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**Port of Port Townsend
1st Monthly Meeting Agenda
Wednesday, July 12, 2017, 1:00 p.m.
Port Commission Building
333 Benedict Street
Port Townsend, WA**

- I. Call to Order / Pledge of Allegiance
- II. Approval of Agenda
- III. Consent Agenda
 - A. Approval of Meeting Minutes – June 28, 2017.....1-5
 - B. Approval of Warrants
- VIII. Staff Comments (moved order to accommodate staff scheduling)
 - A. Introduction of New Employees
- IV. Public Comments (not related to Agenda)
- V. Second Reading
- VI. First Reading
 - A. 2018 Draft Operating & Capital Budget Development Schedule.....6-7
- VII. Regular Business
 - A. Professional Services Agreement – Point Hudson.....8-30
 - B. Workyard Resurfacing Project – Bid and Contract Award.....31-41
 - C. Stormwater Update.....42
- VIII. Staff Comments (continued)
- IX. Public Comments
- X. Commissioner Comments
- XI. Next Regular Meeting:
Wednesday, July 26, 2017 at 5:30 p.m., Port Commission Building, 333 Benedict Street, Port
Townsend, WA
- XII. Executive Session:
- XIII. Adjournment

PORT COMMISSION REGULAR MEETING– June 28, 2017

The Port of Port Townsend Commission met in regular session at District 2 location: Chimacum Grange, 9572 Rhody Drive, Chimacum

Present: Commissioners – Hanke, Clinefelter and Tucker
Executive Director Gibboney
Auditor Berg
Director of Operations & Business Development Englin
Director of Planning Toews
Attorney Lake
Minutes – Nelson

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE:

Commissioner Hanke called the meeting to order at 5:30 p.m.

II. APPROVAL OF AGENDA:

Executive Session on Litigation, pursuant to RCW 42.30.110 (i), fifteen minutes with no action.

Commissioner Clinefelter moved to approve the Agenda as presented.

Commissioner Tucker seconded the motion.

Motion carried by unanimous vote.

III. CONSENT AGENDA:

A. Approval of Public Workshop Minutes – June 14, 2017

Approval of Regular Meeting Minutes – June 14, 2017

B. Approval of Warrants

Warrant #057792 through #057801 in the amount of \$14,649.79 for Payroll & Benefits
Electronic Payment in the amount of \$68,855.07 for Payroll & Benefits

Warrant #057802 through #057832 in the amount of \$33,539.77 for Accounts Payable

Warrant #057833 in the amount of \$10,647.87 for Accounts Payable

Electronic Debit in the amount of \$11,145.65 for WA State Dept. of Revenue Combined
Excise Tax Return for May 2017

Commissioner Tucker moved to approve the Consent Agenda as presented.

Commissioner Clinefelter seconded the motion.

Motion carried by unanimous vote.

IV. PUBLIC COMMENTS (Not related to agenda):

V. SECOND READING (Action Items):

VI. FIRST READING (Discussion Only):

VII. REGULAR BUSINESS:

A. FAA Airport Improvement Program Grant Authorizing Resolution No. 667-17
(1:13):

Mr. Toews explained Federal money has been appropriated for Phase I (environmental and engineering work) for the runway project. However, to formally secure funding the Commission is required to authorize a resolution to proceed with the airport grant application.

Commissioner Hanke asked what would happen with the funding if the Commission delayed the project. Mr. Toews discussed that circumstance.

Ms. Gibboney stated WSDOT Aviation begins their next round of runway assessments within the next few weeks and hopes to have results at the next meeting. She reported the pilot community is concerned current runway conditions might not warrant repaving. Ms. Gibboney reported WSDOT Aviation would not recommend repaving if conditions were not warranted.

Commissioner Hanke expressed his concerns about approving the project when the scope and cost of the project is not yet known.

Mr. Toews stated that the FAA determined the state of the runway based on the 2012 index, per FAA circular. He emphasized that the resolution presented is for Phase I - design and environmental work only.

Commissioner Tucker discussed the two different possibilities for the runway repaving – crown or shed and associated costs. He also asked questions about the airport classification.

Shannon Kinsella of Reid Middleton, project manager for the runway, addressed the commissions' concerns and questions. She discussed the differences in planning/design work of both a crown runway and a shed runway.

Commissioner Tucker moved to adopt Resolution No. 667-17 as presented.

Commissioner Clinefelter seconded the motion.

Motion carried by unanimous vote.

B. Professional Services Contract-Jefferson County International Airport Runway Rehab Phase I:

Commissioner Tucker moved to approve the Professional Services Contract with Reid Middleton as presented.

Commissioner Clinefelter seconded the motion.

Motion carried by unanimous vote.

C. May 2017 Financials (13:49):

Ms. Berg presented the May 2017 financials with a year-to-date comparison to 2016. Among items, she pointed out the decreased operating revenues compared to the previous year. She reminded that moorage rate increases did not go in to affect until April and yard rate increases not until May. Operating expenses are below budget but up compared to the previous year and she explained reasons for the increase in expenses.

Discussions included positive net operating income, debt service, the effects of the Travelift accident, etc.

Mr. Englin talked about the Travelift incident and overtime hours worked by yard staff to accommodate customers.

Ms. Gibboney reported staff plans to debrief with the insurance company on the Travelift claim.

She stated she receives positive feedback on our customer service.

VIII. STAFF COMMENTS (23:14):

Ms. Gibboney reported the Stormwater Level 3 report is still under review by the Dept. of Ecology and hopes to receive a response within the next few days.

She reported the contract and scope with Landau would be presented to the commission at the next meeting.

