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Possession Beach Waterfront Park Boarding Floats

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The Possession Beach Waterfront Park boarding floats are rapidly reaching the end of their useful life. They were built in 1987 and 1991, so they are about 35 years old. Maintenance and Operations Supervisor Pat Kisch has been cobbling them together for years to keep them in service. We are very much in need of new floats.

As you know, I applied for funding through the Recreation and Conservation Office’s (RCO) Boating Facilities Program (BFP). The BFP is funded by Washington State marine fuel taxes. I provided a final presentation on our project this week on Tuesday, February 18, with Pat. There is \$14.9M available to fund projects this round (the funding program opens every two years). There were 11 applicants that participated in the required final presentation program, and those 11 applicants’ combined request for grant funds was just over \$6M. I believe we have a very good chance of receiving funds. Grant funds will be approved in April, and then an Agreement will need to be established with RCO for the funding.

In the past for bigger, more complicated projects we have applied for Planning funding from BFP first, to cover design, engineering and permitting costs, then the next cycle (two years later) we have applied for Development funds to cover construction costs. For this project, I applied for Development funds right away since it is a simpler project. Development funds will also cover design, engineering and permitting activities. During the application process, I learned that design and permitting are allowable pre-agreement costs for a project, if they are within 3 years or less of when an active BFP agreement for a grant is awarded. Therefore, any activities we conduct now would be covered by a potential funding agreement established later this year.

We had a site visit with an engineer from our on-call engineering firm Facet on Friday, and they have provided the attached proposal for \$38,292. In my grant application, I applied for \$25,000 for design and engineering and \$75,000 for permitting (expecting the worst, given our experience lately). The proposed amount is well under our covered funding should we be successful with the grant application.

I acknowledge it is a calculated risk that we will receive funds. We desperately need the floats replaced, so my opinion is that the permitting process will need to proceed soon; having that process started can help aid in funding applications in the future if we are unsuccessful with this grant program. I recommend we request that our task order with Facet is structured so that the “Phase II” and “Phase III” portions of the task order are options. Presumably they would be contingent upon success of the grant application and/or our budget capacity for the whole scope.



February 14, 2025

Angi Mozer
Port of South Whidbey
PO Box 872
Freeland, WA 98249

Proposal for Marine and Environmental Consulting Services

Facet Number: 1811.0039.00

Dear Angie,

Facet is pleased to submit a proposal for the project noted above. In this proposal, we have summarized the project description, Facet's scope of work, assumptions, schedule, and estimated fee.

PROJECT DESCRIPTION

We understand that the Port of South Whidbey requires permitting to replace the float modules on an existing floating dock. The project is located at 8212 Possession Rd, Clinton, Parcel #R32813-225-0180, as shown below. We understand the existing modules are over 40 years old and at the end of their service life. The modules are hauled out of the water and stored upland every year. The current dimensions of 8 feet by 20 feet are too large and heavy to be convenient for maintenance staff transport. The new system must comprise smaller, lighter or wheeled modules. We further understand the abutment to be in need of repair.



SCOPE OF WORK

Facet's services will include the following:

Phase I – Permit Package

Permit Submittal:

Our team will prepare and coordinate all necessary applications, drawings, and support documentation as needed to obtain the approved permits for the project. All provided timelines are estimations and are entirely dependent on individual reviewers. Depending on the final design and comments received from the agencies, the list of anticipated permits includes the following:

1. Macrovegetation presence/absence memo
2. State Environmental Policy Act (SEPA) Environmental Checklist Determination by Island County.
3. Shoreline Conditional Use Permit by Island County.
4. Biological Site Assessment (BSA).
5. Joint Aquatic Resource Permit Application (JARPA).
6. Floodplain Development Permit Application.

Summary of the permit documents to be prepared by Facet:

1. Permit Level Drawings 30% design
2. SEPA Environmental Checklist
3. Shoreline Condition Use Application
4. Biological Site Assessment
5. JARPA
6. Floodplain Development Permit Application

Phase II mitigation plan

The project plans to propose replacement of overwater coverage. As such, mitigation will likely include enhancement and restoration of portions of the nearshore aquatic zone. We will fill out the Puget Sound Nearshore Mitigation calculator through NOAA and NMFS standards. We'll then prepare a conceptual mitigation plan set that includes an existing conditions plan, a proposed site plan, setback impact/modification plan, hatched planting plan, and candidate plant list.

We will prepare a final permit-level mitigation plan following the approval of the Conceptual Mitigation Plan. The final plan will be based off the conceptual plan but will include planting details, performance standards, and maintenance and monitoring protocol. Prepared plans will be suitable for permit submittals.

