULTANT shall include this requirement in all subcontracts that exceed \$150,000.
- 28. Breach of Contract Terms.**
- a. Any violation or breach of terms of this agreement on the part of the CONSULTANT or its subconsultants may result in the suspension or termination of this agreement or such other action that may be necessary to enforce the rights of the parties of this agreement.
  - b. The PORT will provide CONSULTANT with written notice that describes the nature of the breach and corrective actions the CONSULTANT must undertake in order to avoid termination of the agreement. The PORT reserves the right to withhold payments to CONSULTANT until such time the CONSULTANT corrects the breach or the PORT elects to terminate the agreement. The PORT's notice will identify a specific date by which the CONSULTANT must correct the breach. The PORT may proceed with termination of the agreement if the CONSULTANT fails to correct the breach by the deadline indicated in the PORT's notice.
  - c. The duties and obligations imposed by this agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.
- 29. Termination for Convenience.**
- a. The PORT may, by written notice to the CONSULTANT, terminate this agreement for its convenience and without cause or default on the part of CONSULTANT. Upon receipt of the notice of termination, except as explicitly directed by the PORT, the CONSULTANT must immediately discontinue all services affected.
  - b. Upon termination of the agreement, the CONSULTANT must deliver to the PORT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the

CONSULTANT and their subconsultants under this agreement, whether complete or partially complete.

- c. The PORT agrees to make just and equitable compensation to the CONSULTANT for satisfactory work completed up through the date the CONSULTANT receives the termination notice. Compensation will not include anticipated profit on non-performed services.
- d. The PORT further agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**30. Termination for Default.**

- a. Either party may terminate this agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.
- b. The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.
- c. Termination by PORT:
  - 1) The PORT may terminate this agreement in whole or in part, for the failure of the CONSULTANT to:
    - i) Perform the services within the time specified in this agreement or by PORT approved extension;
    - ii) Make adequate progress so as to endanger satisfactory performance of the project; or
    - iii) Fulfill the obligations of the agreement that are essential to the completion of the project.
  - 2) Upon receipt of the notice of termination, the CONSULTANT must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the agreement, the CONSULTANT must deliver to the PORT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the CONSULTANT and their subconsultants under this agreement, whether complete or partially complete.
  - 3) The PORT agrees to make just and equitable compensation to the CONSULTANT for satisfactory work completed up through the date the CONSULTANT receives the termination notice. Compensation will not include anticipated profit on non-performed services. The PORT further agrees to hold CONSULTANT harmless for errors or omissions in

documents that are incomplete as a result of the termination action under this clause.

- 4) If, after finalization of the termination action, the PORT determines the CONSULTANT was not in default of the agreement, the rights and obligations of the parties shall be the same as if the PORT issued the termination for the convenience of the PORT.

d. Termination by CONSULTANT:

- 1) The CONSULTANT may terminate this agreement in whole or in part, if the PORT:
  - i) Defaults on its obligations under this agreement;
  - ii) Fails to make payment to the CONSULTANT in accordance with the terms of this agreement; or
  - iii) Suspends the project for more than one hundred and eighty (180) days due to reasons beyond the control of the CONSULTANT.
- 2) Upon receipt of a notice of termination from the CONSULTANT, the PORT agrees to cooperate with CONSULTANT for the purpose of terminating the agreement or portion thereof, by mutual consent. If the PORT and CONSULTANT cannot reach mutual agreement on the termination settlement, the CONSULTANT may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this agreement based upon the PORT's breach of the agreement.
- 3) In the event of termination due to PORT breach, the CONSULTANT is entitled to invoice the PORT and to receive full payment for all services performed or furnished in accordance with this agreement and all justified reimbursable expenses incurred by the CONSULTANT through the effective date of termination action. The PORT agrees to hold the CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**31. Jurisdiction, Venue & Governing Law.** In the event of any litigation hereunder, the Superior Court of Jefferson County, Washington shall have the exclusive jurisdiction and venue, and this Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**32. Integrated Agreement.** This agreement together with attachments or addenda represents the entire and integrated agreement between the PORT and CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both PORT and CONSULTANT.

**33. Notices.** All notices hereunder may be delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

TO THE PORT:

Eric Toews, Director of Planning/In-House Counsel  
Port of Port Townsend  
P.O. Box 1180  
Port Townsend, Washington 98368  
Phone: (360) 385-0656

and to:

S. Abigail Berg, Director of Finance & Administration  
Port of Port Townsend  
P.O. Box 1180  
Port Townsend, Washington 98368  
Phone: (360) 385-0656

TO THE CONSULTANT:

Reid Middleton, Inc.,  
c/o Shannon M. Kinsella, P.E.  
Principal  
728 134<sup>th</sup> Street SW  
Everett, WA 98204  
Phone: (425) 741-3800

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

DATED this 29<sup>th</sup> day of June 2017.

**CONSULTANT:**

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Shannon M. Kinsella, P.E., Principal  
Reid Middleton, Inc.

**PORT OF PORT TOWNSEND:**

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Sam Gibboney, Executive Director  
Port of Port Townsend

Approved as to Form:

\_\_\_\_\_  
Port Attorney

**Exhibit A  
Engineering Scope of Services**

**Jefferson County International Airport  
Runway Rehabilitation Project Phase 1  
Port of Port Townsend**

**A. PROJECT UNDERSTANDING**

The Port of Port Townsend (Port) has authorized Reid Middleton (Consultant) to perform design services for Jefferson County International Airport (JCIA). The work outlined herein covers the first phase of a multi-phased project. The goal of this project is to rehabilitate the existing runway surface at JCIA.

A crack/joint repair and surface seal coat was applied to the runway and taxiways during the fall of 2013. The work restored the physical health of the airfield pavements to a serviceable level.

Washington State Department of Transportation (WSDOT) Aviation's 2012 Pavement Management Program Update recommended major rehabilitation to the runway in 2018. The forecasted PCI for 2018 was 65. A PCI range between 56 and 70 requires major rehabilitation work. Thus, the Port's Capital Improvement Program for JCIA has set the design for the runway in 2017 and 2018 fiscal years. The rehabilitation of the runway surface is scheduled for the 2019 fiscal year.

This phase of the project will determine the viable configuration for the runway and preliminary design work. Potential configurations include maintaining the shed section or reconstructing as a crowned cross section. The Federal Aviation Administration's (FAA) standards require all new or replaced pavement structures to have a crowned pavement section. Due to limiting factors, the Port desires to keep the shed slope at the Airport. The FAA will need an approved Modification to Standards, if a shed section is to remain.

In addition, it is anticipated Runway 9-27 may have some penetrations into the approaches. This will be demonstrated by looking at the different surfaces identified in this scope of work, and an obstacle action plan will be developed to address mitigation of the anticipated obstructions.

This scope of work is covered under a FAA Airport Improvement Program (AIP) Grant. The Consultant will perform the services detailed in section B below.

## B. SCOPE OF SERVICES

### 1. Project Formulation

Perform Project Formulation for the rehabilitation of Runway 9-27. The tasks below outline the functions of Project Formulation for the project.

#### 1.1. Project Development Kick-off Meeting

Meet at the Port's office in Port Townsend to discuss the project. Topics include project goals and objectives, schedule, stakeholder coordination, funding sources, and project responsibilities. The Consultant, along with representatives from the Port, FAA, and WSDOT, will meet with JCIA users and tenants to discuss project elements and phasing and to address questions regarding project necessity.

The Consultant will be represented by the project principal and project manager. A meeting duration of at least **two** hours is anticipated.

#### 1.2. Preliminary Research and Record Review

Conduct a review of past surveys, drawings, reports, and other available resources. Develop preliminary design criteria to assist in scoping and stakeholder coordination.

#### 1.3. Work Elements Coordination

The Consultant will coordinate with the stakeholders. Topics include the desired runway section, drainage features, lighting, navigational measures, and other pertinent items. This task includes initial coordination meeting with the Port and FAA to assist in formulating and defining the project.

#### 1.4. Programming Project Estimates

Prepare order of magnitude budget estimates for general shed versus crowned surface configurations. These initial estimates will assist in predesign project programming with the Port and FAA. A refined engineer's opinion of construction cost will be developed in Item No. 4.12.2.

*Deliverables:* One electronic PDF copy of the programming project estimates to the Port and FAA.