Ms. Gibboney talked about the Point Hudson planning process and the Collaboration Workshop with the City and NW Maritime Center taking place tomorrow night at the Maritime Center.

She stated July commission workshop discussions would include cash flow, capital projects and a mid-year check-in. In August, workshop discussions would include business planning with managers and the budget

Ms. Gibboney announced the first meeting has been scheduled with the Teamsters Union bargaining unit. The Union contract expires this year.

She reported she (and Mr. Englin) met with Fire Chief (Pomeroy) to discuss the lease renewal of the storage unit at the airport. She informed the past lease agreement with the Fire Department included fire protection services at the airport. Now, the Interlocal Agreement for services will be separate from the lease. Further discussion ensued on issues relating to the Fire Department.

Mr. Englin stated he continues working on leases, performing due diligence and documentation compliance, organization.

He continues to work with Marc Horton and Terry Khile on the stormwater project.

Mr. Englin reported Quilcene passed a Dept. of Ecology Level 4 fuel facility inspection in today and said a clean bill of health was received. The fuel facility at Boat Haven (leased to a private company) was inspected as well, and he believes that inspection also passed.

Mr. Englin updated the commission on the PLIA Grant (Pollution Liability Insurance Agency) and the underground storage tanks at the airport. He explained the funding and award determination process.

Ms. Matej briefed on tomorrow's Collaboration Workshop, explaining the main objective is to bring the Port Commission, City Council and Maritime Center board together to participate in an open discussion on past and future Point Hudson, discuss the "Six Strategies for Collaboration", address the issues, and to work in collaboration.

Ms. Matej pointed out an article in today's Leader about well-known local pilot Summer Martel who will be performing acrobatic stunts at the Arlington Fly-in in July.

Mr. Toews reported July 5 is the deadline for submittal of the BIG grant application for the north Jetty at Point Hudson. He reminded this is a stand-alone from the south jetty project.

He is completing the contract and scope of work for engineering firm Mott McDonald for 100% design work on the south jetty. Mr. Toews reported the JARPA was submitted for necessary marine borings for testing subsurface conditions. He stated he is seeking to obtain a letter of exemption from the City and a SEPA exemption letter.

Ms. Berg highlighted agenda details from the recent and very informative WA Public Ports Association (WPPA) Finance Conference she attended at Semiahmoo. She is drafting the 2018 budget schedule, working on the mid-year update, staffing and cost projections for the next commission workshop.

Ms. Nelson reported Ms. Gibboney would be attending the WPPA Directors Conference July 13-14 and Commissioners Tucker and Clinefelter would be present at the WPPA Commissioners Conference July 24-25.

Attorney Lake discussed a decision by the WA Supreme Court on Executive Sessions and the subject of real estate.

IX. PUBLIC COMMENTS (56:56):

George Yount commented on haulouts and marine trades' business, and asked, does the Port have plans to help promote business for the marine trades?

Bill Putney suggested periodically polling marine trades businesses on the Port's performance in reference to economic development, etc.

Bob Frank stated in his opinion, the climate has been "flat" in the yard, partially due to the economy, weather, and the Travelift accident. He has heard from commercial fishermen they are exploring other options for boat work due to rate increases here.

Eric Taylor discussed the fire department and tax parcels at the airport.

X. COMMISSIONER COMMENTS (1:10:29):

Commissioner Tucker reported he attended the Quilcene Last Day of School party and it was "wonderful", with good attendance and was pleased with the sprucing up of the Quilcene Marina facilities.

He reported on the Energy Lunch meeting where solid waste recovery was on the agenda. He talked about the need for a waste recovery plant.

He reported the NODC has been discussing the need for a fiber processing location. Commissioner Tucker stressed that now is a good time to be thinking of infrastructure at the Airport Industrial Park, where both of these facilities could become possible tenants.

Commissioner Hanke thanked staff for the get-well card for his recent knee surgery.

He briefed on a recent dinner meeting with Ms. Gibboney and reps from the NW Maritime Center in preparation of the Collaboration Workshop. He stated it is a long road ahead (Point Hudson planning) but looks forward to the process. He added that he is impressed with consultant Jim Darling of Maul Foster Alonghi (who also attended) on the Point Hudson planning work.

XI. NEXT PUBLIC WORKSHOP / MEETING:

Wednesday, July 12, 2017. Workshop at 9:30 am, meeting at 1:00 pm in the Port Commission Building, 333 Benedict St, Port Townsend.

XII. EXECUTIVE SESSION:

The regular session recessed into Executive Session at 6:50 pm (start time 6:52 pm) to discuss Litigation, pursuant to RCW 42.30.110 (i), duration of fifteen minutes with no action.

XIII. ADJOURNMENT:

The meeting reconvened and adjourned at 7:05 pm there being no further business to come before the Commission.

ATTEST:

Brad A. Clinefelter, Secretary

Peter W. Hanke, President

Stephen R. Tucker, Vice President

PORT OF PORT TOWNSEND

MEETING OF: July 12, 2017

AGENDA ITEM: VI. First Reading
A. 2018 DRAFT Operating & Capital Budget Development Schedule

BACKGROUND:

To be presented.

Executive Director's Recommendation:

For discussion.

