



March 26, 2025

Angi Mozer  
Port of South Whidbey, Executive Director  
228 Wharf St, Langley, WA 98260

**Re: Clinton Dock Float Replacement – Amendment 03 – Float Procurement**  
**KPFF Scope and Fee Proposal**  
**Project No. 10092100189**

Angi,

We have prepared this amendment to the original contract in order to finalize the design of the Clinton Dock Float Replacement Project. This scope includes additional environmental services including NEPA preparation for the construction of the floating dock. It also includes finishing the preparation of a Float Procurement package for procurement of the floating dock.

This scope of work will be performed by KPFF and subconsultants Glosten and Confluence Environmental.

### ***KPFF Scope of Proposed Services***

KPFF proposes to provide the following services as part of this scope & fee proposal:

#### **Task 1: Project Management and Design Coordination**

KPFF will provide general project administration, invoicing and coordination with sub consultants and POSW staff. Monthly invoices will be provided for this work with a summary of work completed and project status. This task also includes regular monthly meetings with POSW to discuss questions and make collaborative decisions on the direction of the project.

#### **Task 2: Environmental Permitting, Natural Resources & Tribal Consultation**

Confluence will prepare a Documented Categorical Exclusion (DCE) Checklist for the float procurement and fabrication. See attached Confluence proposal for more detailed scope information.

#### ***Task 2 Deliverables:***

- Draft and Final DCE Checklist

#### **Task 3: Float Procurement Package**

The team will develop a package of drawings and specifications that can be used to procure the floating dock. See attached Glosten proposal for more detailed scope information.

*Task 3 deliverables:*

- Float Procurement Package
  - Float Plans
  - Float performance specifications

***Assumptions***

*This scope of work was assembled with the following assumptions:*

1. *This scope will be amended to include project bidding and construction support services at a future date.*
2. *The floats will be designed to accommodate a future above-grade platform for the POF but the platform itself will not be designed as part of this scope of work.*

***Fees***

The total estimated additional not-to-exceed maximum fee, including reimbursable expenses, for the services described in this letter is **\$28,715**. All work will be performed in accordance with the attached Terms and Conditions.

We are available to discuss this proposal at your convenience. Please contact me at (425) 501 6968 should you have any questions or require additional information.

Sincerely,



Ed DeBroeck, PE, DBIA

Principal

CC: Bob Riley, PE, Principal  
Andy Bennett, PE, Principal

**Attachments:**

1. Fee Schedules
2. Glosten Scope
3. Confluence Scope

Port of South Whidbey  
Clinton Dock - Float Replacement  
3/26/2025

Summary		Category and Hours			Fee
		KPFF	Glosten	Confluence	
Task	Description				
<b>1.0</b>	<b>Project Management and Design Coordination</b>				
1.1	Monthly Meetings (1 month)	\$ 506	\$ -	\$ -	\$ 506
1.2	Monthly Progress Reporting (1 month)	\$ 368	\$ -	\$ -	\$ 368
1.3	General Coordination	\$ 756	\$ -	\$ -	\$ 756
		\$ 1,630	\$ -	\$ -	\$ 1,630
<b>2.0</b>	<b>Environmental Permitting, Natural Resources, &amp; Tribal Consultation</b>				
2.1	DCE Checklist	\$ 502	\$ -	\$ 6,810	\$ 7,312
		\$ 502	\$ -	\$ 6,810	\$ 7,312
<b>3.0</b>	<b>Float Procurement Package</b>				
3.1	Construction Drawings	\$ 2,965	\$ -	\$ -	\$ 2,965
3.2	Performance Specifications	\$ 8,058	\$ 4,406	\$ -	\$ 12,464
3.3	QA/QC	\$ 4,344	\$ -	\$ -	\$ 4,344
		\$ 15,367	\$ 4,406	\$ -	\$ 19,773
<b>Labor Subtotal</b>		\$ 17,499	\$ 4,406	\$ 6,810	\$ 28,715
<b>Expense Subtotal</b>		\$ -	\$ -	\$ -	\$ -
<b>Total</b>		\$ 17,499	\$ 4,406	\$ 6,810	\$ 28,715

		Category and Hours													2.79
KPFF		Sr. Tech Sp	Tech Sp	Princ	DE I	SE I	Sr. CAD I	SE II	PM	CAD	DE II	Pjt Crd	Admin		DSC+OH Mult.
Task	Description	\$ 126.89	\$ 108.65	\$ 91.24	\$ 42.44	\$ 58.60	\$ 58.05	\$ 81.16	\$ 89.82	\$ 53.04	\$ 51.24	\$ 42.00	\$ 27.93	\$ -	Fee
1.0	Project Management and Design Coordination														
1.1	Monthly Meetings (1 month)			1.0					1.0						\$ 506
1.2	Monthly Progress Reporting (1 month)								1.0			1.0			\$ 368
1.3	General Coordination			1.0					2.0						\$ 756
	Subtotal	0.0	0.0	2.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	1.0	0.0	0.0	\$ 1,630
2.0	Environmental Permitting, Natural Resources, & Tribal Consultation														
2.1	DCE Checklist								2.0						\$ 502
	Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	\$ 502
3.0	Float Procurement Package														
3.1	Construction Drawings	0.0	0.0	2.0	0.0	6.0	6.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	\$ 2,965
1	Cover Page					1.0	1.0								
2	Structural Notes					1.0	1.0								
3	Float Plan					1.0	1.0								
4	Float Elevation					1.0	1.0								
5	Float Design Criteria					1.0	1.0								
6	Float Details					1.0	1.0								
3.2	Performance Specifications			2.0		40.0			4.0						\$ 8,058
3.3	QA/QC			8.0		4.0	4.0		4.0						\$ 4,344
	Subtotal	0.0	0.0	12.0	0.0	50.0	10.0	0.0	10.0	0.0	0.0	0.0	0.0	0.0	\$ 15,367
	Total	-	-	14.0	-	50.0	10.0	-	16.0	-	-	1.0	-	-	\$ 17,499



**Glostén**

10 January 2025  
File No. P0146.24-A

Ed DeBroeck, PE, DBIA  
KPFF Consulting Engineers  
1601 Fifth Avenue, Suite 1300  
Seattle, Washington 98101

Subject: Clinton Dock Float Performance Specification Support

References: 1. Kim, M., *Notes from 2024.07.31 Meeting*, Glostén, 31 July 2024.

Dear Ed:

We appreciate the opportunity to offer our services for the Clinton floating dock project. We are pleased to provide this proposal to support KPFF with this work.

## SCOPE OF WORK

Glostén initially provided a stability and pile load analysis for the floating dock in Clinton, Washington. As KPFF moves to the bid phase of the project as noted in Reference 1, Glostén will support KPFF with the performance specification for float stability.

## DELIVERABLES

Our project deliverable will be a section of the performance specification document related to float stability.