## 1.5. Predesign Checklist

Develop the predesign checklist to assist in scoping the runway rehabilitation design. The predesign checklist includes: key objectives and goals, airspace requirements, funding sources and reimbursement agreements, schedule milestones, and modification to standards for the project. A Modification to Standards will be completed as a separate task.

### 1.5.1. Draft Predesign Checklist

Develop and submit the draft predesign checklist to the Port and FAA.

*Deliverables:* One electronic PDF copy of the Draft Predesign Checklist to the Port and FAA.

### 1.5.2. Predesign Conference

A predesign conference will be held at the Airport to review and discuss the project. The Consultant will meet with the Port and FAA to discuss the predesign checklist, project schedule, and other items. The Consultant will develop and submit meeting minutes to the Port and the FAA.

*Deliverables:* One electronic PDF copy of the predesign meeting minutes sent to the Port and FAA.

### 1.5.3. Respond to Comments

Review and address comments from both the FAA and Port. Develop and submit a comment response matrix and provide to the project stakeholders.

*Deliverables:* One electronic PDF version of the comment response matrix sent to the Port and FAA.

### 1.5.4. Final Predesign Checklist

Revise the draft predesign checklist to address any comments. Develop and submit the final predesign checklist to the FAA for their review.

*Deliverables:* One electronic PDF copy of the Final Predesign Checklist to the Port and FAA.

#### 1.6. FAA Planning Coordination

Coordinate with the FAA planning department on runway classification. The Consultant will conduct a conference call with the FAA and Port. The group will discuss the current and future critical aircraft. Anticipate reviewing the fleet mix developed in the master plan update and any new data collected by the Consultant or Port.

#### 1.7. Independent Fee Estimate (IFE) Coordination

Coordinate with the Port and IFE consulting firm. Provide the draft scope and blank fee estimate spreadsheet for the IFE consulting firm's use. Conduct one conference call with the Port and IFE consulting firm (if necessary) to discuss finding of the IFE process.

### 2. Project Administration

Provide project administration tasks for the Runway Rehabilitation Predesign project. The assessment period will be conducted over a **six**-month period. The tasks include: coordination with stakeholders, managing staff and subconsultants, project schedule, project progress, invoicing, and FAA reimbursement assistance. The following outlines the project administration tasks for the preliminary engineering phase:

#### 2.1. Project Administration and Management

Prepare monthly billings and progress reports describing the services provided and completed. The package will outline the budget status, elements of work completed, and future work elements. This task will require **two** hours of management time each month for the duration of the project.

#### 2.2. Coordination with the Port and FAA

Coordinate with the Port and FAA's primary contacts to relay project tasks and objectives. This task will need **two** hours of coordination per week for the duration of the project.

#### 2.3. Subconsultant Management

Coordinate with subconsultants regarding contracting procedures, contract execution with the subconsultant, and invoice subconsultant's work during the project. The Consultant will coordinate with its subconsultants to ensure compliance with project schedule, budget, and deliverables. Subconsultant coordination will need **one** hour per week.

## 2.4. Project Schedule

Prepare and submit a project schedule for the Port's approval. The schedule will include review and approval times required by the Port and FAA. If required, the schedule will be adjusted as the project progresses, allowing for changes in scope, changes in character or size by the Port or FAA, or for delays beyond the Consultant's reasonable control. Any changes to the schedule must receive approval from the Port and FAA. **Two** revisions to the project schedule will be submitted.

*Deliverables:* One electronic PDF of the project schedule sent to the Port and FAA.

## 2.5. Quarterly Performance Reports

Prepare and submit a Quarterly Performance Report once every three months. It is anticipated that **two** reports will be prepared and submitted.

*Deliverables:* One electronic PDF version of the FAA Quarterly Performance Reports will be submitted to the FAA and Port.

## 2.6. Review Subconsultant's Deliverables

Review and provide feedback to the subconsultant about their product deliverables for the project. Ensure the products meet the project objectives and goals. Assume six review periods for subconsultant submittals.

## 2.7. FAA AIP Grant Coordination and Application

The Consultant will prepare one FAA Grant Application. The application will include the following:

- SF-424 Application for Federal Assistance
- 5100-100 Application for Development Projects (Parts II-IV)
- CIP Data Sheet
- Standard DOT Title VI Assurances
- Certifications for Contracts, Grants, Loans and Coop. Agreements
- Title VI Pre-Award Sponsor Checklist
- FAA ACs Req. for Use in AIP Funded and PFC Approved Projects
- Grant Assurances Airport Sponsors
- Sponsor Certifications

*Deliverables:* One electronic copy of the FAA Grant Application to the Port. The Port will sign and distribute scanned copies to the FAA and Consultant.

## 2.8. DBE Program Update

### 2.8.1. Research/Information Gathering

Research and compile documentation on DBE and total firms within the market area. Serve as the numerator in contacting and consulting with business advocacy agencies. Identify barriers or difficulties experienced by DBE-certified contractors in the construction business community. Findings from this research will be consolidated in the DBE Program Report.

### 2.8.2. Developing DBE Goals and Assign Contacts

Develop DBE Goals for the CIP projects slated for the 2017-2020 time period. The Consultant will state data sources, define assumptions, and outline the calculated goal. The FAA will examine the process during their review of the program.

Coordinate with the Port on assigning a DBE Liaison Officer (DBELO) and a Reconsideration Official. These parties will be responsible for administrating and enforcing DBE goals for individual projects.

### 2.8.3. Draft DBE Program Report

Develop a report summarizing relevant aspects of the DBE Program. The program will consolidate all findings developed in the preceding tasks. The program will also establish enforcement mechanisms, goals, good faith effort procedures, organizational chart, overall goal calculations, and counting efforts.

*Deliverables:* Submit one electronic PDF copy of the Draft DBE Program Report.

### 2.8.4. Port and FAA Review

Coordinate with the Port and FAA personnel to review the Draft DBE Program Report. It is anticipated that the review period will last one week.

### 2.8.5. Finalize DBE Program Report

Consolidate all comments derived from the Port and FAA review period. Prepare and submit the final DBE Program Report to the Port and FAA.

*Deliverables:* Submit the final DBE Program Report in the following forms:

- Three hardcopies of the report to the Port and one hardcopy to the FAA.
- One electronic copy in PDF format of the report to the Port and FAA.

## 3. Environmental Review

An Environmental Subconsultant will perform a documentation review and site visit for the project. This limited investigation will identify environmental considerations for the runway alternatives. The findings will help determine viable alternatives.

### 3.1. Review of Existing Reports

The Environmental Subconsultant will review existing data to determine potential environmental impacts. The reports will be collected from recent projects completed at the Airport. The environmental subconsultant's scope of services is attached as Exhibit D.

### 3.2. Site Visit

The Environmental Subconsultant will perform a site visit to the Airport. The biologists will determine wetland presence, potential wildlife habitat, or other environmental concerns.

### 3.3. Alternative Impacts and Environmental Findings Memo

The Environmental Subconsultant will prepare a memorandum outlining their findings. The memorandum will include recommendations for next steps if environmental impacts are anticipated.

*Scope and Deliverables:* A draft memo in electronic pdf format will be provided to FAA and the Port for review. Following discussion of review comments, a final memo in electronic pdf format will be provided.

### 3.4. Decision Point

Utilizing information from the environmental review, a Categorical Exclusion Form will be prepared per Scope Item 8.2.2. The environmental review and categorical exclusion outcome will be discussed with FAA to determine if any modifications to the project description and scope is required prior to proceeding further in the design process.

## 4. Data Collection and Design Work Elements

The Consultant will establish the design parameters, collect the necessary data, prepare the work elements, and develop two 30 percent level design alternatives for the runway rehabilitation; one maintaining a shed cross section, and the other with a crown cross section. The following tasks are anticipated:

### 4.1. Topographic Survey

#### 4.1.1. Establishment of Project Control Points

Place project control points at locations such that they will not be damaged and can be used in the future.