**Port of Port Townsend
2018 Operating & Capital Budget Development Schedule** **DRAFT**

*	July 12, 2017	1:00	Draft 2018 Budget Schedule and process discussed at Commission meeting
	July 24-28, 2017	TBD	Group work sessions with Department Managers and Port Directors to discuss budget.
*	July 26, 2017	5:30	Revised Budget Schedule reviewed & final approved by Commission.
*	August 9, 2017	9:30	Workshop session - discuss issues, goals & assumptions, with review of preliminary 2017 mid-year operating results.
	August 10-15, 2017	TBD	Individual work sessions with Department Managers and Port Directors.
	August 28, 2017	9:00	Group work session with Department Managers and Port Directors to discuss budget - as needed.
*	September 13, 2017	9:30	Workshop session - continue discussion of 2018 Budget issues, and review revenue projections. County Assessor will be in attendance to provide presentation of recommended budgeted tax levy for 2018.
*	September 27, 2017	5:30	1st draft of budget and cash flow presented to Commissioners and public.
	September 27, 2017		1st draft of budget posted on Port website, for public comment.
*	October 11, 2017	1:00	2nd review of draft 2018 Budget and Cash Flow projection.
	October 11-25, 2017		Advertise budget hearings in Leader & PDN per RCW 53.35.020
*	October 25, 2017	5:30	1st public hearing and public comment period on 2018 Budget
*	November 8, 2017	1:00	2nd public hearing and public comment period on 2018 Budget - if needed.
*	November 21, 2017	5:30	Adopt final 2018 Budget, including requisite resolutions.
	November 30, 2017		Tax levy resolutions due to Jefferson County, per RCW.

* Commission Meetings

All workshops & meetings will be held in the Commission Room on 333 Benedict Street, Port Townsend, except October 11th which will be held at the Port Ludlow Fire Station (7650 Oak Bay Road, Port Ludlow) and October 25th which will be held at Quilcene Community Center (294952 Hwy. 101, Quilcene).

DRAFT

PORT OF PORT TOWNSEND

MEETING OF: July 12, 2017

AGENDA ITEM: VII. Regular Business
A. Professional Services Agreement – Point Hudson

BACKGROUND:

In April of 2014, Coast & Harbor Engineering (“CHE”, now Mott MacDonald) performed an initial facility condition assessment of the Point Hudson Jetty. Based upon the findings of this initial assessment, the Commission authorized staff to proceed with preliminary engineering design on July 9, 2014, and project permitting on January 13, 2017. Project permitting is now nearly complete. With the exception of the City building permits (the first of which will be applied for in the spring of 2018), all necessary local, state and federal permits are expected to be “in hand” by August of 2017.

The project is being funded, in part, Boating Infrastructure Grant (BIG) obtained by the Port in 2015. In 2016, RCO recommended that the Port request an amendment to its existing grant agreement to “downscope” the project to focus solely upon the South Breakwater, and to seek BIG funding for the North Breakwater as a separate, subsequent, project phase. The South Breakwater project is now anticipated to go to bid in February of 2018, with demolition and reconstruction scheduled between July 2018 and February 2019. Last week, the Port submitted a second BIG application seeking funding assistance for demolition and reconstruction of the North Jetty as a subsequent project phase, and anticipating that construction on “Phase II” will commence in July of 2019 and conclude by February of 2020, one year after completion of the South Jetty.

In order for the project to remain on schedule, it is necessary to proceed now with final engineering design. After completion of a qualifications based review of three coastal engineering firms listed on the roster maintained by the Municipal Research and Services Center (MRSC), Mott MacDonald has been identified as the engineering firm best suited and most qualified to complete the necessary work. In coordination with Mott MacDonald, a proposed Professional Services Agreement (PSA), Scope of Services and upset fee limit have been prepared for Port Commission review and consideration.

Mott MacDonald proposes to complete the work outlined in the attached PSA and Scope of Services for a cost not to exceed \$330,300.00. Anticipated total expenditures (i.e., including past contracts) for engineering services relating to the Point Hudson Jetty Replacement Project remain under 10% of the total estimated project cost, which exceeds \$5,000,000. The work conducted under this final engineering phase will involve 100% design for both the South and North Breakwaters (Phases I and II, respectively), preparation of the bid package for the South Jetty, and construction phase engineering support for the South Jetty. Although preparation of final engineering drawings and specifications for the North Jetty is included within the proposed scope and fee, preparation of bidding documents is not, nor is construction management.

EXECUTIVE DIRECTOR’S RECOMMENDATION:

Approve the attached Contract, Scope of Services and Budget.

**Port of Port Townsend
Professional Services Agreement**

For Point Hudson Marina Breakwater Replacement – Final Design

THIS AGREEMENT is entered into between the Port of Port Townsend, hereinafter referred to as the "PORT," and Mott MacDonald, 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 final engineering design services for replacement of the entrance breakwater structures at the Point Hudson Marina facility. The objective of this project is to build upon the preliminary breakwater design concepts previously completed, and to advance Phase I of the project, demolition and replacement of the South Breakwater, to a point of "bid readiness", with an invitation to bid published in early 2018, and construction to commence in July of 2018. Phase II of the project involves demolition and replacement of the North Breakwater, which is anticipated to follow Phase I by one year (i.e., bid in January 2019 with construction commencing July 2019). The work covered under this agreement includes collection of subsurface site conditions data (geotechnical data) needed to complete final breakwater design, refinement of the concept design for both breakwaters (Phases I and II), 70% design engineering for both breakwaters (Phases I and II), final (100%) engineering for both breakwaters (Phases I and II), preparation of construction (bid) documents for the South Breakwater (Phase I), and bid and construction engineering support for the South Breakwater (Phase I). The scope of work to be addressed in this project is covered, in part, under a United States Fish and Wildlife Service (USFWS) Boating Infrastructure Program (BIG) 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 February 15, 2019.