## COST AND TERMS

We estimate that the engineering effort for performing these tasks will cost USD\$4,406.37 using the Glostén's WSDOT-reviewed ANTE rates. The breakdown of the estimated costs is shown in the table below:

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead	Fixed Fee	All Inclusive Hourly Billing Rate NTE	Hours	Total
		NTE*	NTE			
		197.31%	30.00%			
Administrative	\$81.86	\$161.52	\$24.56	\$267.94		
Designer/Eng. Technician/Eng Writer	\$64.89	\$128.03	\$19.47	\$212.39	2	\$424.78
Eng/ Staff Eng / Eng Intern	\$59.51	\$117.42	\$17.85	\$194.78		
Project Engineer	\$70.86	\$139.81	\$21.26	\$231.93	11	\$2,551.23
Sr. Engineer / Marine Consultant	\$80.39	\$158.62	\$24.12	\$263.12		
Principal / Marine Consultant	\$109.25	\$215.56	\$32.78	\$357.59	4	\$1,430.36
<b>Total</b>					<b>17</b>	<b>\$4,406.37</b>

We will bill you monthly on a time-and-materials basis. We have attached our standard terms and conditions of service. This proposal is valid for 60 days.

We assume that travel will not be required. Should travel become necessary, travel expenses will be billed at cost.

## SCHEDULE

We are prepared to start within two weeks of execution of your contract or purchase order, or your signature below indicating your acceptance of the terms provided. We will work with your team to determine the project schedule.

I will be your main point of contact. Thank you for the opportunity to submit our proposal for this project.

Sincerely,

Mark Kim, PE  
Ocean Engineer

CMK:mm

Enclosures: 1. Standard Terms & Conditions of Service

PROPOSAL TITLE: KPFF Clinton Dock Float Performance Specification Support

Glosten Proposal No. P0146.24-A

ACCEPTED BY KPFF Consulting Engineers

Signature and Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

# TERMS AND CONDITIONS OF SERVICE

1. PROFESSIONAL SERVICES – FIXED FEE. Where the scope of services, including reimbursable expenses, subcontracts, and outside services can be clearly defined, Glosten will customarily bill for services on a fixed fee basis. Invoices for fixed fee services will be issued monthly based on estimated percent of work scope complete unless other billing milestones and schedules are established.

2. PROFESSIONAL SERVICES – TIME & MATERIALS. When fixed fee services are not appropriate, Glosten will bill on a time & materials basis to a mutually agreed-upon budget. Invoices for time & materials services will be issued monthly for:

**Hourly fees for services** – at current published billing rates based on time, including travel time, expended on the project by professional, technical, and administrative personnel.

**Expenses** – billed at cost, including costs for travel as well as items such as non-routine communication, reproduction, and delivery charges.

**Materials and equipment** – billed at cost plus 10%

**Subcontracts and outside services** – billed at cost plus 10%.

**Equipment and software usage fees** – at current published rates.

3. INVOICING AND PAYMENT. Invoices will be submitted monthly for the prior month's services. Payment is due upon the invoice date and becomes delinquent thirty (30) days thereafter. A late charge will be added to delinquent amounts at the rate of 1½ percent for each thirty (30) days delinquency.

4. SCOPE OF PROFESSIONAL SERVICES. The entire basic scope of professional services to be provided by Glosten is described in the attached proposal. If mutually agreed to in writing by Client and Glosten, additional services may be added to the basic scope of service, understanding that payment and schedule will be adjusted accordingly.

5. PUBLIC LIABILITY & WORKERS' COMPENSATION. Glosten is protected by public liability insurance for bodily injury and property damage, and will furnish a certificate thereof upon request. Glosten is also protected by Washington State Industrial Insurance as required by state statute.

6. LIMITATIONS OF PROFESSIONAL LIABILITY. No warranty, express or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by our inspection of work. In recognition of the relative risks and benefits of the project to the Client and to Glosten, the Client agrees, to the fullest extent permitted by law, to limit the liability of Glosten and all Glosten subcontractors supporting the project for any and all claims, losses, damages, or incurred expenses from any cause, so that the total aggregate liability to Glosten and all subcontractors supporting the project is limited to \$50,000 or the total fee paid for the project, whichever is less. Such claims and losses include, but are not limited to negligence, professional errors or omissions, strict liability, and breach of contract.

7. OTHER PROVISIONS.

(i) One or more waivers by either or both parties of any provision, part of any provision, term, condition, or covenant of this agreement shall not be construed as a waiver by either party of any other provision, part of any other provision, term, condition, or covenant of this agreement.

(ii) Unless specifically stated in the attached proposal, Glosten and all Glosten subcontractors have no responsibility for discovery, presence, handling, removal, disposal, or exposure of personnel to hazardous or toxic materials in any form as part of the project scope.

(iii) Unless specifically stated in the attached proposal, it is understood that Glosten will not provide design and construction review services relating to safety precautions of any contractor or subcontractor on the project and further, it is understood that Glosten will not provide any supervisory services relating to the construction of the project. Any opinions from Glosten relating to any such review or supervisory services shall be considered only as general information and shall not be the basis for any claim against Glosten.

(iv) Any opinion of project cost offered by Glosten represents the judgment of a design professional and is supplied only for general guidance, but Glosten does not warrant the accuracy of its opinion as compared to actual contractor bids or actual cost.

8. DELAYS. Glosten will prepare drawings and specifications in a timely manner, consistent with professional care and the orderly progress of work. It is understood that a time extension will be granted to Glosten for any and all delays beyond our control (including delays in work being done by subcontractors) and which could not reasonably have been foreseen at the time this agreement was executed.

9. TERMINATION. Either party may terminate this agreement with seven (7) days' written notice to the other in the event of a substantial failure of performance, including non-payment, by the other party through no fault of the terminating party. If this agreement is terminated, Glosten shall be paid for services performed up to the termination notice date, including reimbursable expenses and subcontract obligations.

10. OWNERSHIP OF DOCUMENTS. Drawings, specifications and other documents, including those in electronic form, prepared by Glosten and its subcontractors are instruments of service for use solely with respect to this project. Glosten is the owner of these instruments of service and retains all common law, statutory and other reserved rights, including copyrights. Glosten grants to Client a non-exclusive license to reproduce Glosten's instruments of service solely for purposes of constructing, and using and maintaining the project, provided the Client complies with all obligations, including payment of all sums when due, under this agreement. Any termination of this agreement prior to completion of the project shall terminate this license. Any subsequent use or changes to the instruments of service not made or specifically approved by Glosten shall be at Client's sole risk and without liability to Glosten or its subcontractors.