#### 4.1.2. Provide topographic survey for one-foot contour intervals (25-foot stations). The survey will provide location of the runway and taxiway. It will extend 300-feet beyond the existing edge of runway pavement in all directions. The topographic survey will include:

- Lights, signs, and fixtures
- Existing structures
- Storm drainage features such as manholes, catch basins, culverts
- Grade breaks
- Utilities
- Runway centerline and pavement edges at a 25-foot interval
- Height of existing trees in the RW approaches (assume 10)

#### 4.1.3. Provide a survey base map in AutoCAD Civil 3D. The survey will include features, contours, and a 3D existing surface model. Incorporate as-built records provided by the Port into the base map, as needed.

#### 4.2. Secure Existing AGIS Survey Data

The Consultant will coordinate and obtain from FAA the existing AGIS survey data from the most recent AGIS survey. Additional AGIS survey data will be retrieved from the Consultant's archived records to supplement the FAA AGIS data where necessary.

#### 4.3. Confirm AGIS Survey Data with Ground Survey

The topographic survey data will be compared to the AGIS data to verify the two surveys match.

#### 4.4. Confirm Existing Runway End Location

Confirm the topographic survey data matches data on the Airport Layout Plan. Verify:

- Runway end location (latitude/longitude)
- Runway end elevations
- Runway length

#### 4.5. Records Review

Research and compile records within the Port, FAA, and Consultant's archives. This task intends to identify past investigations and reporting at the Airport. This will include coordination with the FAA on existing AGIS obstruction data.

#### 4.6. Geotechnical Report

##### 4.6.1. Geotechnical Exploration and Report

Perform a geotechnical investigation within the existing runway area. The investigation will provide essential information of the site soil properties and subsurface conditions. This information will be utilized in pavement and site plan design.

The geotechnical subconsultant will develop and provide a Geotechnical Report as part of this project. The geotechnical subconsultant's scope of services is attached as Exhibit E.

##### 4.6.2. Geotechnical Investigation Coordination

The Consultant will meet the geotechnical subconsultant at one site visit. The Consultant will coordinate boring and test pit location.

The Consultant will observe geotechnical exploration activities and provide information back to the Port and FAA.

#### 4.7. Code and Criteria Review

Review local, state, and federal requirements. Topics will include pavement design, drainage facilities, environmental reviews, electrical installation, and navigational measures. The gathered documentation will help develop the design criteria for the project.

#### 4.8. Define Alternatives

The existing runway width is 75-feet, while the standard FAA runway width is 60-feet for the B-1 RDC. The Master Plan indicates maintaining the 75-feet width for the future Airport designation change to B-II.

Two project alternatives include a 75-foot shed section and a 75-foot crowned section. Based on the code and records review the alternatives will be refined and documented.

#### 4.9. Existing and Forecast Fleet Mix Evaluation

The current airport reference code is B-I small. Using supporting documentation and data from the most recent master plan update, provide evidence indicating the airport reference code for the foreseeable future (5 years). This task includes one coordination meeting with FAA's planner.

#### 4.10. Verify Separation Distances and Hold Locations

Based on the established airport reference code, verify the runway-taxiway separation distance and the location of the hold lines meet FAA standards.

#### 4.11. Design Elements

##### 4.11.1. Design Base Map

Develop a design base map based on the survey of record. Revise CAD file to conform to Port standards.

##### 4.11.2. Field Investigation

Conduct a site visit to the airport to verify features, structures, and note any inconsistencies with any record data. Items observed in the field that are not correctly identified or omitted will be added by estimating and sketching the items relative to existing features.



#### 4.11.3. Pavement Design

Develop runway profile and cross sections. Verify fleet mix with the Port and determine preferred pavement design strength. Perform pavement design analysis.

Design grinding and inlay connection to all connecting taxiways. Develop runway and taxiway infield grading. Develop pavement removal and grading design.

#### 4.11.4. Erosion Control Design

Develop an erosion control design. The Consultant will provide suitable best management practices (BMPs) to collect and convey stormwater. The Consultant will implement the elements from this task into the design drawings and specifications.

#### 4.11.5. Runway Profile and Cross Section Design

Develop a runway profile meeting FAA design criteria. **Two** runway profiles will be designed, one for the runway with a shed cross section, and one for the runway with a crown cross section.

#### 4.11.6. Storm Drainage Design

Review local drainage requirements and assess their impacts on the project. Develop design criteria for use in future tasks. Conduct a meeting with the jurisdiction on the proposed project.

Create design criteria for implementation of storm drainage design. Implement the elements refined in this task into the design drawings and specifications. **Two** storm drainage designs will be prepared, one for the runway with a shed cross section, and one for the runway with a crown cross section.

#### 4.11.7. Subdrain Design

Develop a subdrain design layout for the runway and connecting taxiways. The subdrain lines will connect to the stormwater system. The Consultant will implement the elements from this task into the design drawings and specifications. **Two** subdrain designs will be prepared, one for the runway with a shed cross section, and one for the runway with a crown cross section.

#### 4.12. Design for Shed and Crown Section (30 Percent)

**Two** sets of plans, quantities, and estimates will be prepared, one for the runway rehabilitation design using a shed cross section and one runway rehabilitation design using a crown cross section.

The plans will be designed in accordance with the applicable FAA Advisory Circulars, including:

AC 150/5300-13A	Airport Design
AC 150/5320-5D	Airport Drainage Design
AC 150/5320-6E	Airport Pavement Design and Evaluation
AC 150/5340-1L	Standards for Airport Markings
AC 150/5340-18F	Standards for Airport Sign Systems
AC 150/5340-30H	Design and Install Details for Airport Visual Aids
AC 150/5345-46E	Spec for Runway and Taxiway Light Fixtures
AC 150/5050-8	Environ Management Systems for Airport Sponsors
AC 150/5370-2F	Operational Safety on Airports During Construction
AC 150/5370-10G	Standards for Specifying Construction of Airports

##### 4.12.1. 30 Percent Level Plan Set

Develop **two** 30 percent level designs that will each include the following plan sheets:

- Cover
- Project Layout Plan
- Pavement Removal Plan
- Runway Plan and Profile (5 sheets)
- Drainage Plan and Profile (5 sheets)

##### 4.12.2. 30 Percent Level Quantities and Costs

Develop **two** engineer's opinion of probable construction costs. This task will incorporate a schedule of estimated quantities, projected unit prices, and total preliminary cost for the project.

##### 4.12.3. 30 Percent Level QA Design Review

Conduct a Quality Assurance (QA) review of the **two** 30 percent design submittals and engineer's opinion of costs.

##### 4.12.4. Submit Draft 30 Percent Level Design Documents

Prepare and submit the **two** 30 percent design documents to the Port and FAA.

*Deliverables:* Provide and submit the preliminary design plans and engineer's opinion of probable construction costs. One electronic PDF copy of the design concept and opinion of probable costs sent to the Port and FAA.

#### 4.12.5. Review Meeting

Review the preliminary design and CSPP with the Port and FAA personnel. The Consultant will conduct a conference call with the Port and FAA.

#### 4.12.6. Incorporate Comments from 30 Percent Review

Compile the Port's and FAA's comments from the 30 percent submittal review. Incorporate applicable comments into the plans and opinion of costs.

#### 4.12.7. The electrical subconsultant's scope of services is attached as Exhibit F.

### 4.13. 30 Percent Level CSPP

Develop a project Construction Safety and Phasing Plan (CSPP) in conformance with the FAA's Advisory Circular 150/5370-2F.

#### 4.13.1. 30 Percent Level CSPP

Develop **two** CSPP's for the runway rehabilitation construction, one with a shed cross section, and one with a crown cross section. This subtask includes the coordination with the Port and FAA, developing the safety and phasing plans, and preparing the CSPP report document for the FAA's review.

#### 4.13.2. Airport User Impacts

One meeting with the tenants will be conducted to advise on impacts during construction and allow submittal of written comment on presented materials. Two Reid Middleton staff will attend the tenant meeting.

*Deliverables:* Provide up to two informational graphic boards to be used at the open house.

#### 4.14. Runway Safety Certification

Using the existing AGIS and ground surveys document and certify RSA meets standards for the shed and crown cross section alternatives.

##### 4.14.1. Draft RSA Determination Form

Review the existing runway layout for safety area obstruction. Depict any objects  $\geq 3$  inches in the RSA. Develop sketches with dimensions of standard and non-standard conditions. Obtain and provide supporting documentation with the Draft RSA Determination form.

*Deliverable:* One electronic PDF of the Draft RSA Determination Form to the Port and FAA.

