
MARINA ADVISORY COMMITTEE

April 4, 2016





**Marina Advisory Committee Meeting
April 4, 2016
7:00 p.m.**

Committee Members

Ken Hulett, Chairman
Bob Nelson, Vice-Chairman
J.J. Jones
Mahmoud Abdel-Monem
Jeff Malmgren

1. Public Comment
2. Review of the February 22, 2016 meeting notes
3. Launch Ramp and Parking Fee – Discussion
4. Whidbey Island Race Week Moorage Fee – Discussion
5. Hoist Update – Information
6. Breakwater Update - Information
7. General Update
8. Marina Advisory Committee Comments
9. Next Meeting – May 2, 2016
10. Adjourn

January 2016 Occupancy

Based upon Marina Program Reports

Permanent Moorage

Dock	Total Slips	Total Occupied	Total Vacant	Percent Occupied
A	54	43	11	80%
B	82	65	17	79%
C	55	52	3	95%
D	85	38	47	45%
E	71	51	20	72%
Totals	347	249	98	

- There were 10 fewer slips occupied in January than in December 2015.
- The permanent moorage docks were 72% occupied.
 - -3% compared to December 2015.
 - +1% compared to January 2015.

Conditional Moorage

Dock	Total Slips	Total Occupied	Total Vacant	Percent Occupied
G	16	13	3	81%
F	52	42	10	81%
S	8	8	0	100%
Totals	76	63	13	

- There were 6 fewer slips occupied in January than in December 2015.
- The conditional moorage docks were 83% occupied.
 - -8% compared to December 2015.
 - +15% compared to January 2015.

Overall Summary

- The combined permanent and conditional moorage marina docks were 74% occupied in January.
 - -4% compared to December 2015.
 - +4% compared to January 2015.
- The average percentage of occupancy on each dock was 79% in January.
 - -3% compared to December 2015.
 - +6% compared to January 2015.

February 2016 Occupancy

Based upon Marina Program Reports

Permanent Moorage

Dock	Total Slips	Total Occupied	Total Vacant	Percent Occupied
A	54	43	11	80%
B	82	64	18	78%
C	55	53	2	96%
D	85	40	45	45%
E	71	51	20	72%
Totals	347	251	96	

- There were 2 more slips occupied in February than in January.
- The permanent moorage docks were 72% occupied.
 - The same percentage of occupancy compared to January.
 - +3% compared to February 2015.

Conditional Moorage

Dock	Total Slips	Total Occupied	Total Vacant	Percent Occupied
G	16	13	3	81%
F	52	38	14	73%
S	8	8	0	100%
Totals	76	59	17	

- There were 4 fewer slips occupied in February than in January.
- The conditional moorage docks were 78% occupied.
 - -4% compared to January.
 - +18% compared to February 2015.

Overall Summary

- The combined permanent and conditional moorage marina docks were 73% occupied in February.
 - -1% compared to January.
 - +6% compared to February 2015.
- The average percentage of occupancy on each dock was 78% in February.
 - -1% compared to January.
 - +11% compared to February 2015.

REVIEW OF MEETING NOTES

February 22, 2016



Roll Call: Mr. Hulett __X__ Mr. Nelson __X__ Mr. J. Jones __X__ Mr. Abdel-Monem __X__ Mr. Malmgren __X__

Staff: Steve Powers, Chris Sublet

Public: Steppe Williford, Byron Skubi, Steve Hucke

1. Public Comment:

Mr. Williford commented on the traffic delays caused by the Navy at the Maui gate. He said that the backup seems to be getting longer and longer. Mr. Williford continued to say that the problem is not leaving the marina, but rather getting into it. Mr. Williford suggested that the City look into removing the median and making a dedicated marina or Navy gate lane. He continued to say that the issue may become a public safety issue because rescue vehicles may not be able to get into the marina.

Mr. Hulett explained to Mr. Williford that this is one of the items being discussed and looked at. He continued to explain that this an item that was identified by the MAC during marina improvement discussions.

2. Review of the December 7, 2015 Meeting Minutes:

Mr. Sublet explained that he attached the wrong minutes to the packet and handed out the minutes from the January 2016 meeting for review.

Action

The January 2016 minutes were approved as written.

3. Hydroplane Update:

Mr. Hulett explained that due to a family emergency Rotary Club of Oak Harbor President Brian Jones was not able to attend the meeting. He continued to say that the Rotary Club of Oak Harbor has not made a determination if they are going to sponsor the event. Mr. Hulett said that the Rotary Club of Oak Harbor is still investigating and looking for sponsors. He explained that the event would be much different than in the past and may not have that much of an impact on the marina tenants and guests.

Action

No action was taken.

4. Launch Ramp and Parking Fee – Discussion

Mr. Hulett introduced the agenda item and explained that in a meeting with Stan Stanley, Dave Williams and Barbara Spohn regarding establishing a Port District and what had happened in the previous Port District attempt. During that meeting the launch ramp fee came up and Dave Williams said that it is possible that DNR may collect 90% of the fees charged based upon the fact that this may be a “non-water dependent” use.

Mr. Sublet explained that he sent DNR an email asking if the marina were to charge for use of the launch ramp how would it affect the current and any future DNR leases. He said that he had yet to hear back from DNR. Mr. Sublet then explained that he had contacted RCO and they did not have any concerns or issues with charging for use of the launch ramp. He also said that staff has been working with the Legal Department to determine if violations would be considered an “infraction” or “misdemeanor.”