11. ELECTRONIC DOCUMENT TRANSMITTAL. Glosten accepts liability and responsibility only for instruments of service that can be verified as having been produced and released by Glosten or its subcontractors as indicated in hard copies by a hand-applied signature or in electronic copies by a verifiable digital signature. Drawings, specifications, and other documents supplied in electronic form as editable or native format files are provided solely for convenience of the Client as non-verifiable information and therefore will not be considered instruments of service. By accepting delivery of non-verifiable electronic files, the Client acknowledges that information in the electronic files may be incorrect and/or in conflict with the contracted instruments of service.

12. VENUE. This agreement shall be interpreted and enforced in accordance with the laws of the State of Washington. The venue of any action brought to interpret or enforce any of the terms of this agreement or otherwise adjudicate the rights or liabilities of the parties hereto shall be in King County, Washington.



March 24, 2025

Mr. Ed DeBroeck  
Associate  
KPFF Consulting Engineers  
1601 Fifth Ave, Suite 1300  
Seattle, WA 98101

**Re: Port of South Whidbey - Clinton Dock Float Replacement; Scope of Work and Fee Estimate for Additional Environmental Support**

Dear Mr. DeBroeck:

On behalf of Confluence Environmental Company (Confluence), we are pleased to submit to you this amendment to the scope of work (SOW) and fee proposal to support additional environmental services for the Port of South Whidbey - Clinton Dock Float Replacement. This SOW has been prepared to provide support associated with National Environmental Policy Act (NEPA) documentation specific to float construction. This SOW is based on your email request dated December 13, 2024, for a scope and fee proposal from Confluence.

#### **TASK 4: ENVIRONMENTAL PERMITTING, NEPA DOCUMENTATION (ADDITIONAL SUPPORT)**

This task includes additional environmental support to prepare a Documented Categorical Exclusion (DCE) Checklist (WSDOT Local Programs NEPA documentation) for the float procurement and fabrication.

#### **Assumptions:**

- No supporting technical documentation (e.g., cultural, endangered species, air and noise) on the natural and built environment will be required for DCE Checklist.
- One round of review will be completed by the internal Project team prior to submittal to WSDOT Local Programs.
- Only one round of comments or requests for additional information from WSDOT Local Programs and responses to comments are included in this task.
- WSDOT Local Programs' comments, or additional information requests made will be minor and will not require significant changes to the DCE Checklist.

Mr. Ed DeBroeck  
March 24, 2025



## **Deliverables:**

The deliverables proposed for this task include 1 Draft and 1 Final DCE Checklist, in electronic format.

## **FEE ESTIMATE**

The below fee estimate for the DCE Checklist is **\$6,810**.

The work described above will be performed on a time and materials basis. We will not exceed the approved cost estimate without your prior agreement and written authorization. If changes to the scope of work, deliverables, or completion date are required to complete this effort, then we will negotiate a contract modification with you.

Mr. Ed DeBroeck

March 24, 2025



Please let me know if you have any comments or questions.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Christopher Berger'.

**CHRISTOPHER BERGER, PWS**

Principal Ecologist

206.604.9059

[chris.berger@confenv.com](mailto:chris.berger@confenv.com)

## Clinton Dock Float Replacement

TASK 4: ENVIRONMENTAL PERMITTING, NEPA DOCUMENTATION (ADDITIONAL SUPPORT)	Consulting Staff								Direct Expenses	Total Price	
	Labor Classification			Subtotal			Subtotal				Labor Total
		Senior Principal	Principal		Project Planner III	Accountin g					
NEPA DCE Floats		16	20	\$6,550	2		\$260	\$6,810			
Total hours	0	16	20		2	0					
Billing Rate	\$ 310.31	\$ 216.67	\$ 154.13		\$ 129.92	\$ 133.56					
Subtotals	\$ -	\$ 3,467	\$ 3,083	\$ 6,550	\$ 260	\$ -	\$ 260	\$ 6,810			
Direct Expenses											
Direct expense total									\$0		
Total price										\$6,810	

**PORT OF SOUTH WHIDBEY—PUBLIC WORKS  
ON-CALL ENGINEERING  
CONSULTING SERVICES AGREEMENT**

**THIS CONSULTING AGREEMENT** (the “Agreement”) is made and entered into by and between the Port of South Whidbey, a municipal corporation organized under the laws of the State of Washington, and wholly situated in Island County, Washington (the “Port”) and KPFF Consulting Engineers, Seattle, Washington (the “Consultant”) (individually a “Party” and collectively the “Parties”) on the date shown below.

**I. Background**

In order to provide timely and efficient design and construction of Port projects and complete private development review, Port staff needs to be periodically augmented. The Port of South Whidbey needs specialized expertise in the engineering fields, as described below in Section II, Scope of Work.

The Port is of the opinion that the Consultant possesses the necessary qualifications to provide consulting services to the Port; and, the Consultant is agreeable to providing such consulting services to the Port on the terms and conditions set forth in this Agreement.

**II. Scope of Work**

The Consultant shall provide engineering services to the Port on an on-call basis for various Port projects. The Consultant may provide services via sub-consultants as provided in Attachment A. The quantity and duration of projects will depend on the Port’s requirements and needs for these services. The general scope of services needed by the Port typically fall into the following categories:

- Design, review, coordination, administration, and construction engineering and technical support of Public Works projects by consultant from their office.
- Supplemental review of private development by consultant at their office. *(Consultant will not review any private development project in which the consulting firm has provided services to the developer on that project.)*

The general engineering and technical areas of service required by the Port may include, but are not limited to:

- Civil engineering and design
- Electrical engineering and design
- Construction plans and specifications
- Construction support
- Cost estimating
- Environmental documentation, investigation, compliance
- Field investigations, surveying and mapping
- Geological/Geotechnical
- Site planning/permitting/development/plan review
- Structural engineering and design
- Utility services and rates analysis
- Water/wastewater/storm water/drainage

## **ON-CALL ENGINEERING CONSULTING SERVICES AGREEMENT**

- Corrosion engineering

The Port will request consulting services on a task order basis to the Consultant. The Port will issue a request for proposal for each task order which will define the work being requested. The Consultant will be expected to meet with the Port to discuss new task orders being issued under this Agreement and then submit a fee proposal and schedule to the Project Manager. Task Orders issued under this Agreement may not in any case exceed \$200,000.

### **III. Term and Rates for Services**

This Agreement is effective on the date signed by the Parties through July 31, 2026 (base year period of performance). The Port will pay Consultant at the hourly rates for services attached to this Agreement (Exhibit A – Base Year Rates) in the amount of up to \$200,000 to meet ongoing needs of the Port for the services requested through the period of performance. The Port does not guarantee all disciplines of services will be used nor does the Port guarantee a specific volume of work under the Agreement or guarantee a specific dollar amount to be paid for services rendered.