##### 4.14.2. Final RSA Determination Form

Incorporate comments from the Port and FAA into the Final RSA Determination Form and its supporting documents. Submit the final documentation to the Port and FAA.

*Deliverables:*

- Three hardcopies of the Final RSA Determination Form to the Port. One hardcopy of the Final RSA Determination Form to the FAA.
- One electronic PDF of the Final RSA Determination Form to the Port and FAA.

#### 4.15. NAVAID and Airspace Impacts

Using the existing AGIS and ground surveys, analyze for NAVAID impacts and determine if penetrations exist for the following surfaces for the shed and crown cross section alternatives:

##### 4.15.1. Evaluate for Part 77 Penetrations

##### 4.15.2. Evaluate for Close-in Obstructions (Form 5010)

##### 4.15.3. Evaluate for Obstacle Clearance Surface Penetrations (AC150/5300-13A, Table 3-2)

##### 4.15.4. Evaluate for TERPS 20:1 Penetrations

4.15.5. Evaluate for PAPI Obstacle Clearance Surface Penetrations

4.15.6. Evaluate Runway Edge Lighting and REIL Impacts

4.15.7. Evaluate Instrument Approach and Departure Procedure Impacts

## 5. Obstacle Action Plan

It is assumed there will be penetrations identified when the various surfaces are analyzed and therefore, preparation of an obstacle action plan per FAA Memo dated August 18, 2015, will be included in the following scope section.

### 5.1. Draft Obstacle Action Plan

#### 5.1.1. Estimate Tree Growth

Comparing tree height data from the ground survey against similar tree height data from the previous AGIS survey, determine the tree growth rate since the AGIS survey.

#### 5.1.2. Develop Draft Obstacle Action Plan

Develop an Obstacle Action Plan (OAP) to address obstructions at each end of the runway. The plan will utilize the data gathered during the 2012 obstruction survey and uploaded to the FAA's AGIS.

The intent of the plan is to clear obstruction (if feasible) from the 20:1 TERPS imaginary surface. The OAP will include all penetrations to approach and departure surfaces, not just the 20:1 surface. The plan will detail how and when each of the obstructions is removed or mitigated. The Port will update the plan on a yearly basis to satisfy FAA requirements.

Provide obstruction data and prepare action plan per FAA Memo dated August 18, 2015.

### 5.2. Draft Obstacle Action Plan to Port

Submit Draft Obstacle Action Plan to the Port. The Port will review and comment on the Obstacle Action Plan.

*Deliverable:* One electronic PDF of the Obstacle Action Plan to the Port.

## 5.3. Respond to Port Comments

Review and respond to comments from the Port. Develop and submit a response matrix for all received comments.

*Deliverable:* One electronic PDF copy of the response matrix emailed to the Port.

## 5.4. Draft Obstacle Action Plan to FAA

Prepare and submit the Draft Obstacle Action Plan to the FAA's Seattle Airport District Office. The form will incorporate the addressed comments from the previous task. Assume there will be **two** submittals/comments on the draft Obstacle Action Plan.

*Deliverable:* One electronic PDF copy of the Obstacle Action Plan sent to the FAA.

## 5.5. Review Meeting with Port and FAA

Prepare for and conduct a conference call with both the Port and FAA. The Consultant will develop a meeting agenda, take notes at the meeting, and then submit meeting minutes.

*Deliverable:* One electronic PDF of the meeting minutes sent to the Port and FAA.

## 5.6. Respond to FAA Comments

Review and respond to review comments from the FAA SEA ADO. Develop and submit a response matrix for all received comments. Assume there will be **two** submittals/comments on the draft Obstacle Action Plan.

*Deliverable:* One electronic PDF of the response matrix emailed to the Port and FAA SEA ADO.

## 5.7. Final Obstacle Action Plan to FAA

Prepare and submit the Final Obstacle Action Plan to FAA SEA ADO. This package will include the addressed comments from the previous tasks.

*Deliverables:*

- Three hardcopies of the Final Obstacle Action Plan to the Port.
- One hardcopy of the Final Obstacle Action Plan to the FAA SEA ADO.
- One electronic PDF copy of the Final Obstacle Action Plan sent to the Port and the FAA SEA ADO.

5.8. Coordinate Final Obstacle Action Plan Determination

Coordinate the Final Obstacle Action Plan with the Port and the FAA.

6. Modification to Standards

The Consultant will develop and prepare a Modification to Standards document. This task will identify if a shed slope section can be kept for the runway. It is anticipated that constructing a crowned section will increase project cost and timeline. Additionally, a crowned section will affect the natural contours and environment of the site. The findings from the previous tasks will serve as the basis for the Modification to Standards request. The following outlines the steps necessary to complete the modification to design standards process.

6.1. Draft Modification to Standards Form

Develop the Draft Modification to Standards form. In preparing the form, the following tasks will be undertaken.

6.1.1. FAA Requirements

The Consultant will review and assess FAA requirements for pavement rehabilitation and reconstruction. The Consultant will note any applicable exceptions to the design standards. Define areas where the shed slope meets or exceeds the standards.

6.1.2. Alternatives

Define the viable alternatives for both the shed and crowned slope sections. The Consultant will outline the advantages and disadvantages to each option.

### 6.1.3. Project Justification

Develop justification for the shed slope. Identify how it meets or exceeds the FAA's design criteria. The justification will include cost and schedule impacts, environmental issues, and recommendations.

### 6.2. Draft Modifications to Standards to the Port

Prepare and submit Draft Modifications to Standards to the Port. The Port will review and comment on the Modification to Standards form.

*Deliverable:* One electronic PDF of the Draft Modifications to Standards sent to the Port.

### 6.3. Respond to Port Comments

Review and respond to comments from the Port. Develop and submit a response matrix for all received comments.

*Deliverable:* One electronic PDF copy of the response matrix emailed to the Port.

### 6.4. Draft Modification to Standards to FAA (SEA ADO)

Prepare and submit the Draft Modification to Standards to the FAA's Seattle Airport District Office (SEA ADO). The form will incorporate the addressed comments from the previous task. Assume there will be two submittals/comments on the draft Modifications to Standards to FAA SEA ADO.

*Deliverable:* One electronic PDF copy of the Draft Modifications to Standards sent to the FAA SEA ADO.

### 6.5. Review Meeting with Port and FAA (SEA ADO)

Prepare for and conduct a conference call with both the Port and FAA. The Consultant will develop a meeting agenda, take notes at the meeting, and then submit meeting minutes.

*Deliverable:* One electronic PDF of the meeting minutes sent to the Port and FAA.



## 6.6. Respond to FAA (SEA ADO) Comments

Review and respond to review comments from the FAA SEA ADO. Develop and submit a response matrix for all received comments. Assume there will be **two** submittals/comments on the draft Modifications to Standards to FAA SEA ADO.

*Deliverable:* One electronic PDF of the response matrix emailed to the Port and FAA SEA ADO.

## 6.7. Draft Modification to Standards to FAA (HQ)

Prepare and submit the Modification to Standards to the FAA's Headquarters (HQ). The form will incorporate the addressed comments from the previous task. Submit to the FAA SEA ADO for distribution to FAA HQ. Assume there will be **two** submittals/comments on the draft Modifications to Standards to FAA SEA HQ.

*Deliverable:* One electronic PDF of the Draft Modifications to Standards sent to the FAA SEA ADO for distribution.

## 6.8. Respond to FAA (HQ) Comments

Review and respond to review comments from FAA HQ. Develop and submit a response matrix for all comments are addressed. Submit the package to the FAA SEA ADO for distribution to FAA HQ. Assume there will be **two** submittals/comments on the draft Modifications to Standards to FAA SEA HQ.

*Deliverable:* One electronic PDF of the response matrix emailed to the Port and FAA SEA ADO for distribution.

## 6.9. Final Modification to Standards to FAA (HQ)

Prepare and submit the Final Modification to Standards to FAA HQ. This package will include the addressed comments from the previous task. Submit the package to the FAA SEA ADO for distribution to FAA HQ.

*Deliverables:*

- Three hardcopies of the Final Modification to Standards to the Port.
- Two hardcopies of the Final Modification to Standards to the FAA SEA ADO.

- One electronic PDF copy of the Final Modifications to Standards sent to the Port and the FAA SEA ADO.