Phase III Agency Coordination

Facet will coordinate with the owner to submit. Ongoing agency correspondence has been budgeted at 60 hours after submittal

ASSUMPTIONS

This proposal assumes the following:

1. No in-water dredging will be required for construction.
2. The following documents and services are not included within this scope of work because they are not anticipated at this time. Should they be deemed necessary by the agencies, they will be scoped as an addendum to this contract:
 - a. Marine Mammal Monitoring Plan and Monitoring Services
Requesting agency: NMFS. Generally required if pile driving is needed for construction to estimate the distance noise will travel through the water and potentially harm marine mammals which are protected under the Marine Mammal Protection Act.
 - b. Marbled Murrelet Monitoring Plan and Monitoring Services
Requesting agency: USFWS. Generally required if Marbled Murrelets are present at the site and pile driving blow counts cannot be limited.
 - c. Hydroacoustic Monitoring Plan and Monitoring Services

Requesting agency: NMFS and/or USFWS. Sometimes required in lieu of Marbled Murrelet monitoring during pile driving but could be requested in addition to Marbled Murrelet monitoring.

- d. Mitigation Monitoring Plan
 Requesting agency: Corps and/or County. Generally required if the project is not considered maintenance.
- e. Water Quality Monitoring Plan
 Requesting agency: Ecology. Generally required if construction includes cast-in-place concrete that will come into contact with the tide, thereby potentially altering the pH of surrounding waters.
- f. Forage Fish Survey
 Requesting agency: Corps, WDFW, and/or NMFS. Generally required if forage fish spawning is documented onsite which is common along shoreline. If forage fish spawning does occur onsite, the in-water work window may be shifted from July 15 to February 15.
- g. Arborist Report
 Requesting agency: County. Generally required if construction includes extensive tree removal.
- h. OHWM Memo
 Requesting agency: Corps and/or WDFW. Generally required if the agencies wish to see further documentation on how the OHWM was delineated.

- 2. The access points are not located on aquatic lands leased from the Department of Natural Resources. Should the access points be on land that is leased from the Department of Natural Resources then an Aquatic Use Authorization will be required. This item is not included in this scope of work.
- 3. Permit fees, due to agency review, are excluded from this this scope of work and will be paid and delivered by the client.
- 4. Additional surveys will not be required
- 5. No building permit level design is included in this scope. Stamped engineering will be part of a future scope.

SCHEDULE

All Work can begin immediately after notice to proceed. The permit package will be prepared within 10 weeks. Agency support is anticipated to span submittal to the end of 2025.

PAYMENT OF FEES

The cost of the services described below shall be on an hourly service basis. A further breakdown of costs is provided in Attachment I – Fee Estimate.

Phase I –Permit Package.....	\$20,111
Phase II – Mitigation Plan	\$8,771
Phase III Agency Coordination.....	\$9,210
Expenses	\$200
 Total Facet Fee.....	 38,292

Hourly Rate Schedule attached for reference.

Expenses will be invoiced at cost plus ten percent (10%) and mileage will be invoiced at the current federal published rate per mile for project related travel.

Invoices shall be submitted monthly for all work. Payment for the invoiced amount shall be due within 30 days of the invoice date. Accounts past due 30 days or more are subject to finance charges of 1.5% per month. Delay of payment may affect the project schedule. Hourly fees shall be billed at the rate schedule at the time of invoicing.

ADDITIONAL SERVICES

The work noted above is for a one-time performance only. Additional work, meeting times beyond what is stated herein shall constitute additional services and are to be reimbursed on an hourly basis per the Hourly Rate Schedule attached. Additional services shall not be authorized without Client authorization via contract addendums or written permissions.

TERMS AND CONDITIONS

The terms and conditions of this Proposal are as attached. Acknowledgement of these terms shall be indicated by signature of this Proposal. This Proposal is valid for 90 days and assumes work will commence within 6 months.

CONCLUSION

If our proposal is satisfactory, please sign and return a copy of this proposal to us. We appreciate the opportunity and look forward to working with you towards the successful completion of the project. Please do not hesitate to contact us if you have any questions.