### **IV. Modifications/Amendments**

This Agreement may be modified only by the mutual written consent of each Party. At the discretion of the Port, the Agreement may be extended through amendments for a total of two (2), one-year extensions (option year-1 and option year-2); however, no new task orders will be issued after thirty-six (36) months from the execution date of the original Agreement. In June, 2026, the Port and Consultant will negotiate Consultant's rates for services for option year-1 (August 1, 2026 through July 31, 2027), if exercised. In June 2027, the Port and Consultant will negotiate Consultant's rates for services for option year-2 (August 1, 2027 through July 31, 2028), if exercised. If the Port and Consultant cannot reach agreement on rates for services in subsequent option years, the Agreement will be terminated.

### **V. Termination**

Either Party may terminate this Agreement upon thirty (30) days' written notice. If either Party terminates this Agreement, the Port shall only be liable for payment of consulting fees earned as a result of work actually performed prior to the effective date of the termination.

### **VI. Sub-Contracting**

The Port permits subcontracts for those items of services as shown in Exhibit "A." All subcontracts shall contain all applicable provisions of this Agreement, and the Consultant shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this Agreement.

### **VII. Indemnification and Insurance**

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement.

## ON-CALL ENGINEERING CONSULTING SERVICES AGREEMENT

This indemnification will survive the termination of this Agreement.

Additionally, the Consultant shall maintain during the life of the Agreement the following insurance coverage:

- Worker's Compensation insurance in accordance with the statutory coverage required by the State of Washington and Employers Liability insurance with limits not less than \$1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the work.
- Commercial General Liability with limits not less than \$2,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability.
- Commercial Automobile Liability on all owned, non-owned, hired and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.
- Umbrella/Excess Liability insurance coverage of not less than \$1,000,000 per occurrence and annual aggregate providing coverage in excess of General Liability, Auto Liability, and Employers Liability.
- Professional Liability insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 aggregate, subject to a maximum deductible \$10,000 per claim. The Port has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.

Each policy of insurance required by this section shall provide for no less than 30-days advance notice to the Port prior to cancellation.

In addition, the Port, its officers, employees, and volunteers shall be named as "Additional Insured" by all contractors and subcontractors and a "Waiver of Subrogation" shall be included in favor of the Port. The insurance shall be placed with insurers with a Best's rating of at least VII.

### **VIII. Independent Contractor**

Consultant will furnish services as an independent contractor and not as an employee of the Port or of any company affiliated with the Port. Consultant has no power or authority to act for, represent, or bind the Port or any company affiliated with the Port in any manner. The Port is an Equal Opportunity Employer and does not discriminate against any person, firm partnership, or organization as it pertains to race, color, religion, sex, age, national origin, marital status, sexual orientation, medical condition, physical handicap or disability. Any person, firm, partnership, or organization contracting with or doing business with the Port shall be in conformity with the Port's policy on non-discrimination.

## **ON-CALL ENGINEERING CONSULTING SERVICES AGREEMENT**

### **IX. Governing Law**

This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Island County, Washington.

### **X. Disputes/Claims Resolution**

The Consultant and the Port mutually agree that if a dispute/claim arises between the Parties, the Parties shall attempt to resolve the dispute/claim in good faith through nonbinding arbitration. Disputes/claims not resolved by a nonbinding arbitration processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

### **XI. Ownership of Records and Documents – Public Disclosure**

All materials, writings and products produced by the Consultant in the course of performing this Agreement shall immediately become the property of the Port. In consideration of the compensation provided for by this Agreement, the Consultant hereby further assigns all copyright interests in such materials, writings and products to the Port. A copy may be retained by the Consultant. In the event the Port receives a public record request for such materials, writings or products the Port may, in its discretion, notify the Consultant of such request and withhold disclosure of such information for not less than five (5) business days to permit the Consultant to seek judicial protection of such information, provided that the Consultant shall be responsible for attorney fees and costs in such action and shall save and hold harmless the Port from any costs, attorney fees, or penalty assessment under RCW 42.56

### **XII. Assignment**

This Agreement is binding on each Party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either Party without express written authorization.

### **XIII. Licenses and Certificates**

Consultant will provide the Port copies of their current State of Washington business license and Certificates of Insurance.

### **XIV. Notices**

Written notices to be sent to:

Port Address: Port of South Whidbey  
ATTN: Executive Director  
PO Box 872  
Freeland, WA 98249  
(360) 331-5494  
execdir@portofsouthwhidbey.com

## ON-CALL ENGINEERING CONSULTING SERVICES AGREEMENT

Consultant Address: KPFF Consulting Engineers  
ATTN: Jennie Stabler  
1601 Fifth Avenue, Suite 1300  
Seattle, WA 98101  
(303) 854-7983  
Jennie.stabler@kpff.com

**IN WITNESS WHEREOF**, the Parties have agreed and executed this Agreement on \_\_\_\_\_  
\_\_\_\_\_, which shall be in effect through July 31, 2026.

Port of South Whidbey:

KPFF Consulting Engineers:

\_\_\_\_\_  
Angi Mozer, Executive Director

\_\_\_\_\_  
Jennie Stabler

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attachments:  
Exhibit A – Base Year Rates

# **ON-CALL ENGINEERING CONSULTING SERVICES AGREEMENT**

## **EXHIBIT A – BASE YEAR RATES**



**KPFF CONSULTING ENGINEERS**  
***Special Projects Reporting Center – Seattle & Tacoma Offices***

**FEE SCHEDULE**  
**for**  
**PROFESSIONAL ENGINEERING SERVICES**

***Rates are effective January 1, 2025  
and are subject to change January 1, 2026.***

**Personnel Charges**

**2025 Hourly Rates**

Principal	\$295
Senior Project Manager	\$280
Project Manager	\$265
Senior Technical Specialist	\$265
Senior Engineer	\$240
Construction Project Manager	\$230
Professional Engineer	\$210
Design Engineer	\$180
Designer	\$145
Sr. CAD Technician	\$180
CAD Technician	\$155
Dive Technician	\$120
Project Coordinator	\$150
Administration	\$115

**Reimbursable Expenses**

Non-salary costs such as charges for express mail, delivery, photography, reproduction, automobile mileage, parking and client-directed out-of-town travel shall be reimbursed at cost without mark-up.

**Subconsultants**

The billings of subconsultants will be marked up 8%



**KPFF CONSULTING ENGINEERS  
LACEY OFFICE  
  
FEE SCHEDULE  
FOR  
PROFESSIONAL SURVEYING SERVICES  
  
Effective July 2024**

**Personnel Charges**

Principal . . . . .	\$ 270/hour
Sr. Project Surveyor . . . . .	\$175-185/hour
Project Surveyor . . . . .	\$150-165/hour
Survey Crew Chief . . . . .	\$125-140/hour
Survey Instrument Person . . . . .	\$ 90-110/hour
Survey CAD Technician . . . . .	\$115-130/hour
UAV Pilot . . . . .	\$135-150/hour
Utility Locator . . . . .	\$125-140/hour
Project Cost Accountant . . . . .	\$135-145/hour
Project Coordinator . . . . .	\$106-116/hour
Administration . . . . .	\$106-116/hour

**Reimbursable Expenses**

Non-salary costs such as charges for express mail, delivery, photography, reproduction, automobile mileage, parking, and client-directed out-of-town travel shall be reimbursed at cost without mark-up.