5. Reimbursement.

- a. CONSULTANT shall be reimbursed an amount not to exceed \$330,300.00 for the work performed hereunder, consistent with the 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 access to any books, documents, papers, and records of the CONSULTANT that 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 attorney's 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 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, 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 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 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. 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);
- c. 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;
- d. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- e. 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);
- f. 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);
- g. 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;
- h. 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);
 - i. 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. 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. 6201 *et seq.*).
- 19. 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.
- 20. 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.
- 21. 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. 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 PORT may cancel the agreement or subcontract for default at no cost to the PORT.

- 22. 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.
- 23. Texting When Driving.** In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009), recipients of federal grant funds are encouraged 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.
- 24. 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.
- 25. Consultant Certification Regarding Lobbying.** The CONSULTANT certifies by executing this agreement that, to the best of its knowledge and belief:
- a. No federally 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 federally funded 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 25 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.

26. 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).

27. 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.

28. 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.

29. 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.

30. 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.

- 31. 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.
- 32. 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:

Mott MacDonald, Inc.,
c/o Shane Philips, Vice President
P.E. – Civil/Coastal Engineer
110 James Street, Suite 101
Edmonds, WA 98020
Phone: (425) 778-6042 (Office); or (425) 417-6016 (Mobile)

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 13th day of July 2017.

CONSULTANT:

PORT OF PORT TOWNSEND:

Shane Philips, Vice President
P.E. – Civil/Coastal Engineer
Mott MacDonald, Inc.

Sam Gibboney, Executive Director
Port of Port Townsend

Approved as to Form:

Port Attorney

PORT OF PORT TOWNSEND POINT HUDSON MARINA BREAKWATER REPLACEMENT FINAL DESIGN Attachment A

Scope of Work and Fee Estimates

Introduction:

This scope of work describes the tasks, deliverables, schedule, and budget for Mott MacDonald to provide final engineering design services for replacement of the entrance breakwater structures at the Point Hudson Marina facility. Mott MacDonald, formally Coast & Harbor Engineering, was previously scoped by the Port for an assessment, alternative evaluation, and preliminary design for the replacement of the breakwaters. The replacement breakwaters will be constructed in two separate phases. Phase I will be for the south breakwater and Phase II for the north breakwater. Project scope elements include the demolition of the existing timber and stone breakwaters, replacement with new steel/concrete and armor stone breakwaters, and upland improvements and design to accommodate a future walkway on the south breakwater. Work includes engineering design and construction phase assistance (onsite engineering).

The goal of this work is to bid Phase I in January 2018 for construction starting in summer of 2018. Phase II would be bid for construction in 2019 or 2020 under a separate bid package.

Assumptions:

This scope of work is based on the following assumptions:

- No additional permitting support is needed.
- No new survey data collection required. Utilize existing base map for final design work.
- Permitting will not change the criteria once 70% design has started.
- Geotechnical Data – Landau Associates will be included in this scope of work to provide new in-water soil borings at key locations around the existing breakwater to be the basis for a Geotechnical Engineering Report for final design of the breakwaters. This report will include pile driving, lateral and vertical pile capacity, and soil pressure recommendations.
 - In-water soil borings assume direct mobilization and 1 day drilling onsite.
- No seismic design is included.
- Electrical design will be performed by Pressler Engineer for the navigation aid and tsunami signal reinstall.
- Final design will be provided for both Phase I and II.
- Bidding documents to be developed for Phase I (south breakwater). Bidding documents for Phase II (north breakwater) is not included in this scope of work.
- Bidding and construction Phase I services are provided with an estimated cost for assumed level of effort (such as part-time onsite assistance during construction).

- The Port will be the lead for construction administration. Mott MacDonald to provide on-call technical support.
- Proposed schedule dates assume a NTP on July 17th, 2017 and permits issued allowing in-water boring work to proceed and be completed by September 30th, 2017

Scope Tasks:

Task 1 – Breakwater Structure Design Refinement

Objective: Conduct refinement of the preliminary breakwater design concepts (demolition, structure type, pile sizing, construction phasing, etc.).

Scope:

- Conduct update of wave analysis and modeling to further refine design concept prior to initiating final design and plans.
- Conduct constructability review and early contractor involvement to aid in final structure concept development and construction phasing plan.
- Update design concepts and plans from previous concept.
- Conduct outreach to steel pile suppliers to refine the pile type, costs, and lead times for material sourcing.
- Incorporate comments and requirements obtained from regulatory agencies during permit process.
- Provide updated construction cost estimate and phasing plan.
- Meet with the Port to present results.

Schedule:

- Submit concept refinement August 28th.

Deliverable:

- Summary of results of Task 1 presented in PowerPoint format.

Task 2 – 70% Design Engineering

Objective: Conduct updated analysis and design to finalize breakwater structure type and layout based on results of Task 1 and create 70% design documents.

Scope:

- Revise the Basis of Design using updated requirements and information gathered during permitting and Task 1.
- Once a final design concept and basis of design has been agreed upon between Mott MacDonald and the Port, a 70% design drawing set will be developed in 11x17 format.
- Develop construction work sequence plan including demolition plan and breakwater installation to maintain marina protection from waves.

- Conduct final coastal engineering analysis to finalize wave forces on the new breakwater structures, scour assessment, finalize breakwater alignment, and evaluate wave protection requirements during construction.
- Conduct updated structural engineering analysis to refine structure member sizes in development of the 70% design drawings.
- Develop a 70% set cost estimate.
- Develop a 70% project technical specifications index in CSI format.
- One in person meeting in Edmonds to discuss 70% review comments.

Deliverables:

- Revised Basis of Design document.
- 70% Design Drawings in 11x17 pdf format.
- 70% Specifications outline.
- 70% Cost Estimate.

Schedule:

- Submit Revised Basis of September 25th, 2017.
- Submit 70% drawings, specifications, and cost estimate November 13th, 2017.