#### 6.10. Coordinate Final FAA Modification to Standards Determination

Coordinate the Final FAA Modification to Standards Determination with the Port and the FAA.

### 7. AIP Grant Closeout

Assist the Port with the grant closeout process. The following passage outlines the tasks required for the FAA Grant Closeout process.

#### 7.1. General Project Closeout Requirements

Prepare project closeout items identified in Task 1 and 8 of the FAA's Engineering Guidance 2013-12 for Final Reports. The Consultant will provide an AIP Project Closeout Checklist within the appendices of the draft and final report. The checklist will identify the applicable sections that apply to this phase of the project. Port will develop and submit both the SF 271 and SF-425 forms.

#### 7.2. Draft Closeout Report

Prepare and submit the draft closeout report to the Port and FAA. It is anticipated that review of the draft report will take four weeks.

*Deliverables:* Submit one electronic PDF copy of the draft closeout report to the Port and FAA.

#### 7.3. Respond to Comments

Review and respond to comments from both the Port and the FAA on the draft closeout report. The comments collected during this task will be incorporated into the final closeout report.

#### 7.4. Final Closeout Report

Prepare and submit the final closeout report to the Port and FAA.

*Deliverables:* Submit the final closeout report in the following forms:

- Two hardcopies of the final closeout report to the Port

- One hardcopy of the final closeout report to the Consultant
- One hardcopy of the final closeout report to the FAA
- One electronic copy in PDF format of the final closeout report to the Port and FAA

## 8. Design Engineering (60 Percent)

The plans will be designed in accordance with the applicable FAA Advisory Circulars, including:

AC 150/5300-13A	Airport Design
AC 150/5320-5D	Airport Drainage Design
AC 150/5320-6E	Airport Pavement Design and Evaluation
AC 150/5340-1L	Standards for Airport Markings
AC 150/5340-18F	Standards for Airport Sign Systems
AC 150/5340-30H	Design and Installation Details for Airport Visual Aids
AC 150/5345-46E	Specification for Runway and Taxiway Light Fixtures
AC 150/5050-8	Environmental Management Systems for Airport Sponsors
AC 150/5370-2F	Operational Safety on Airports During Construction
AC 150/5370-10G	Standards for Specifying Construction of Airports

### 8.1. Electrical Improvements

The electrical subconsultant will conduct a review and analysis of the existing lighting system. The information gathered will serve as a basis for the electrical design. The electrical subconsultant will provide design assistance to the Consultant. The electrical subconsultant's scope of services is attached as Exhibit E.

### 8.2. Design Elements

#### 8.2.1. Permit Review

Identify the required permits for the construction of the project. Permit submittals will be included in the next phase of the project.

#### 8.2.2. Categorical Exclusion Form

The Consultant will develop and submit a Categorical Exclusion (CatEx) Form to the Port and FAA. The Consultant will utilize available resources from Scope Item No. B.3 and other relevant documents. It is anticipated that one draft version of the CatEx will be submitted to the FAA and Port. The Consultant will collect

comments and revise the CatEx form once. The Consultant will submit a final version of the form to the FAA and Port.

*Deliverables:*

- One electronic draft copy to the FAA and the Port.
- One electronic and one hardcopy of the final CatEx form to the FAA and Port.

#### 8.2.3. Edge Lighting

Design runway edge lighting based on FAA AC 150/5340-30H. Coordinate edge light locations with electrical subconsultant. The electrical subconsultant will use the lighting layout to design conduit and handhole layout.

#### 8.2.4. Pavement Marking Design

Develop a pavement marking layout and details. The Consultant will coordinate with the FAA on the visual vs. non-precision markings for Runway 9. The FAA will determine applicability for a non-precision approach.

### 8.3. Design (60 Percent)

#### 8.3.1. 60 Percent Level Plan Set

Utilizing the information and data developed in the previous tasks, design drawings, and contract documents will be prepared to the 60 percent level. The drawings will include a site layout plan showing locations of existing structures, grading, paving, utilities, and all proposed site improvements. Plans will be developed to the FAA's design and engineering standards using the most current advisory circulars. The plans for the project will be developed in AutoCAD format.

The 60 percent design will include:

- Cover
- Legend and Abbreviations
- Project Layout Plan
- Survey Control/Layout
- Construction Safety and Phasing Plan (2 sheets)
- Erosion Control Plan (5 sheets)

- Erosion Control Details and Notes (2 sheets)
- Pavement Removal Plan (3 sheets)
- Runway Plan and Profile (5 sheets)
- Connecting Taxiway Plan and Profile (2 sheets)
- Typical Grading Sections (2 sheets)
- Drainage Plan and Profile (5 sheets)
- Drainage Details and Notes (2 sheets)
- PAPI and REIL Plan and PAPI Profile (2 sheets)
- Electrical Site Plan
- Electrical Demolition Schedule (5 sheets)
- Electrical Improvements (5 sheets)
- Electrical Details (3 sheets)
- New Lighting Schedule (5 sheets)
- New Signage and Handhole Schedule (2 sheets)

#### 8.3.2. 60 Percent Level Quantities and Costs

Develop an engineer's opinion of probable construction cost to a 60 percent completion level. This task will incorporate a schedule of estimated quantities, projected unit prices, and total preliminary cost for the project.

#### 8.3.3. 60 Percent Level Project Manual

The Consultant will develop a project manual for the 60 percent design level. The manual will compile the FAA and Port Division 00 and 01 (General and Special Provisions) documents. Develop technical specifications in accordance with FAA standards. Any deviations from FAA standard will require a modification to standard request.

#### 8.3.4. 60 Percent Level QA Design Review

Conduct a Quality Assurance (QA) review of the 60 percent design submittal and engineer's opinion of cost.

#### 8.3.5. Review Subconsultant's 60 Percent Design

Review and provide feedback to the subconsultant regarding their design aspects for the project.

#### 8.3.6. Draft Design Report

Develop a draft Engineer's Design Report in conformance with FAA requirements, including:

- Scope of Proposed Project
- Photographs
- List of FAA Advisory Circulars, Design, and Construction Standards
- Modification to Standards
- Environmental Considerations
- Delineation of AIP Non-participating Work
- Phasing and Scheduling Recommendations
- Project Quantities and Opinion of Probable Construction Costs

#### 8.3.7. 60 Percent Level CSPP

Develop a project Construction Safety and Phasing Plan (CSPP) in conformance with the FAA's Advisory Circular 150/5370-2F. This subtask includes the coordination with the Port and FAA, developing the safety and phasing plans, and preparing the CSPP report document for the FAA's review.

#### 8.3.8. Submit Draft 60 Percent Level Design Documents

Prepare and submit the 60 percent design documents for the Port and FAA review.

*Deliverables:* Provide and submit the 60 percent design plans, engineer's opinion of probable construction costs, and draft design report. The submittal will be in the following form:

- Three half-size (11"x17") hardcopies of the plans for the Port. One half-size (11"x17") hardcopy of the plans for the FAA.
- One hardcopy of the engineer's opinion of probable construction costs to the Port and the FAA.
- Three hardcopies of the draft CSPP for the Port. One hardcopy of the draft CSPP to the FAA.
- Three hardcopies of the draft design report for the Port. One hardcopy of the draft design report to the FAA.

## 8.3.9. Review Meeting

Review the 60 percent level design and CSPP with the Port and FAA personnel. The review meeting will be at the Port's office.

## 8.3.10. Incorporate Comments from 60 Percent Review

Compile the Port's and FAA's comments from the 60 percent submittal review. Incorporate applicable comments into the plans, CSPP, design report, and project manual.

## C. PORT OF PORT TOWNSEND RESPONSIBILITIES

The Port of Port Townsend is responsible for the following project items:

1. Provide clearance/access to the Airport.
2. The Port will sign and distribute grant application to the FAA and Consultant.
3. Submit up to six FAA Reimbursement Requests through the project's duration. The Port will use the Delphi eInvoicing System or forms (SF-270, SF-271). The Consultant will assist the Port in developing the reimbursement requests.
4. The Port will develop and submit both the SF 271 and SF-425 forms at grant closeout.
5. Assist with identifying key stormwater issues such as known ponding or flooding areas.
6. Review and provide feedback on all submittals.