**Sub-consultants**

The billing of sub-consultants will be marked up 10 percent.

P2S LP  
RATE SCHEDULE FOR ENGINEERING SERVICES ON A  
TIME AND EXPENSE BASIS

<u>Category</u>	<u>Rate</u>
PRINCIPAL ENGINEER	\$365
ENGINEER GRADE 05	\$308
ENGINEER GRADE 04	\$299
ENGINEER GRADE 03	\$256
ENGINEER GRADE 02	\$236
ENGINEER GRADE 01	\$209
DESIGN ENGINEER GRADE 05	\$256
DESIGN ENGINEER GRADE 04	\$236
DESIGN ENGINEER GRADE 03	\$209
DESIGN ENGINEER GRADE 02	\$185
DESIGN ENGINEER GRADE 01	\$165
DESIGNER GRADE 04	\$176
DESIGNER GRADE 03	\$165
DESIGNER GRADE 02	\$151
DESIGNER GRADE 01	\$145
CAD/BIM DESIGNER GRADE 04	\$146
CAD/BIM DESIGNER GRADE 03	\$131
CAD/BIM DESIGNER GRADE 02	\$118
CAD/BIM DESIGNER GRADE 01	\$108
COMMISSIONING GRADE 05	\$308
COMMISSIONING GRADE 04	\$268
COMMISSIONING GRADE 03	\$228
COMMISSIONING GRADE 02	\$182
COMMISSIONING GRADE 01	\$156
TECHNICAL WRITER	\$165
PROJECT ASSISTANT	\$108

In addition, for direct out-of-pocket expenses (when they occur), we quote the following:

- 1) Automobile: at current IRS rate per mile from home office for travel outside Los Angeles, Orange, San Diego, San Bernardino, Riverside & King counties
- 2) Travel Expense: at Cost
- 3) Subsistence: While away from home office for more than 1 day: at Cost, but not to exceed \$275 per day per person.
- 4) Plan Check Fees: at Cost plus 10% markup
- 5) Third-Party Services: at Cost plus 10% markup
  - Printing and copy services
  - Consultant and subcontract professional fees
  - Surveying / Soils Investigation
  - Testing Laboratory Work

LIABILITY LIMITS

Professional Liability	\$ 5,000,000.
General Liability	\$ 2,000,000.

## FEES FOR SERVICES

Fees for services will be based on the time worked on the project by staff personnel plus reimbursable expenses. The fee will be computed as follows.

1. Labor related fees will be computed based on personnel billing rates in effect at the time the services are performed. Personnel billing rates are subject to revision on, or about, 1 January and 1 July of each year. The hourly rates are fully inclusive of fringe benefits, burden, and fee. Current rates are provided in the table below.

<i>Classification</i>	<i>Hourly Rate</i>
<i>Project Support</i>	<i>\$122</i>
<i>Technician</i>	<i>\$125</i>
<i>Project Technician</i>	<i>\$135</i>
<i>Senior Technician</i>	<i>\$145</i>
<i>Project Controls</i>	<i>\$147</i>
<i>Staff Professional 1</i>	<i>\$158</i>
<i>Staff Professional 2</i>	<i>\$177</i>
<i>Project Professional</i>	<i>\$197</i>
<i>Technical Specialist</i>	<i>\$205</i>
<i>Project Manager / Senior Technical Specialist</i>	<i>\$225</i>
<i>Senior Project Manager / Technical Expert</i>	<i>\$265</i>
<i>Program Manager / Senior Technical Expert</i>	<i>\$339</i>
<i>Principal</i>	<i>\$360</i>
<i>Senior Principal</i>	<i>\$395</i>

2. Pre-trial conferences, depositions, and expert testimony will be billed at one and one-half (1.5) times the rates quoted above.
3. Second and Third Shift, Weekend, and Holiday hours will be billed at \$40/hour premium. Second and Third Shifts are those starting between 4 PM and 4 AM.
4. Field visits will be billed at 4-hour minimum; night shifts will be billed at 8-hour minimum. Cancellation of scheduled night shift within 24 hours will be charged the full 8 hours.
5. Direct non-salary expenses will be billed at our cost plus fifteen (15) percent, except for employee vehicle use which will be billed at IRS allowed mileage rates.
6. General project-related expenses such as mobile phone expenses (including mobile app fees); in-house reproduction; printing costs for reports, drawings, and other project records; mail and overnight document delivery; and long-term electronic and paper document storage will be billed as a general communication fee at a rate of four (4) percent of the labor charges.
7. Subcontractors will be billed at our cost plus fifteen (15) percent.
8. Equipment and laboratory testing will be billed at rates listed in the attached Equipment and Laboratory Rate Schedules, as applicable.

**EQUIPMENT RATE SCHEDULE**

<b>AIR MONITORING EQUIPMENT</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
<i>Drager/Rae Sampling Kit (tubes not included)</i>	\$10	\$40	\$120
<i>Dust Monitor</i>	\$100	\$400	\$1,200
<i>Four-Gas Meter</i>	\$43	\$172	\$516
<i>Photoionization Detector - 10.6 or 11.7 eV</i>	\$70	\$280	\$840
<b>FIELD TESTING</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
<i>Double Ring Infiltrometer</i>	\$250	---	---
<i>Field Supplies</i>	\$28	\$112	\$448
<i>Guelph Permeameter</i>	\$150	---	---
<i>Inclinometer Readings</i>	\$250	---	---
<i>Sand Cone Field Density Kit</i>	\$75	\$225	\$725
<i>pH Meter</i>	\$15	\$60	\$180
<i>Pile Load Testing (per test)</i>	\$1,500	---	---
<i>Plate Load Tester (per day)</i>	\$50	---	---
<i>Pit Box Test (per day)</i>	\$400	---	---
<i>Slug Test Kit (per day)</i>	\$350	---	---
<i>Wood Pile Load Testing (per test)</i>	\$250	---	---
<b>SAMPLING EQUIPMENT</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
<i>Groundwater Sampling Bundle with Bladder Pump</i>	\$315	\$1,000	\$3,000
<i>Groundwater Sampling Bundle with Peristaltic Pump</i>	\$250	\$750	\$2,100
<i>Groundwater Sampling Bundle with Grundfos Pump</i>	\$350	\$1,100	\$3,100
<i>Rotohammer Drill</i>	\$100	\$400	---
<i>Soil Sampling or Tank Pull Equipment Bundle</i>	\$150	\$350	\$1,050
<i>Soil Vapor Sampling Bundle</i>	\$400	\$1,400	\$2,600
<i>Turbidity Meter</i>	\$20	\$80	\$240
<i>YSI Meter with Flow Cell</i>	\$100	\$400	\$1,200
<b>WATER LEVEL METERS AND INTERFACE PROBES</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
<i>Barologger</i>	\$10	\$40	\$120
<i>Levellogger</i>	\$25	\$100	\$300
<i>Oil/Water Interface Probe</i>	\$50	\$200	\$600
<i>Water Level Indicator</i>	\$20	\$80	\$240
<b>GEOTECHNICAL INSTRUMENTATION</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
<i>Cone Penetrometer</i>	\$15	\$60	\$180
<i>Crack Monitors - Electronic Datalogger</i>	---	\$120	\$360
<i>Dynamic Cone Penetrometer</i>	\$150	---	---
<i>Electronic Readout Box</i>	\$25	\$100	\$300
<i>Geokon LC-2 Single Channel Logger</i>	---	\$80	\$240
<i>Geokon - CR 800 Vibrating Wire Datalogger with Modem</i>	---	\$100	\$300
<i>Geokon GK 401 Vibrating Wire Readout Box</i>	\$50	\$100	\$300
<i>In-Place Inclinometer Rental</i>	---	---	\$1,250
<i>Modem</i>	---	---	\$250
<i>Nuclear Density Gauge</i>	\$100	\$300	\$900