Task 3 – Final Engineering and Construction Documents

Objective: This task consists of performing engineering analysis and design details to produce final drawings and technical specifications suitable for the Port to solicit bids for construction.

Scope:

- Incorporate comments from the Port during the 70% review.
- Conduct engineering analysis and perform calculations required to complete the design.
- Evaluate and design south breakwater to accommodate a future walkway.
- Coordinate with the Port regarding project phasing, critical boating operations and festivals to ensure continuous use and operation of the marina.
- Produce 90% and 100% Drawings and Technical Specifications for the Port's review.
- Incorporate the Port's comments on the drawings, estimate, and specifications.
- Produce Final Drawings and Technical Specifications suitable for bidding.
- Provide Final Engineer's Estimate of Construction Cost.
- One in person meeting to go over 90% review comments, one conference call at 100% submittal, and one in person meeting in Edmonds when needed.
- Conduct mechanical (future lighting and fire suppression) and corrosion protection engineering (for steel piles) work.

Deliverables:

- 90% Drawings and Technical Specifications in .pdf format.

- 100% Drawings and Technical Specifications in .pdf format.
- Final Drawings and Technical Specifications in AutoCAD, Adobe Acrobat .pdf, and MS Word formats.
- Bid Item Table, Bid Item descriptions, and Contractor qualifications and experience requirements in MS Word format.
- Final Engineer's Estimate of Construction Cost in MS Excel Format.
- Two hard copy versions (full size or half size drawings) of the drawings for use by the Port in soliciting contractor bids.

Schedule:

- Submit 90% drawings, specifications, and cost estimate December 22nd, 2017.
- Submit 100% Documents January 31st, 2018.

Task 4 – Geotechnical Investigation and Report

Objective: This task will include collection of new subsurface site conditions data necessary to complete the final design for the replacement breakwaters. Work will include design and installation recommendations for the new breakwaters.

Scope:

- Subsurface collection will include three borings advanced about 50 to 60 feet (ft) below mudline. If the optional seismic design services are selected, the borings will be advanced 70 to 80 ft below mudline.
- Borings will be advanced using hollow-stem auger drilling techniques. The drillers will be prepared to switch to mud rotary techniques if subsurface conditions necessitate.
- Work does not include Joint Aquatic Resources Permit Application (JARPA) to allow overwater drilling activities. Geotech will provide a technical description of the planned field activities to facilitate the permit application by others.
- Geotech will coordinate underground utility-locating using the public locate process. They assume that the Port of Port Townsend can assist in identifying any privately owned, underwater utilities, if present.
- The geotechnical design issues to be addressed include:
 - Recommendations for soil parameters (for static and seismic cases) that can be input to the software program LPILE and used to analyze foundations subject to lateral loading conditions.
 - Recommendations for vertical pile capacity (for compression and uplift) for driven steel pipe and sheet piles.
 - Recommendations for lateral earth pressures acting on sheet pile walls.
 - Evaluation of pile foundation constructability considerations and pile drivability, including a wave equation analysis for piles (WEAP).

Deliverables:

- Draft and Final Geotechnical Engineering Report.

Schedule:

- We assume drilling is to occur in late September, 2017 to meet schedule demands. The draft report will be provided within 4 weeks of completing fieldwork, and be revised and returned within 1 week of receiving the design team's comments.

Task 5 – Bid & Construction Phase I Engineering Support

Objective: This task will furnish those services necessary for Mott MacDonald to assist the Port in obtaining bids and in awarding a contract for construction. Additionally, Mott MacDonald will furnish the administration of the construction contract through project closeout.

Scope:

- Bid Phase I services will include the following:
 - Participation in pre-bid conference.
 - Responses to questions from bidders.
 - Clarification or interpretations of the bidding documents.
 - Bid tab evaluation.
 - Prepare and distribute addenda as may be required during bidding and including supplementary drawings, specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.
- Construction Phase I services will include the following:
 - Attendance at a pre-construction conference.
 - Review pre-construction contractor submittals and RFIs up to 120 hours of review.
 - Conduct four (4) site visits to observe critical phases of construction to review the work for general conformance with the contract documents. Develop a report of each visit and furnish to the Port.
 - Attend via teleconference up to 12 weekly construction progress meetings.
 - Provide on-call office engineering technical support up to 80 hours during construction.

Deliverables:

- Site visit summary reports.
- Review comments on contractor submittals and RFIs

Schedule:

- Dependent on construction schedule.

Fee Estimate:

The estimated fee to complete the scope of work outlined above is summarized below. Work will be conducted on a Time & Materials, Not to Exceed Basis (T&M NTE) per the attached rate table (see Attachment A). Markup on expenses and sub consultants is 7%. Work shall not exceed the estimated fee without advanced written approval by the Port.

Table 1. Fee Estimate Summary

Task	Fee
1 – Breakwater Structure Design Refinement	20,500\$
2 – 70% Design Engineering	52,200\$
3 – Final Engineering and Construction Documents	119,600\$
4 – Geotechnical Investigation and Report	96,100\$
5 – Bid and Construction Phase Assistance	41,900\$
Total:	330,300\$