## D. ASSUMPTIONS

The Scope of Services and estimated fees are based on the following assumptions:

1. Stormwater quality sampling and testing of the runoff is not included.
2. Noise contours are not included in this scope of services.
3. A wildlife hazard assessment is not included.
4. A pavement life-cycle analysis is not included.

5. It is anticipated that the alternatives for pavement rehabilitation will not impact the environment adversely. The Consultant will submit a Categorical Exclusion Form for review by the FAA. It is assumed that no further environmental investigation will be needed beyond Scope Item No. B.3. If additional environmental work is needed, these tasks will be part of a separate scope of work.
6. The Consultant will provide stamped and signed record survey with final construction documents. This is not included in this scope of work.
7. An Airport Layout Plan (ALP) update is not included. The Consultant will update the ALP in a later phase of the project.
8. Permit acquisition is not included in this scope of services. If necessary, permit acquisition will be included in a future phase.
9. A SEPA Checklist is not included in this scope of services. If necessary, the development and submittal of a SEPA Checklist will be included in a future phase.
10. Preparation of SEPA permit documents not included within this scope of services.
11. Bidding and construction assistance is not included.

kab\H:\23Ap\14\913\024 JCIA RW 9-27 Rehab\Predesign\Phase I\Predesign Scope – Draft Re-v5.doc\deb&smk



Estimate of Professional Services										EXHIBIT B																													
728 134th Street SW Everett, WA 98204 (425) 741-3800 (425) 741-3900 FAX										PROJECT: JCIA - Runway 9-27 Rehab Phase 1 CLIENT: Port of Port Townsend PROJ. NO: 232015.025 FILE: #N/A										BY: deb/smk DATE: 5/30/17 Checked by dls 12/5/16										CHKD BY: kab 6/12/17									
	Principal	Senior Engineer / Planner	Survey Crew	Project Engineer	Project Surveyor	Survey Tech	PA	Tech Writer II	Drafter	Total Labor hours	Total DSC	OH Factor	DSC + OH	Mileage	Travel & Misc	Subs	Total Reimb	Labor & Reimb	Number of trips and Mtgs																				
Hourly Rate:	\$61.30	\$57.45	\$56.67	\$43.00	\$39.50	\$25.00	\$33.53	\$31.28	\$37.50				215.66%	\$0.535	cost	cost	10%																						
Task No.	Description																			\$	\$																		
1 Project Formulation																																							
1.1	Proj Dev Kick-off Meeting	8.00		8.00						16	804	1,733	2,537	54	37		91	2,628	1																				
1.2	Prel Research & Record Review			4.00						4	172	370.9352	543				0	543																					
1.3	Work Elements Coordination	1.00		24.00						25	1089.45	2349.508	3,439				0	3,439																					
1.4	Programming Project Estimates	4.00		24.00						28	1261.8	2721.198	3,983				0	3,983																					
1.5	Predesign Checklist									0	0	0	0				0	0																					
1.5.1	Draft Predesign Checklist			6.00				2.00		8	320.56	691.3197	1,012				0	1,012																					
1.5.2	Predesign Conference			8.00						8	344	741.8704	1,086	54	37		91	1,177	1																				
1.5.3	Respond to Comments			6.00						6	258	556.4028	814				0	814																					
1.5.4	Final Predesign Checklist			2.00				1.00		3	117.28	252.926	370				0	370																					
1.6	FAA Planning Coordination	6.00		4.00						10	516.7	1114.315	1,631				0	1,631																					
1.7	IFE Coordination			6.00						6	258	556.4028	814				0	814																					
Subtotal Task 1		0	19	0	92	0	0	0	3	0	114	5,141	11,087.9	16,229	108	75	0	183	16,412	2																			
2 Project Administration																																							
2.1	Proj Admin and Management			12.00			4.00			16	650	1,402	2,052				0	2,052																					
2.2	Coordination with the Port and FAA	2.00		48.00						50	2178.9	4699.016	6,878				0	6,878																					
2.3	Subconsultant Management	2.00		24.00			8.00			34	1415.14	3051.891	4,467				0	4,467																					
2.4	Project Schedule			8.00						8	344	741.8704	1,086				0	1,086																					
2.5	Quarterly Performance Reports			8.00						8	344	741.8704	1,086				0	1,086																					
2.6	Review Subconsultant's Deliverables			8.00						8	344	741.8704	1,086				0	1,086																					
2.7	FAA AIP Grant Coordination & Application	8.00		6.00						14	717.6	1547.576	2,265				0	2,265																					
2.8	DBE Program Update									0	0	0	0				0	0																					
2.8.1	Research/Information Gathering			12.00						12	516	1112.806	1,629				0	1,629																					
2.8.2	Developing DBE Goals and Assign Contacts			8.00						8	344	741.8704	1,086				0	1,086																					
2.8.3	Draft DBE Program Report	1.00		12.00				4.00		17	698.57	1506.536	2,205				0	2,205																					
2.8.4	Port and FAA Review	1.00		2.00						3	143.45	309.3643	453				0	453																					
2.8.5	Finalize DBE Program Report	1.00		6.00				2.00		9	378.01	815.2164	1,193				0	1,193																					
Subtotal Task 2		0	15	0	154	0	0	12	6	0	187	8,074	17,412	25,486	0	0	0	0	25,486	0																			
3 Environmental Review																																							
3.1	Review of Existing Reports	Work included on a separate work order								0	0	0	0			11,326	12,459	12,459																					
3.2	Site Visit									0	0	0	0				0	0																					
3.3	Alternative Impacts & Enviro Memo									0	0	0	0				0	0																					
Subtotal Task 3		0	0	0	0	0	0	0	0	0	0	0	0	0	0	11,326	12,459	12,459	0																				
4 Data Collection and Design Work Elements																																							
4.1	Topographic Survey	14.00		64.00		32.00	46.00	3.00		159	7,000	15,095	22,095				0	22,095																					
4.2	Secure Existing AGIS Data			4.00		2.00				6	251	541	792				0	792																					
4.3	Confirm AGIS Survey w/ Ground Survey					4.00				4	158	341	499				0	499																					
4.4	Confirm Existing RW End Locations					4.00				4	158	341	499				0	499																					
4.5	Records Review			16.00						16	688	1,484	2,172				0	2,172																					
4.6	Geotechnical Report									0	0	0	0				0	0																					
4.6.1	Geotechnical Exploration and Report									0	0	0	0			25,275	27802.5	27,803																					
4.6.2	Geotechnical Coordination			8.00						8	344	742	1,086	54	37		91.4	1,177	1																				
4.7	Code & Criteria Review			4.00						4	172	371	543				0	543																					
4.8	Define Alternatives			8.00						8	344	742	1,086				0	1,086																					
4.9	Existing and Forecast Fleet Mix Evaluation	12.00		4.00						16	861	1,858	2,719				0	2,719																					
4.10	Confirm RW/TW Separation & Holdline Loc Meet Stds			2.00						2	86	185	271				0	271																					
4.11	Design Elements									0	0	0	0				0	0																					
4.11.1	Design Base Map			8.00						8	344	742	1,086				0	1,086																					
4.11.2	Field Investigation	8.00		8.00						16	804	1,733	2,537	54	37		91.4	2,628	1																				
4.11.3	Pavement Design	2.00		8.00						10	459	990	1,449				0	1,449																					
4.11.4	Erosion Control Design	2.00		4.00						6	287	619	906				0	906																					
4.11.5	(2x) RW Profile and Cross Sect Design	4.00		16.00						20	918	1,979	2,897				0	2,897																					
4.11.6	(2x) Storm Drainage Design	8.00		16.00						24	1,148	2,475	3,623				0	3,623																					
4.11.7	(2x) Subdrain Design	2.00		8.00						10	459	990	1,449				0	1,449																					
4.12	Design for Shed and Crown (30 Percent)									0	0	0	0				0	0																					
4.12.1	(2x) 30 Percent Level Plan Sets (26 shts)	8.00		32.00				32.00		72	3,036	6,547	9,582				0	9,582																					
4.12.2	(2x) 30 Percent Level Quantities and Costs	2.00		8.00						10	459	990	1,449				0	1,449																					
4.12.3	(2x) 30 Percent Level QA Design Review	2.00								2	123	264	387				0	387																					
4.12.4	Submit Draft 30 Percent Level Design Documents	1.00		4.00				2.00		7	304	657	961		150		150	1,111																					
4.12.5	Review Meeting	2.00		2.00						4	201	433	634				0	634																					
4.12.6	Incorporate Comments from 30 Percent Review	1.00		4.00				2.00		7	304	657	961				0	961																					