**EQUIPMENT RATE SCHEDULE (continued)**

<b>GEOTECHNICAL INSTRUMENTATION (continued)</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
Power System - Battery	\$5	\$20	\$60
Power System - Solar	\$15	\$60	\$180
Seismograph - Manual	\$75	\$225	\$725
Seismograph - Remote Units	\$100	\$275	\$825
Tiltmeter	---	\$150	\$450
Vibration and Sound Monitoring Station	\$125	\$325	\$925
VDV Web Service	---	---	\$200
<b>UAS DATA ACQUISITION &amp; PROCESSING</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
UAS Digital Imagery Equipment	---	\$200	\$800
UAS Digital Imagery w/Ground Control Package (UAS + GNSS)	---	\$300	\$1,200
UAS Hyperspectral Equipment	---	\$300	\$1,200
UAS Hyperspectral w/Ground Control Package (UAS w/HS + GNSS)	---	\$400	\$1,600
<b>LiDAR SCANNING &amp; PROCESSING</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
LiDAR Scanning Equipment (Terrestrial & Aerial)	\$400	\$1,600	---
LiDAR Equipment w/Ground Control Package (LiDAR + GNSS)	\$500	\$2,000	---
<b>MISCELLANEOUS</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
Camera - Digital	\$10		
Decontamination Kit (each)	\$50	---	---
Field Truck (including fuel)	\$95	\$380	\$1,140
Generator	\$50	\$200	\$600
GeoTech Sample Jars 16 oz. (per box)	\$10	---	---
GPS Unit	\$150	\$600	\$1,800
Harness with Restraint Lanyard	\$40	\$160	\$480
Motorola CP200d Radio (pair)	---	\$35	\$140
Personal Protective Equipment - Level C (per person)	\$45	---	---
R/V Catalyst - 26 Ft Sampling Vessel	\$600	---	---
Research Nets	\$60	---	---
Sampling Tubing (roll)	\$20	---	---
Saximeter II	\$35	\$140	\$420
Sound Level Meter	\$50	\$200	\$600
Tool Trailer	\$300	---	---



## Geotechnical Laboratory - Seattle

### 2025 Unit Prices

Soil Classification and Index Tests			
Test	ASTM Method	Unit Price	Includes
Atterberg Limits -- 1-point (AL)	D4318*	\$300	
Atterberg Limits -- 3-point (AL)	D4318*	\$435	
Combined Analysis -- Sieve and Hydrometer (CA)	D421* / D422*	\$300	
Grain size -- #200 wash	D1140*	\$150	MC
Grain size -- standard (MA)	D6913*	\$175	MC
Grain size -- bulk (MA)	D6913*	\$225	MC
Grain size -- Hydrometer	D421* / D422*	\$250	
Moisture Content (MC)	D2216*	\$45	
Organic Content (OC)	D2974*	\$200	MC
Specific Gravity	D854*	\$150	MC
Visual Classification	D2488	\$15	
Soil Density Tests			
Test	ASTM Method	Unit Price	Includes
Bulk Density	D7263	\$150	MC
Modified/Standard Proctor -- 4-point	D1557*/ D698	\$550	MC
Modified/Standard Proctor -- 4-point, cohesive soil	D1557*/ D698	\$600	MC
Modified/Standard Proctor -- 1-point	D1557*/ D698	\$400	MC
California Bearing Ratio (CBR)	D1883*	\$1000	MC, Proctor
Soil Strength Advanced Tests			
Test	ASTM Method	Unit Price	Includes
Direct Shear	D3080	\$825	MC
Direct Simple Shear (DSS)	D6528	\$1000	MC
Cyclic Direct Simple Shear (CDSS)	D8296	\$2100	MC
Incremental Consolidation	D2435*	\$750	MC
Constant Rate of Strain (CRS) Consolidation	D4186	\$1000	MC
Triaxial Compression -- Isotropic, Undrained	D4767* / D7181*	\$750	MC
Triaxial Compression -- Ko/Anisotropic, Undrained	D4767* / D7181*	\$1200	MC
Triaxial Compression -- Unconsolidated, Undrained	D2850*	\$450	MC
Triaxial Compression -- Consolidated, Drained	D7181*	\$1000	MC
Unconfined Compressive Strength -- Soil	D2166	\$150	MC
Unconfined Compressive Strength -- Rock	D2938	\$400	MC

\* This laboratory is accredited through AASHTO for these ASTM methods. All other lab tests are performed in general accordance with the referenced ASTM methods.



## Geotechnical Laboratory - Seattle 2025 Unit Prices

Surcharge Rates	
Surcharge	Unit Price
Atterberg Limits -- Dry Prep Surcharge	\$20
Atterberg Limits -- Organic Classification Surcharge	\$55
Sample Preparation	\$200
Triaxial High Pressure (over 100 psi) Surcharge	\$165
Tube Cut Surcharge (per cut)	\$40
Tube Extrusion	\$165

1. Environmental or hazardous samples will be accepted on a case by case basis, dependent on number of tests, type of contaminants, and lab capability. Please contact the lab for more information and inform the lab of suspected or known contaminants prior to submitting a lab request. The lab has the right to refuse testing any potentially hazardous samples for health and safety concerns.

If accepted:

- a. The lab staff will charge an hourly rate directly to the project for prep, decontamination, and cleanup time.
- b. There will be an environmental surcharge for each sample that is contaminated.