**Port of Port Townsend - Point Hudson Breakwater Replacement
Attachment - D**

By: EDE/SP
Date: 7/13/2017

FINAL ENGINEERING DESIGN & CONSTRUCTION PHASE

Tasks	Principal Engineer II	Senior Manager	Project Engineer	Coastal Engineer IV	Structural Engineer II	CAD Designer	Sub Consultant & Expenses	TOTAL HOURS	LABOR (\$) plus 7% sub markup	Total (\$)
Task 1 - Breakwater Structure Design Refinement										\$20,500
1.1 - Construction & Constructability Review	4	4	12		8		\$	100	\$4,323	
1.2 - Meeting with manufactures & contractors (3 meetings)	6	6	8		8		\$	100	\$4,599	
1.3 - Update design concept	2	2	16	8	20	10			\$7,436	
1.4 - Updated cost estimate from meetings	2		8		8				\$2,454	
1.5 - Telecon Meeting (Results Summary)	3		5		2				\$1,621	
Task 2 - 70% Design Engineering										\$52,200
2.1 - Revised Basis of Design	2		8	2	6				\$2,518	
2.2 - Civil, Structural Engineering Analysis	4		20	8	32				\$8,316	
2.3 - Wave Analysis - Forces, Scour, Reflection	8		4	32		8			\$7,784	
2.3 - 70% Drawings	10	8	40		64	100			\$27,126	
2.4 - 70% Spec List	1		4		4				\$1,227	
2.5 - 70% Cost Estimate	1	1	8		12				\$2,834	
2.6 - Review meeting in Edmonds	3	3	6		2				\$2,310	
Task 3 - Final Design Engineering										\$119,600
3.1 - Final Structural Engineering Analysis	4		36		60				\$12,460	
3.1 - Future Walkway Analysis	1		8		12				\$2,651	
3.2 - Upland Civil Design	4		24		24	24			\$9,484	
3.3 - Project Phasing Analysis	2	2	8		2				\$2,172	
3.4 - 90% Drawings	8	8	40		60	110			\$27,304	
3.5 - 90% Specs	8	16	48		60				\$18,008	
3.6 - 90% Cost Estimate	2	4	16		16				\$5,170	
3.7 - Final Drawings	4	12	20		20	24			\$10,688	
3.8 - Final Specs	2	8	8		12				\$4,350	
3.9 - Final Cost Estimate	2	2	4		4				\$1,828	
3.9 - QA/QC	6	8		8					\$3,994	
3.10 - Review meeting in Edmonds	3	3	6		2				\$2,310	
3.11 - Electrical Design (Subconsultant)	1	1	8				\$	10,000	\$12,238	
3.12 - Corrosion Design (Subconsultant)	1	1	8				\$	5,000	\$6,888	
Task 4 - Geotechnical Investigation and Report										\$96,100
4.1 - Geotechnical Investigation (Landau - marine borings)	2		4	2			\$	88,500	\$96,005	
Task 5 - Construction Administration										\$41,900
5.1 - Bidding Support (Attend Pre-bid, assist w/ RFI's)	6	4	8		8				\$4,126	
5.2 - Preconstruction Submittal and RFI Review (120 hours)	4	2	54		60				\$15,346	
5.3 - Office Engineering Support (80 hours)	4	4	32		40				\$10,472	
5.4 - Onsite Assistance (4 day trips)	8		32				\$	240	\$6,617	
5.5 - Weekly Progress meetings (12 weekly)	8		24						\$5,240	
TOTAL	126	99	527	60	546	276		1,634		\$ 330,300



Attachment - C
Fee Schedule

<u>Classification</u>	<u>Billing Rate/hr</u>
Principal Engineer II	\$235.00
Senior Project Manager	\$183.00
Engineer V	\$165.00
Project Manager	\$144.00
Engineer IV/ Project Engineer	\$140.00
Engineer III	\$125.00
Engineer II	\$108.00
Engineer I	\$98.00
CAD Designer	\$108.00
CADD Technician I	\$98.00
Administrative	\$88.00

Note: Rates are subject to an escalation of 5% per year.

PORT OF PORT TOWNSEND

MEETING OF: July 12, 2017

AGENDA ITEM: VII. Regular Business
B. Workyard Resurfacing Project – Bid and Contract Award

BACKGROUND:

The Workyard Resurfacing Project bid opening took place on June 30, 2017 at 2:00 p.m. Only one bid was received, which was from Nordland Construction NW, Inc. who bid a total of \$159,956, plus applicable Washington State Sales Tax. Staff has performed due diligence on the lone bidder and they appear both responsive and responsible in accordance with Washington State laws. Whereas, this amount is over the engineer's estimate by \$16,956, this is reasonable based on the timing of the bid, which was advertised at the height of construction season. In addition, the timing is directly related to the tight schedule the Port is on as the result of the Level 3 Administrative Order from Department of Ecology.

Executive Director's Recommendation:

To award the contract to Nordland Construction NW, Inc. for the total bid amount, plus applicable Washington Sales Tax. The Commission approval of this contract award is contingent upon Nordland's formal acceptance of the contract award and submittal of requisite bonds.

DIVISION 0 - PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 41 13 - Bid Form

BIDDER'S NAME Wardland Construction NW Inc.

PROJECT TITLE: Workyard Resurfacing
 Contract No. 2017-07-01

The undersigned bidder declares that it has read the Contract Provisions, understands the conditions, has examined the site, and has determined for itself all situations affecting the work herein bid upon.

And, bidder proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc., including all work incidental to, or described or implied as incidental to such items, according to the Contract Documents of the Port of Port Townsend, and that the bidder will complete the work within the time stated, and that bidder will accept in full payment therefore the unit price(s) and/or lump sum price as set forth in the bid below: (Note: Show prices in figures only.)

Note: This project has been determined to be Public Road Construction and under the provisions of WAC 458-20-171 (see Section 00 21 13 (2.03)).