Reid Middleton		Estimate of Professional Services										EXHIBIT B											
728 134th Street SW Everett, WA 98204 (425) 741-3800 (425) 741-3900 FAX		PROJECT: JCIA - Runway 9-27 Rehab Phase 1 CLIENT: Port of Port Townsend PROJ. NO: 232015.025 FILE: #N/A		BY: deb DATE: 12/05/16 Checked by dls 12/5/16										CHKD BY: kab 6/12/17									
		Principal	Senior Engineer / Planner	Survey Crew	Project Engineer	Project Surveyor	Survey Tech	PA	Tech Writer II	Drafter	Total Labor hours	Total DSC	OH Factor	DSC + OH	Mileage	Travel & Misc	Subs	Total Reimb	Labor & Reimb	Number of trips and Mtgs			
Hourly Rate:		\$61.30	\$57.45	\$56.67	\$43.00	\$39.50	\$25.00	\$33.53	\$31.28	\$37.50				215.66%		\$0.535	cost	cost	10%				
Task No.	Description														\$	\$							
8 Design Engineering (60%)																							
8.1	Electrical Improvements										0	0	0	0				16,658	18,324	18,324			
8.2	Design Elements										0	0	0	0					0	0			
8.2.1	Permit Review		2.00		8.00						10	458.9	989.6637	1,449					0	1,449			
8.2.2	Category Exclusion Form		4.00		16.00						20	917.8	1979.327	2,897					0	2,897			
8.2.3	Edge Lighting		4.00		16.00						20	917.8	1979.327	2,897					0	2,897			
8.2.4	Pavement Marking Design		2.00		8.00						10	458.9	989.6637	1,449					0	1,449			
8.3	Design Concept (60 Percent)										0	0	0	0					0	0			
8.3.1	60 Percent Level Plan Set (42 civil sheets)		8.00		42.00					42.00	92	3840.6	8282.638	12,123					0	12,123			
8.3.2	60 Percent Level Quantities and Costs		2.00		8.00						10	458.9	989.6637	1,449					0	1,449			
8.3.3	60 Percent Level Project Manual		4.00		16.00				16.00		36	1418.28	3058.663	4,477					0	4,477			
8.3.4	60 Percent Level QA Design Review		4.00								4	229.8	495.5867	725					0	725			
8.3.5	Review Subconsultant's 60 Percent Design		1.00		4.00						5	229.45	494.8319	724					0	724			
8.3.6	Draft Design Report		1.00		16.00				4.00		21	870.57	1877.471	2,748					0	2,748			
8.3.7	60 Percent Level CSPP		2.00		16.00				2.00		20	865.46	1866.451	2,732					0	2,732			
8.3.8	Submit Draft 60 Percent Level Design Documents		1.00		2.00				2.00		5	206.01	444.2812	650		150		150	800				
8.3.9	Review Meeting		8.00		8.00						16	803.6	1733.044	2,537	54	37		91.4	2,628	1			
8.3.10	Incorporate Comments from 60 Percent Review		1.00		4.00					4.00	9	379.45	818.3219	1,198				0	1,198				
Subtotal Task 1		0	44	0	164	0	0	0	24	46	278	12,056	25,999.9	38,054	54	187	16,658	18,565	56,620	1			
TOTAL HOURS		0	44	0	164	0	0	0	24	46	278	12,056	25,999	38,054	54	187	16,658	18,565	56,620	1			
Direct Salary Cost		0	2,528	0	7,052	0	0	0	751	1,725		12,056											
Direct Nonsalary Expenses												Total Direct Salary Cost (DSC)									\$12,056		
Travel 1 trips @ (100 miles x \$0.535/mi)												\$54	Overhead (215.66% of DSC)									\$25,999	
Ferry Fare; 1 trips @ \$37.40 (car + driver + 1)												\$37	Total Labor Cost									\$38,054	
Per Diem 0 @ \$61												\$0	Fixed Fee 12% of Total Labor Cost									\$4,567	
Reproduction (1 submittal @ \$150)												\$150	Subtotal									\$42,621	
Subconsultants												\$18,324	Total Direct Nonsalary Expenses									\$18,565	
Total Direct Nonsalary Expenses												\$18,565	TOTAL COST (Total Labor, Fixed Fee & Expenses)									\$61,186	
GRAND TOTAL COST OF PRELIMINARY, 30%, AND 60% DESIGN (Total Labor, Fixed Fee & Expenses)																					\$262,809		

**Reid Middleton, Inc.**  
**Exhibit "C" Schedule of Charges**  
**Effective July 1, 2017 through June 30, 2018**

<b>I. Personnel</b>	<b>Hourly Rate</b>
Principal .....	\$ 200.00 - \$ 245.00
Principal Engineer/Principal Planner/Principal Surveyor .....	\$ 200.00 - \$ 240.00
Senior Engineer/Senior Planner/Senior Surveyor .....	\$ 175.00 - \$ 195.00
Project Engineer/Project Designer/Project Surveyor/Project Planner .....	\$ 135.00 - \$ 165.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II .....	\$ 110.00 - \$ 130.00
Designer I/Planner/CAD Technician II .....	\$ 100.00 - \$ 115.00
Project Administrator .....	\$ 95.00 - \$ 110.00
CAD Technician I/Survey Technician/Technician/Technical Writer I .....	\$ 70.00 - \$ 100.00

Survey Crew (2 Person/RTK/Robotic/Scanning)..... \$ 170.00  
Survey Crew (3 Person/GPS)..... \$ 260.00

Expert Witness/Forensic Engineering ..... 1.5 times usual hourly rate (4 hour minimum)

Individuals not in the regular employ of Reid Middleton may occasionally be engaged to meet specific project requirements. Charges for such personnel will be comparable to charges for regular Reid Middleton personnel.

A premium may be charged if project requirements make overtime work necessary.

<b>II. Equipment</b>	<b>Rate</b>
Design Software/Computer Aided Drafting .....	\$ 12.00/hour

<b>III. Reimbursable Expenses</b>	
Local Mileage - Automobile .....	\$ 0.65/mile
Local Mileage - Survey Truck .....	\$ 0.65/mile
Expenses that are directly attributable to the project are invoiced at cost plus 15%. These expenses include, but are not limited to, subconsultant or subcontractor services, travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and other costs directly applicable to the project.	

A new schedule of charges is issued and becomes effective July 1 each year. Charges for all work, including continuing projects initiated in prior years, will be based on the latest schedule of charges.

<b>IV. Client Advances</b>	
Unless the parties agree otherwise in writing, charges for the following items shall be paid by the client directly, shall not be the responsibility of Reid Middleton, and shall be in addition to any fee stipulated in the agreement: government fees, including permit and review fees; soils testing fees and costs; charges for aerial photography; and charges for monuments. If Reid Middleton determines, in its discretion, to advance any of these costs in the interest of the project, the amount of the advance, plus a fifteen percent administrative fee, shall be paid by the client upon presentation of an invoice therefore.	

**PORT OF PORT TOWNSEND**

**MEETING OF:** June 28, 2017

**AGENDA ITEM:** VII. Regular Business  
C. May 2017 Financials

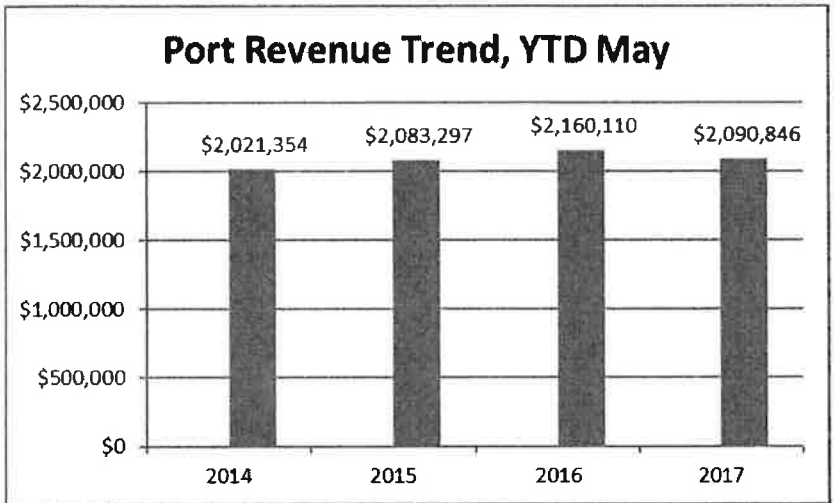
**BACKGROUND:**

In the Commission meeting packet for their review, is the year-to-date operating results of the Port. This is measured against the same period of the prior year and compares the budget to actual percentage of activity. The highlights of activity results are included in the narrative.