2. Unit prices for soil strength advanced tests are quoted per point unless otherwise noted.

3. Test unit prices for tube samples are based on a standard sample size, in most cases a 2.8" diameter tube. Other sizes can be accommodated but may require special handling and equipment charges (sample preparation surcharge for time and extra equipment charged directly to the project).



## 2025 Standard Rates

Title	Standard Rate
Senior Principal	\$294
Special Projects Executive	\$252
Principal	\$231
Managing Senior Scientist	\$210
Senior Scientist	\$200
Project Planner 3	\$179
Project Scientist 3	\$179
Project Scientist 2	\$168
Project Scientist 1	\$136
Staff Scientist	\$105
Research Assistant	\$80
Editor	\$120
Accounting	\$115
Administrative	\$110

10% markup on subconsultants and permit fees

This rate schedule is effective January 1, 2025 to December 31, 2025.  
All rates are subject to annual adjustments, and will be reviewed and revised as necessary at the beginning of each calendar year.



## 2025 Equipment Rates

Use of Confluence Equipment and Supplies	2025 Standard Rate
Hydrology Monitoring Equipment	\$400/month
Survey Level and Rod	\$50/ day
Submeter GPS System	\$200/ day
Bathymetry Survey Equipment with Submeter GPS System	\$300/day
Drone - Mavic	\$450/day
Drone - Phantom	\$300/day
Pix4D Mapper (photo-stitching software)	\$150/month
Tidbit V2 – Temperature Readers (up to 12 readers)	\$40 per reader/month
Water Level Logger (up to 5 loggers)	\$40 per logger/month
Underwater Video Camera (Delta Vision HD)	\$400/ day
Go Pro Camera	\$40/day
Nikon Coolpix Waterproof Camera	\$40/day
Epibenthic Pump	\$1,500/event
Boat and Diving Equipment	2025 Standard Rate
Highfield – 21-foot boat (Confluence owned)	\$1,000/day
Diver Communication System (Confluence owned)	\$200/ day
Dive Tanks (reimburse for rental)	at cost (about \$15 each)
Diver Reimbursement for Gear	\$ 200/ day
Canoe	\$75/day
Other Direct Expenses	2025 Standard Rate
Mileage	\$0.70 per mile
Expendable Field Supplies	at cost
Travel Meals (if applicable)	at cost
Lodging (if applicable)	at cost
Outside Printing/Copies	at cost
Internal Printing/Copies - plotter 36"x24"	\$2.50 per page
Postage/Delivery Fees	at cost
Ferry Passage	at cost

Rental prices for Confluence-owned equipment are based on a cost recovery calculation and research of current market rates for like items. The rental price listed above does not include sales tax. Use of equipment that is not Confluence-owned is charged back to the client at cost.

Corrosion

**2025 Engineering Rate Schedule**

Except Litigation and Expert Testimony

Effective January 1, 2025

**Engineering**

Principal Engineer	\$244.00
Sr. Corrosion Engineer	\$237.00
Corrosion Engineer	\$205.00
Sr. Corrosion Technician	\$167.00
Corrosion Technician	\$146.00
Computer Services/CADD	\$124.00
Secretarial	\$95.00

**Soil Testing**

In-house lab- Simple soil and water lab work- per test	\$93.00
Out-source lab- cost +15%	
Expenses- cost + 15%	
Mileage- Personal Vehicle	IRS Standard
	Mileage Rate + 15%
	\$0.70

**Construction/Materials**

Construction Crew Time Total	Crew days = 10 hour work days	\$2,420.00	
Construction Foreman - Individual		\$135.00	
Construction Laborer - Individual		\$107.00	
Shop Labor Rate		\$103.00	
Subcontractors + Equipment Rental			
NCL Equipment			
A. Concrete Saw		\$4.35	\$4.20 /single cut
B. Concrete Saw		\$8.65	\$8.36 /double cut
C. Core Drill 4"		\$48.83	\$47.18 /hole
D. Core Drill 8"		\$97.30	\$94.00 /hole
E . Backhoe or Excavator	\$197.00 (load/unload)		\$394.00 /day
G. Boat			\$425.00 day
Materials			see Sales

**PORT OF SOUTH WHIDBEY—PUBLIC WORKS  
ON-CALL ENGINEERING  
CONSULTING SERVICES AGREEMENT**

**THIS CONSULTING AGREEMENT** (the “Agreement”) is made and entered into by and between the Port of South Whidbey, a municipal corporation organized under the laws of the State of Washington, and wholly situated in Island County, Washington (the “Port”) and Reid Middleton, Inc., Everett, Washington (the “Consultant”) (individually a “Party” and collectively the “Parties”) on the date shown below.

**I. Background**

In order to provide timely and efficient design and construction of Port projects and complete private development review, Port staff needs to be periodically augmented. The Port of South Whidbey needs specialized expertise in the engineering fields, as described below in Section II, Scope of Work.

The Port is of the opinion that the Consultant possesses the necessary qualifications to provide consulting services to the Port; and, the Consultant is agreeable to providing such consulting services to the Port on the terms and conditions set forth in this Agreement.

**II. Scope of Work**

The Consultant shall provide engineering services to the Port on an on-call basis for various Port projects. The quantity and duration of projects will depend on the Port’s requirements and needs for these services. The general scope of services needed by the Port typically fall into the following categories:

- Design, review, coordination, administration, and construction engineering and technical support of Public Works projects by consultant from their office.
- Supplemental review of private development by consultant at their office. *(Consultant will not review any private development project in which the consulting firm has provided services to the developer on that project.)*

The general engineering and technical areas of service required by the Port may include, but are not limited to:

- Civil engineering and design
- Electrical engineering and design
- Construction plans and specifications
- Construction support
- Cost estimating
- Environmental documentation, investigation, compliance
- Field investigations, surveying and mapping
- Geological/Geotechnical
- Site planning/permitting/development/plan review
- Structural engineering and design
- Utility services and rates analysis
- Water/wastewater/storm water/drainage

## ON-CALL ENGINEERING CONSULTING SERVICES AGREEMENT

- Corrosion engineering

The Port will request consulting services on a task order basis to the Consultant. The Port will issue a request for proposal for each task order which will define the work being requested. The Consultant will be expected to meet with the Port to discuss new task orders being issued under this Agreement and then submit a fee proposal and schedule to the Project Manager. Task Orders issued under this Agreement may not in any case exceed \$200,000.

### **III. Term and Rates for Services**

This Agreement is effective on the date signed by the Parties through July 31, 2026 (base year period of performance). The Port will pay Consultant at the hourly rates for services attached to this Agreement (Exhibit A – Base Year Rates) in the amount of up to \$200,000 to meet ongoing needs of the Port for the services requested through the period of performance. The Port does not guarantee all disciplines of services will be used nor does the Port guarantee a specific volume of work under the Agreement or guarantee a specific dollar amount to be paid for services rendered.