Sincerely,



Steve Robert, PE
Principal of Marine and Environmental

ATTACHMENTS

- Attachment I – Fee Estimate
- Attachment II – Terms and Conditions

Authorization to proceed:

Name/Title

Signature Date

Client Billing Address:

Address

City State ZIP



Facet
PROFESSIONAL ENGINEERING SERVICES ESTIMATE

Project: Possession Boat Launch Floats
Client: Port of South Whidbey
Facet PM: Steve Robert, PE

Permitting and Mitigation

FACET LABOR CATEGORIES

Phase	Description	Principal Engineer VI	Engineer V	Ecologist II	Engineer I	Total Hours	Sub total
1	Permit Package						
	30% Plans	4	12		80	96	\$13,784
	Island County Permit Submittal	1		6		7	\$1,153
	Biological Site Assessment (BSA)	1		20		21	\$3,225
	Joint Aquatic Resource Permit Application (JARPA)	1		8	4	13	\$1,949
							\$20,111
2	Mitigation Plan						
	Puget sound nearshore mitigation calculator	1		8		9	\$1,449
	Conceptual mitigation plan	1		25	12		\$5,465
	Final Mitigation plan	1		4	8		\$1,857
							\$8,771
3	Agency coordination						
	Coordination with agencies	4		50	6	60	\$9,210
	TOTAL ESTIMATED HOURS BY LABOR CATEGORY	10	12	71	104	146	
	PERCENT BY LABOR CATEGORY	7%	8%	49%	71%	135%	
	HOURLY RATE	\$265.00	\$227.00	\$148.00	\$125.00		
	TOTAL ESTIMATED CHARGES BY LABOR CATEGORY	\$2,650	\$2,724	\$10,508	\$13,000	\$28,882	
							Subtotal: \$38,092
							Facet Expenses: \$200
							TOTAL ESTIMATED MAXIMUM FEES: \$38,292



Terms and Conditions

Facet NW, Inc., a Washington State corporation (the "Company"), and the client (the "Client") named on the scope of services document (the "Scope"), enter into these Terms and Conditions (the "Agreement") for the project named on the Scope (the "Project"), and agree as follows:

ARTICLE I—Work, Assumptions, and Deliverables. The Company's scope of services to be performed (the "Work"), assumptions, and deliverables for the Project are specified in the Scope. Company shall perform its Work with the same degree of care and skill ordinarily used by members of the engineering and environmental services profession practicing under similar conditions at the same time and in the same locality of the Project. The Company shall perform its Work as expeditiously as is consistent with the applicable professional standard of care. Work identified in the Scope as future work, excluded from the Scope or Project, or performed by others is the responsibility of the Client. Unless specifically included within the Scope, managing work by others, including third-party consultants and contractors, is the responsibility of the Client. The Client may terminate the Work at any time by notifying the Company in writing. However, the Company is entitled to all fees and expenses consistent with this Agreement before notice of such termination, and Client agrees to promptly pay the Company for the Work, services, expenses, and disbursements of the Company through the date of termination, together with reasonable fees necessary to transfer or close Client's file.

ARTICLE II—Payment Conditions. The Company's fees are specified in the Scope. Hourly rates or time and material fees shall be billed at the rate schedule in effect at the time of invoicing. Fixed fees shall be billed incrementally during the period of performance and in full at the completion of all Work. All charges shall be deemed to include all taxes and all other charges levied by any government agency on the Company relating to the Work. All reimbursable expenses and subconsultant fees will be marked up at 10%. Unless otherwise specified, the frequency of invoicing shall be monthly. The Company agrees to provide such supporting documentation for each invoice as Client may reasonably require. Client shall pay each invoice properly submitted by the Company within 30 days of the date of invoice or as required by law. Client shall notify the Company of any disputed amount within 15 days from the date of invoice, provide reasons for the objection, and promptly pay the undisputed amount. Client shall pay an additional charge of one and one-half percent (1.5%) per month or the maximum percentage allowed by law, whichever is the lesser, for any past due amount. Final payment shall be made upon completion and acceptance of the Work by Client. In the event of a sale of the Project, the Client will notify the Company of a new owner. If Client fails to provide such information, then the Client is responsible for all charges accrued past the Project sale date.

ARTICLE III—Notice to Proceed, Schedule, and Delays. The offer of this unsigned Agreement will be valid for a minimum of 30 days, or the period stated in the Scope, whichever is greater. Unless otherwise specified by Client in writing, the notice to proceed shall be the date the Agreement is signed by the Client. If applicable, the Company will complete the Work in accordance with the schedule specified in the Scope ("Schedule"), except to the extent modified by Article IX herein. The Company shall notify Client immediately by telephone, e-mail, facsimile, or in writing of any event or condition impairing its

ability to meet the Schedule, together with proposed revisions to the Schedule. If applicable, the Agreement end date shall be as specified on the Scope. The Company reserves the right to escalate total fee amounts for Work conducted on any Scope or Project extending 12 months beyond the original Schedule and/or for delays in the stated Project Schedule beyond the Company's control.

