



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 Glostten 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 Glostten 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. Glostén 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				
1.0	Project Management and Design Coordination				
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
2.0	Environmental Permitting, Natural Resources, & Tribal Consultation				
2.1	DCE Checklist	\$ 502	\$ -	\$ 6,810	\$ 7,312
		\$ 502	\$ -	\$ 6,810	\$ 7,312
3.0	Float Procurement Package				
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
Labor Subtotal		\$ 17,499	\$ 4,406	\$ 6,810	\$ 28,715
Expense Subtotal		\$ -	\$ -	\$ -	\$ -
Total		\$ 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	Prj 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



Glosten

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*, Glosten, 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

Glosten 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, Glosten 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 Glosten’s WSDOT-reviewed ANTE rates. The breakdown of the estimated costs is shown in the table below:

Job Classifications	Direct Labor	Overhead	Fixed Fee	All Inclusive	Hours	Total
	Hourly Billing Rate NTE	NTE*	NTE	Hourly Billing Rate NTE		
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
Total					17	\$4,406.37

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
KPF 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", with a long horizontal flourish extending to the right.

CHRISTOPHER BERGER, PWS

Principal Ecologist

206.604.9059

chris.berger@confenv.com

Confluence Environmental Company

KPFF

Clinton Dock Float Replacement

TASK 4: ENVIRONMENTAL PERMITTING, NEPA DOCUMENTATION (ADDITIONAL SUPPORT)	Consulting Staff							Labor Total	Direct Expenses	Total Price
	Labor Classification	Senior Principal	Principal	Project Planner III	Subtotal	Editor	Accounting			
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