### **IV. Modifications/Amendments**

This Agreement may be modified only by the mutual written consent of each Party. At the discretion of the Port, the Agreement may be extended through amendments for a total of two (2), one-year extensions (option year-1 and option year-2); however, no new task orders will be issued after thirty-six (36) months from the execution date of the original Agreement. In June, 2026, the Port and Consultant will negotiate Consultant's rates for services for option year-1 (August 1, 2026 through July 31, 2027), if exercised. In June 2027, the Port and Consultant will negotiate Consultant's rates for services for option year-2 (August 1, 2027 through July 31, 2028), if exercised. If the Port and Consultant cannot reach agreement on rates for services in subsequent option years, the Agreement will be terminated.

### **V. Termination**

Either Party may terminate this Agreement upon thirty (30) days' written notice. If either Party terminates this Agreement, the Port shall only be liable for payment of consulting fees earned as a result of work actually performed prior to the effective date of the termination.

### **VI. Indemnification and Insurance**

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Additionally, the Consultant shall maintain during the life of the Agreement the following insurance coverage:

## ON-CALL ENGINEERING CONSULTING SERVICES AGREEMENT

- Worker's Compensation insurance in accordance with the statutory coverage required by the State of Washington and Employers Liability insurance with limits not less than \$1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the work.
- Commercial General Liability with limits not less than \$2,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability.
- Commercial Automobile Liability on all owned, non-owned, hired and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.
- Umbrella/Excess Liability insurance coverage of not less than \$1,000,000 per occurrence and annual aggregate providing coverage in excess of General Liability, Auto Liability, and Employers Liability.
- Professional Liability insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 aggregate, subject to a maximum deductible \$10,000 per claim. The Port has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.

Each policy of insurance required by this section shall provide for no less than 30-days advance notice to the Port prior to cancellation.

In addition, the Port, its officers, employees, and volunteers shall be named as "Additional Insured" by all contractors and subcontractors and a "Waiver of Subrogation" shall be included in favor of the Port. The insurance shall be placed with insurers with a Best's rating of at least VII.

### **VII. Independent Contractor**

Consultant will furnish services as an independent contractor and not as an employee of the Port or of any company affiliated with the Port. Consultant has no power or authority to act for, represent, or bind the Port or any company affiliated with the Port in any manner. The Port is an Equal Opportunity Employer and does not discriminate against any person, firm partnership, or organization as it pertains to race, color, religion, sex, age, national origin, marital status, sexual orientation, medical condition, physical handicap or disability. Any person, firm, partnership, or organization contracting with or doing business with the Port shall be in conformity with the Port's policy on non-discrimination.

### **VIII. Governing Law**

This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this

## **ON-CALL ENGINEERING CONSULTING SERVICES AGREEMENT**

Agreement shall be brought in the Superior Court of Island County, Washington.

### **IX. Disputes/Claims Resolution**

The Consultant and the Port mutually agree that if a dispute/claim arises between the Parties, the Parties shall attempt to resolve the dispute/claim in good faith through nonbinding arbitration. Disputes/claims not resolved by a nonbinding arbitration processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

### **X. Ownership of Records and Documents – Public Disclosure**

All materials, writings and products produced by the Consultant in the course of performing this Agreement shall immediately become the property of the Port. In consideration of the compensation provided for by this Agreement, the Consultant hereby further assigns all copyright interests in such materials, writings and products to the Port. A copy may be retained by the Consultant. In the event the Port receives a public record request for such materials, writings or products the Port may, in its discretion, notify the Consultant of such request and withhold disclosure of such information for not less than five (5) business days to permit the Consultant to seek judicial protection of such information, provided that the Consultant shall be responsible for attorney fees and costs in such action and shall save and hold harmless the Port from any costs, attorney fees, or penalty assessment under RCW 42.56

### **XI. Assignment**

This Agreement is binding on each Party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either Party without express written authorization.

### **XII. Licenses and Certificates**

Consultant will provide the Port copies of their current State of Washington business license and Certificates of Insurance.

### **XIII. Notices**

Written notices to be sent to:

Port Address: Port of South Whidbey  
ATTN: Executive Director  
PO Box 872  
Freeland, WA 98249  
(360) 331-5494  
execdir@portofsouthwhidbey.com

Consultant Address: Reid Middleton, Inc.  
ATTN: Willy Ahn  
728 134<sup>th</sup> Street SW, Suite 200  
Everett, WA 98204  
(425) 741-3800  
wahn@reidmiddleton.com

## ON-CALL ENGINEERING CONSULTING SERVICES AGREEMENT

**IN WITNESS WHEREOF**, the Parties have agreed and executed this Agreement on \_\_\_\_\_, which shall be in effect through July 31, 2026.

Port of South Whidbey:

Reid Middleton, Inc:

\_\_\_\_\_  
Angi Mozer, Executive Director

\_\_\_\_\_  
Willy Ahn, Ph.D., P.E., Director, Waterfront  
Group

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attachments:

Exhibit A – Base Year Rates

**Reid Middleton, Inc.**  
**Exhibit "A" Schedule of Charges**  
**Port of South Whidbey**  
**Effective May 1, 2025 through June 30, 2026**

<b>I. Personnel</b>	<b>Hourly Rate</b>
Principal .....	\$ 270.00 - \$ 312.00
Associate Principal/Principal Engineer/Principal Planner/Principal Surveyor.....	\$ 250.00 - \$ 281.00
Associate .....	\$ 224.00 - \$ 250.00
Senior Engineer/Senior Planner/Senior Surveyor .....	\$ 203.00 - \$ 224.00
Senior Designer .....	\$ 192.00 - \$ 208.00
Project Engineer/Project Designer/Project Surveyor/Project Planner .....	\$ 182.00 - \$ 203.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II .....	\$ 161.00 - \$ 182.00
Designer I/Planner/CAD Technician II .....	\$ 151.00 - \$ 161.00
Project Administrator .....	\$ 140.00 - \$ 151.00
CAD Technician I/Survey Technician/Technician/Technical Writer I .....	\$ 114.00 - \$ 140.00
Survey Crew (1 Person/RTK/Robotic/Scanning) .....	\$ 172.00
Survey Crew (2 Person/RTK/Robotic/Scanning) .....	\$ 234.00
Survey Crew (3 Person/ RTK/Robotic/Scanning) .....	\$ 291.00

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

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

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

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

<b>III. Reimbursable Expenses</b>	
Local Mileage - Automobile .....	\$ 0.70/mile
Local Mileage - Survey Truck .....	\$ 0.70/mile
Expenses that are directly attributable to the project are invoiced at cost plus 15%. These expenses include, but are not limited to, subconsultant or subcontractor services, travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and other costs directly applicable to the project.	

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

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