ARTICLE IV—Changes and Additional Compensation. The Client, by written request, may propose changes in the Work including, but not limited to, increasing, or decreasing the Work or directing acceleration in the performance of the Work and/or Schedule. Client and Company shall negotiate prior to the issuance of a Change Order the amount of any charge or Schedule change related to the Change Order, however, the Company has sole discretion to establish the charges due as a result of a Change Order.

ARTICLE V—Insurance. The Company agrees that it now carries, and will continue to carry during the performance of this Agreement, the applicable insurance policies indicated below with limits not less than those specified. Any insurance on a "claims made" basis shall be maintained for at least one year after completion of the Work.

(1) General Liability	\$1,000,000 per occurrence
(2) Professional Liability	\$ 2,000,000 per occurrence
(3) Additional Liability	\$ 5,000,000 per occurrence

ARTICLE VI—Limitation of Liability. The liability of the Company, including its employees, agents, and subcontractors, for Client's claims of loss, injury, death, damages, or expenses, including, without limitation, Client's claims of contribution and indemnification, express or implied, with respect to third party claims relating to services rendered or obligations imposed under this Agreement, shall not exceed in aggregate the total sum of \$50,000 or the Company's total fees received under the Agreement and/or Scope, whichever is less, for claims in which the Company has any legal liability.

ARTICLE VII—Disputes. After first attempting to resolve disputes through good faith negotiations, the parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this Agreement. Jurisdiction and venue for any claim or dispute between the parties shall be the Superior Court District in which the project is located and any dispute shall be determined by immediate reference of the matter to mandatory arbitration as provided by RCW 7.06 et seq., the Superior Court Mandatory Arbitration Rules and the applicable Local Rules of the Superior Court District. The fact that the amount in controversy may exceed the maximum otherwise subject to arbitration will not divest the arbitrator of the power to hear and determine the issues and any such limitations are waived. Neither party shall have the right to trial de novo, and the parties agree that the arbitrator's decision will be final and binding.

ARTICLE VIII—Ownership of Documents, Patents, and Copyrights. All intellectual property developed in the performance of the Work, and all records relating to the Work, including, without limitation, all drawings, specifications, reports, summaries, samples, photographs, memoranda, notes, calculations, and other documents shall be deemed equal property of Company and the Client. The Company will retain possession of the originals and the Client shall have the right to obtain copies or

reproduction at Client's cost. Client agrees that the Company will not have any liability to Client, or to any third party, for any revision or addition to, alteration, or deviation from Company's deliverables occurring subsequent to Company's completion of the Work under this Agreement or earlier termination of this Agreement, or for the use of Company's deliverables on a subsequent project by or on behalf of Client, and Client shall defend, indemnify, and hold the Company harmless from and against all liability, loss, damages, costs, and expenses, including reasonable attorneys' fees and disbursements, which the Company may at any time sustain or incur by reason of any such use, revision, addition, alteration, or deviation. Notwithstanding the transfer of ownership set forth above, the Company shall retain ownership rights to its standard, non-Project specific details, designs, and specifications.

ARTICLE IX—Force Majeure. Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the party and which could not have reasonably been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, wars, riots, strikes, lockouts, and other industrial disturbances, unknown site conditions, accidents, sabotage, fire, loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services, court orders, acts of God, acts, orders, laws, or regulations of the government of the United States or any foreign country, or any governmental agency. Should such a Force Majeure occur, the parties shall negotiate in good faith to mutually agree on the terms and conditions upon which the Work may be continued.

ARTICLE X—Notices. Notices shall be deemed to have been sufficiently given if in writing and delivered either personally or by mail to the authorized representative of the other party; notices given by mail shall also be transmitted by facsimile or email at the time of mailing. In the absence of specifically designated authorized representatives, the signatories to this Agreement shall be authorized representatives. Each party shall have the sole responsibility to provide written notice of a change in its authorized representative.

ARTICLE XI—Integrated Writing. This Agreement, together with a Scope, constitutes the entire agreement between Client and the Company and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, with respect to its subject matter. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by the parties' authorized representatives. There shall be no oral modification of this clause.

ARTICLE XII—Collections/Attorney Fees. In the event of legal action brought by any party relating to this agreement, attorneys' fees, court costs, and other related expenses shall be paid by the non-prevailing party. A delay in payment may affect the Project Schedule; if invoices become delinquent beyond 60 days from the date due, the Company has the right to place a stop on all Work and/or hold deliverables associated with the Project until all outstanding invoices are paid in full. A retainer may be requested for future Work to bill against in the event of delinquent accounts up to the amount of the remaining fees listed in the Scope. The Client is hereby notified that the Company, by statute, has the right to place a lien on real property for services performed on and for the benefit of real property for nonpayment of fees within 90 days following work stoppage.