Bid Schedule A Complete, Shipyard Resurfacing

Item No.	Description	Unit	Quantity	Unit Price	Total Cost
A1	Mobilization	LS	1	\$10,000.00	\$10,000.00
A2	Crushed Stone Surfacing (Crushed Surfacing Base Course) - Delivered, graded, and Compacted	Ton	1590	\$39.00	\$62,010.00
A3	Excavation and Haul (On-site Disposal)	CY	50	\$35.00	\$17,050.00
A4	Traffic Control	LS	1	\$4,000.00	\$4,000.00
A5	Temporary Erosion & Sediment Control	LS	1	\$2,000.00	\$2,000.00
TOTAL SCHEDULE A BID:					\$79,760.00

RECEIVED

JUN 30 2017

Port of Port Townsend
 Administration Office

DIVISION 0 - PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 41 13 - Bid Form

Bid Schedule B Complete, Boatyard Resurfacing

Item No.	Description	Unit	Quantity	Unit Price	Total Cost
B1	Mobilization	LS	1	\$10,000.00	\$10,000.00
B2	Crushed Stone Surfacing (Crushed Surfacing Base Course) – Delivered, graded, and Compacted	Ton	1614	\$39.00	\$62,946.00
B3	Excavation and Haul (On-site Disposal)	CY	175	\$30.00	\$5,250.00
B4	Traffic Control	LS	1	\$2,000.00	\$2,000.00
TOTAL SCHEDULE B BID:					\$80,196.00

The Port of Port Townsend may award Bid Schedule A and Bid Schedule B or the Port may award Bid Schedule A or Bid Schedule B, depending on available funds, at its sole discretion.

The Port will base the low bid evaluation on the TOTAL BID.

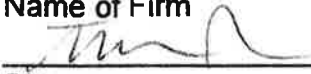
ADDENDA ACKNOWLEDGEMENT:

Receipt of all Addenda through No. 2 is (are) hereby acknowledged.

NON COLLUSION

The undersigned declares under penalty of perjury that the bid submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder or bidders.

DIVISION 0 - PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 41 13 - Bid Form

Wordland Construction NW Inc.
Name of Firm
 Thomas Johnson President 6/30/2017
Signature By (Type or Print) Title Date
123 Ponderosa Place Wordland WA 98358
Mailing Address City State Zip Code
360 379-1352 wordlandconstructionnw@hotmail.com
Telephone Number E-mail
Washington State Contractor's License No. NOROLEN953NT
Date of Issue 8-30-2005 Expiration Date 11-18-2017
Federal Tax ID No. 41-2182880

Bids submitted without a signature will be determined non-responsive, in accordance with Specifications Section 00 21 13, paragraph 3.04

June 21, 2017

TO: ALL BIDDERS

SUBJECT: **ADDENDUM NO. 1**
Contract 2017-07-01
Workyard Resurfacing

This Addendum is hereby made a part of the subject Contract Documents, and is issued to modify the subject plans and/or specifications as noted below.

Section 00 13 12 Bid Solicitation – Page 2:

Revised Bid Solicitation (copy attached) which:
Removes: “*Required*” - related to pre-bid conference.
Adjusts: Bids Due June 30, 2017

Section 00 21 13 Instructions to Bidders – Page 3 (Section 1.04A):

Replace: “required” with “encouraged”

Add:

“1.04 B. In leau of the Pre-Bid Meeting described above, prospective Bidders are encouraged to contact the Project Engineer to arrange for a project site inspection. Marc Horton has been designated as the Project Engineer and can be reached at 360-890-0752.”

Plans – Sheet 1 of 7:

Revised as attached – changing routes for disposal of excavated materials.

This Addendum changes the bid due date to June 30, 2017, and time of 2:00 p.m.

Receipt of this Addendum must be acknowledged in the space provided on the Bid Form.



Marc A. Horton, P.E.
Project Engineer for
Port of Port Townsend

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 11 13 – BID SOLICITATION

Contract Title	WORKYARD RESURFACING		
Bids Due	<u>June 30, 2017</u>	<u>2:00 PM</u>	<u>PO Box 1180 2701 Jefferson Street Port Townsend, WA 98368</u>
	date	time	location

Note: There will be a public bid opening immediately after the bid deadline (above), and be held in the Port's Administration Building Conference Room.

Summary Of Work: The Port of Port Townsend Boat Haven facility consists of in-water moorage, commercial buildings for marine related businesses, and in-yard storage for boat maintenance. A portion of the facility is known as the Workyard. Within the Workyard, the western storage area is called Ship Yard and the eastern portion is called Boat Yard.

This project is in two phases, A) Shipyard and B) Boatyard.

The work in each phase includes excavation and on-site disposal of existing rock surfacing; furnishing, spreading and compacting new rock surfacing; transition excavation to existing edges of pavement and to manholes, catch basins, etc., sediment and erosion control provisions; and traffic control.

The Bid shall include two sections; Shipyard Resurfacing (Bid Schedule A) and Boatyard Resurfacing (Bid Schedule B). The Port may award one or both at its sole discretion.

Approximate Quantities are:

Shipyard:
Excavation and on-site disposal - 667 CY
Crushed Surfacing Base Course – 1590 Tons
Manhole / Catchbasin / Structure Transition – 4 Locations

Boatyard:
Excavation and on-site disposal - 175 CY
Crushed Surfacing Base Course – 1614 Tons
Manhole / Catchbasin / Structure Transition – Curb on north boundary

The Project Plans, Specifications and Contract Documents provide more detail on locations, methods and materials.

Project is estimated at \$143,000.