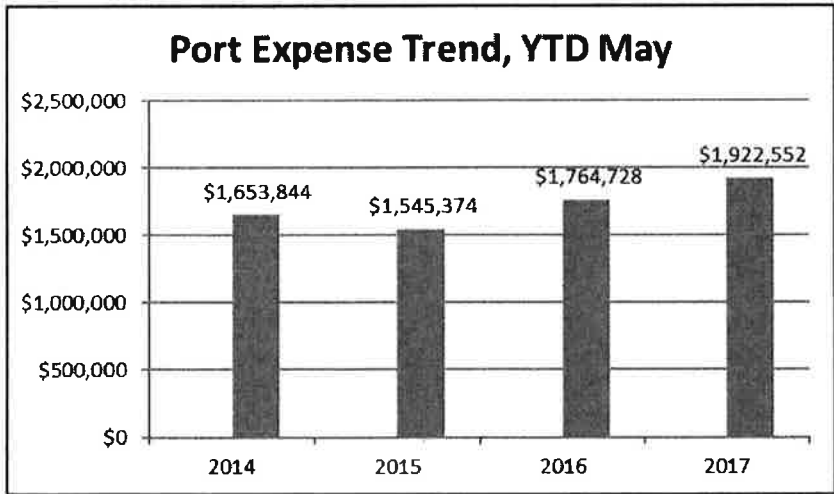
**Executive Director's Recommendation:**

For discussion.

DATE: June 23, 2017  
TO: Commissioners and Directors  
FROM: Abigail Berg, Director of Finance & Administration  
SUBJECT: Port Operating Results as of May 31, 2017



YTD Operating Revenues are \$69,246 less than the previous year, and short of budgeted amounts by 7%, although the new rates did not go into effect until April 1 (for Marinas & RV Parks) and May 1 (Yard). This revenue variance *improved* by \$12,815 since April. Utilities continue to be the only revenue line item above budget at 44.9%, though Ramps are very close to budget at 41%. Yard operation revenues are the most significant comparative difference between 2017 and 2016 at \$83,252 (decrease).



Through May 2017, Operating Expenses are at 38.8% of total budget while we are through 42% of the year. Compared to the previous year, total Operating Expenses are up by \$157,824. Outside Services is the only expense ahead of budget, by 4.3% or \$19,062. The remaining Operating Expense line items are below budget.

Before depreciation, Net Operating Income is \$168,294 and after depreciation, there is a loss of \$496,806. When including Non-Operating Revenues and Expenses, there is a Net Loss of \$192,471. This exceeds the previous year by \$344,737. The YTD loss *decreased* by \$28,320 in May when compared to April.

In March, the Port expended \$12,489 in WIP (capital project "Work in Progress"). These expenses were for the L3 Stormwater, Point Hudson Jetty and JCIA Runway Rehabilitation projects.

On May 1<sup>st</sup>, the Port paid \$209,372 in principle and interest on the 2013 Jr. Lien Revenue Bond. For the remainder of 2017, the following Debt Service payments will be due:

- June 1<sup>st</sup> - \$108,819 interest for 2010 LTGO Bond
- July 1<sup>st</sup> - \$431,351 principle and interest for both the 2006 LTGO and 2015 LTGO Bonds
- July 31<sup>st</sup> - \$52,750 principle and interest on CERB loan (*final payment*)
- November 1<sup>st</sup> - \$209,372 principle and interest on the 2013 Jr. Lien Revenue Bond.
- December 1<sup>st</sup> - \$368,819 principle and interest on the 2010 LTGO Bond.

Together these remaining debt service payments for 2017 total \$1,171,111.

End of month, the cash and investment balances were \$2,965,001, down by \$46,408 from April. Of that cash and investment balance \$802,234 are reserves leaving a \$2,162,767 in unreserved cash and investment balances.

**Port of Port Townsend**  
**Summary of Operating & Non-Operating Revenues & Expenses**  
**2017 Activity with Comparison to Prior Year and Budget**

	Actual thru May 31, 2016	Actual thru May 31, 2017	Variance year to year	2017 Budget	% Actual to Budget at 42% of year
<b>REVENUES</b>					
Marinas and RV Parks	903,764	889,412	(14,352)	2,660,000	33.4%
Yard Operations	679,181	595,929	(83,252)	1,764,924	33.8%
Property Leases & Use	452,052	466,316	14,264	1,215,000	38.4%
Fuel Sales & Leases	12,437	13,361	924	50,000	26.7%
Ramp Use	21,331	22,547	1,216	55,000	41.0%
Utilities	91,345	103,281	11,936	230,076	44.9%
<b>Total Operating Revenues</b>	<b>2,160,110</b>	<b>2,090,846</b>	<b>(69,264)</b>	<b>5,975,000</b>	<b>35.0%</b>
<b>OPERATING EXPENSES</b>					
Personnel	1,096,252	1,242,329	146,077	3,006,270	41.3%
Outside Services	150,106	203,351	53,244	443,310	45.9%
Facilities & Operations	270,451	254,979	(15,472)	805,809	31.6%
Utilities	201,704	198,452	(3,252)	554,180	35.8%
Marketing	21,992	11,828	(10,163)	54,450	21.7%
Economic Development	12,500	-	(12,500)	40,000	0.0%
Travel & Training	7,824	6,614	(1,210)	30,000	22.0%
Cost of Goods - Fuel	3,900	4,688	788	12,000	39.1%
Community Relations	-	310	310	4,000	7.8%
<b>Total Operating Expenses</b>	<b>1,764,728</b>	<b>1,922,552</b>	<b>157,824</b>	<b>4,950,019</b>	<b>38.8%</b>
<b>Income from Operations w/o Depr</b>	<b>395,382</b>	<b>168,294</b>	<b>(227,088)</b>	<b>1,024,981</b>	<b>16.4%</b>
<b>Depreciation Expense</b>	<b>637,583</b>	<b>665,100</b>	<b>27,517</b>	<b>1,585,632</b>	<b>41.9%</b>
<b>Income (Loss) from Operations w/Depr</b>	<b>(242,201)</b>	<b>(496,806)</b>	<b>(254,605)</b>	<b>(560,651)</b>	<b>88.6%</b>
<b>Non-Operating Revenue</b>					
Capital Contributions/Grants	88,388	10,681	(77,707)	168,750	6.3%
Interest	18,601	7,033	(11,568)	38,000	18.5%
Property & other taxes	438,755	421,859	(16,896)	1,020,000	41.4%
Miscellaneous Non-Operating Revenue	9,408	21,830	12,423	16,200	134.8%
<b>Total Non-Operating Revenues</b>	<b>555,151</b>	<b>461,403</b>	<b>(93,748)</b>	<b>1,242,950</b>	<b>37.1%</b>
<b>Non-Operating Expenses</b>					
Bond Interest	155,551	147,352	(8,199)	369,339	39.9%
Bond Mgmt, Issuance, Investment	5,132	9,716	4,583	154,940	6.3%
Election Expense	-	-	-	17,340	0.0%
<b>Total Non-Operating Expenses</b>	<b>160,683</b>	<b>157,068</b>	<b>(3,616)</b>	<b>541,619</b>	<b>29.0%</b>
<b>Net Non-Operating Income(Expense)</b>	<b>394,468</b>	<b>304,336</b>	<b>(90,132)</b>	<b>701,332</b>	<b>43.4%</b>
<b>Net Income (Loss)</b>	<b>152,266</b>	<b>(192,471)</b>	<b>(344,737)</b>	<b>140,680</b>	<b>-136.8%</b>