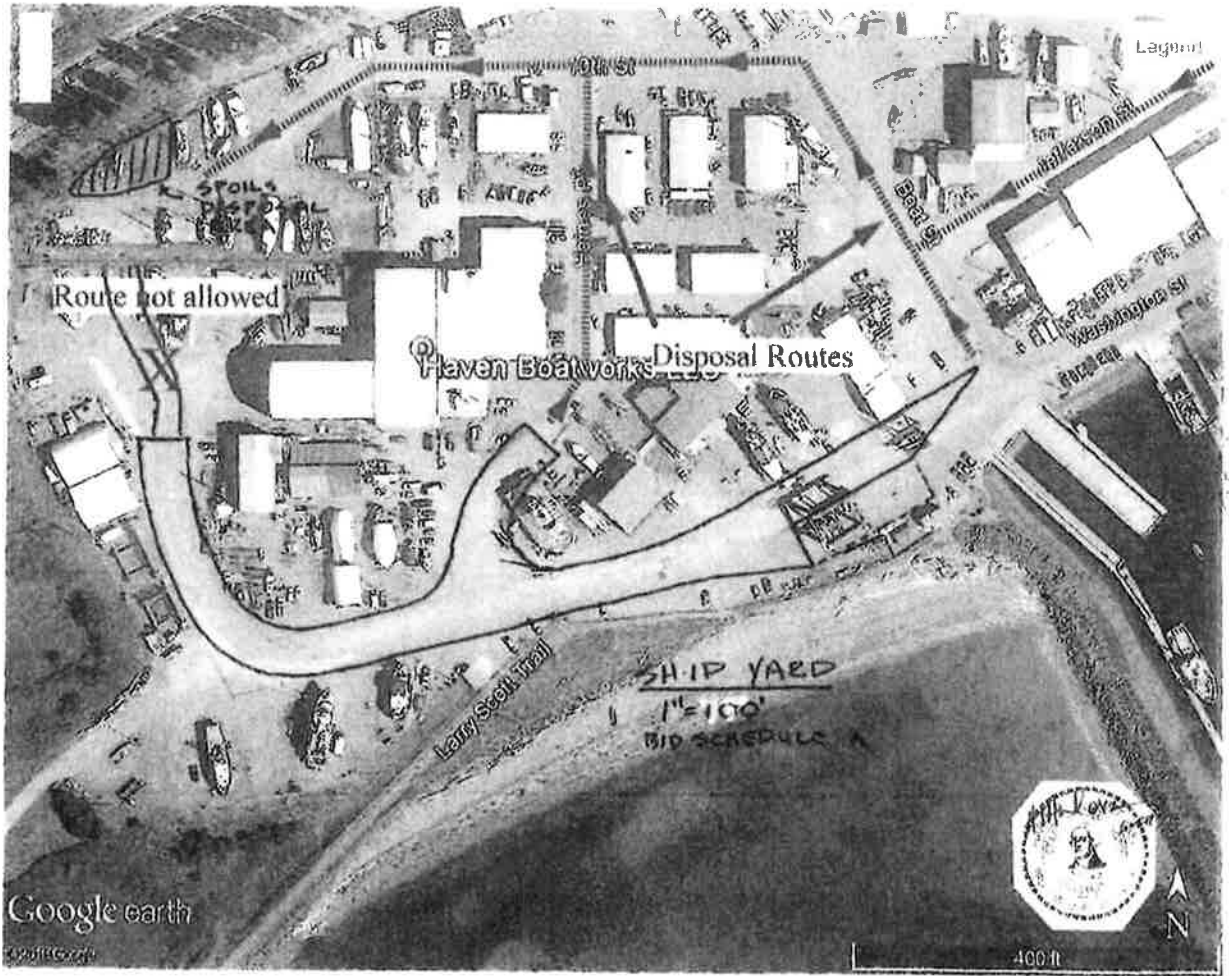
DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 11 13 – BID SOLICITATION

All work shall be completed by September 1, 2017

Questions concerning this Contract may be directed to:

Project Engineer **Marc Horton, PE**

Name
360-890-0752
phone number(s)



PORT WALK
 ASK BY PORT TOWERING
 ROCK #100 FACING SHELTER
 SHIP YARD PLAN

THE PORT OF PORT TOWNSEND
 1000 10th Street, Port Townsend, WA 98147

4/20/2006
 DANIEL 1/97 Nov 9, 2007 DISBURSED 474 CHECKED MAP

June 29, 2017

TO: ALL BIDDERS

SUBJECT: **ADDENDUM NO. 2**
Contract 2017-07-01
Workyard Resurfacing

This Addendum is hereby made a part of the subject Contract Documents, and is issued to modify the subject plans and/or specifications as noted below.

Section 00 13 12 Bid Solicitation – Page 1:

Shipyard Quantities:
Excavation and on-site disposal – Quantity should read 50 CY
(A revised page is attached)

This Addendum makes no other changes and the bid due date continues to be June 30, 2017, at 2:00 p.m.

Receipt of this Addendum must be acknowledged in the space provided on the Bid Form.



Marc A. Horton, P.E.
Project Engineer for
Port of Port Townsend

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 11 13 – BID SOLICITATION

Contract Title	WORKYARD RESURFACING		
Bids Due	June 30, 2017	2:00 PM	PO Box 1180 2701 Jefferson Street Port Townsend, WA 98368
	<small>date</small>	<small>time</small>	<small>location</small>

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Project is estimated at \$143,000.

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 11 13 – BID SOLICITATION

All work shall be completed by September 1, 2017

Questions concerning this Contract may be directed to:

**Project
Engineer Marc Horton, PE**

Name
360-890-0752
phone number(s)

PORT OF PORT TOWNSEND

MEETING OF: July 12, 2017

AGENDA ITEM: VII. Regular Business
C. Stormwater Update

BACKGROUND:

Executive Director Gibboney will provide an update.

Executive Director's Recommendation:

For information.