Mr. Jones asked how long we have left on the DNR lease. Mr. Powers explained that there are 3 years left and he has been in contact with Representative Hayes and that he is very interested in helping us with this. However Representative Hayes did not think that a solution would be presented until next year.

Mr. Hulett asked what the next step in writing the ordinance is. Mr. Powers asked if the MAC would like to see a draft of the ordinance and Mr. Hulett said no. Mr. Powers suggested that the proposed ordinance could be presented at a March workshop than perhaps one of the April meetings.

Mr. Jones asked if there was a way to ensure that the revenue would be put into the marina account. Mr. Powers said that it may be wise to add some text to the ordinance to ensure that the revenue is put into the marina account.

Action

No action was taken.

5. Host Update – Discussion

Mr. Sublet explained that the City has received two proposals from two companies that would like to be considered for preparing a structural survey of the hoist. He continued to say that he will be working with Engineering Department to determine which of the two companies would be best suited for our needs.

Mr. Nelson explained that he thought that if the hoist is not repaired then the owners of WIRW may move the event to another venue. Mr. Skubi said that the owners are very concerned about the hoist not working and its future.

Members of the MAC then had a discussion regarding how Whidbey Island Race Week relies on the hoist and may leave if the hoist is not repaired. The Committee also discussed how the increase in insurance coupled with the difficulty in finding a place to camp may also contribute to Whidbey Island Race Week seeking a new venue to hoist the event.

The MAC then discussed the use of General funds to pay for the cost of the repairs. The MAC also discussed other options such as cranes, travel lifts and the use of Mariners Haven trailer.

Action

No action was taken.

6. General Update:

Mr. Sublet updated the MAC on the following:

- Group bookings – The marina is gearing up for yacht club visits and has had a lot of interest in coming for the music festival.
- Seasonal hires– Les Cummings will be starting in March and Mike will start in April. A third person will start in May.

7. MAC Comments:

- Mr. Jones, Mr. Nelson and Mr. Williford gave an update on the kid's life jackets. Mr. Jones mentioned that the cost to replace all of the kid's life jackets is about \$580. He continued to say that both the OHYC and DPSP have money set aside to purchase new life jackets.

8. Next regular meeting— May 2, 2016

9. Adjourn

LAUNCH RAMP & PARKING FEE

Discussion

Memo

To: Marina Advisory Committee
From: Chris Sublet, Harbormaster
CC: Steve Powers, Director Development Services
Date: 4/4/2016
Re: Launch Ramp & Parking Fee - Discussion

At the September 2015 Marina Advisory Committee meeting the Committee members inquired about charging a fee for use of the launch ramp and parking lot. The topic was added as an agenda item to the October 5, 2015 meeting. At the October 5, 2015 Marina Advisory Committee meeting the Committee discussed several options including charging for parking, charging for boat ramp use and a combination of both. The Committee also discussed setting boundaries for vehicle and trailer parking. At the November 2, 2015 meeting the Committee continued to discuss the topic and made a recommendation to Staff that a daily and yearly use fee be charged to non-marina tenants for use of the launch ramp. The Committee recommended a daily rate of \$8.00 and a yearly rate of \$100.00. At the December 7, 2015 the Committee continued the discussion and made a recommendation to change the yearly rate from \$100.00 to \$80.00. During the January 4, 2016 meeting the Committee discussed enforcement options and inquired if a violation should be a misdemeanor or an infraction. At the February 22, 2016 meeting staff informed the Committee that it was working with the City Legal Department to discern if a violation should be a misdemeanor or infraction. Staff was also waiting to hear from DNR regarding how charging a launch ramp fee may affect the DNR lease.

SUMMARY STATEMENT

The launch ramp at the Oak Harbor Marina is a popular place for recreational and commercial people to launch and retrieve their boats. The ramp is equipped with a float and wash down area. There is also ample parking that meets the needs of the users. The only drawback is the gradual slope of the ramp, which makes it somewhat difficult to launch a boat without submersing the tow vehicle. The ramp, float and parking are used by a boat yard and recreational, commercial and tribal fishermen. There is no fee to use the ramp, to park a vehicle or to use the wash down rack.

In the areas surrounding the Oak Harbor Marina there are many public boat launches. The two most popular are located at Coronet Bay and Keystone. Both launch ramps have steep grades and floats. Neither one has ample parking for the amount of users or a wash down rack. The ramps, floats and parking are only used by recreational fishermen; commercial and tribal fishermen are not permitted to use these ramps. The Coronet Bay and Keystone launch ramps are managed by the State of Washington and charge \$7.00 to launch and another \$10.00 to park if the user does not have a Discover Pass.

DISCUSSION

Based upon information received from former Harbormaster Dave Williams staff contacted DNR to determine if charging a fee would impact the current or future marina leases. Staff traded a series of emails (attachment A), with Ms. Solenne Walker, the DNR representative for this area and learned that charging a

fee for using the launch ramp will not affect the current lease. However, Ms. Walker did write that it is “unclear” how charging for use of the launch ramp may affect future leases. Ms. Walker referred staff to WAC 332-30-131 Public Use and Access for review of the DNR rules and guidelines (attachment B).

At this time, based upon the information received from Ms. Walker, staff is concerned that charging a fee to use the launch ramp may not be prudent and in the long run counterproductive as the new DNR lease is negotiated. Staff recommends that charging a fee for use of the launch ramp be “tabled” until after the new DNR lease is negotiated and executed in 2019.

ACTION

Staff seeks the Marina Advisory Committees input on this issue.

Christopher Sublet

From: Walker, Solenne (DNR) <Solenne.Walker@dnr.wa.gov>
Sent: Wednesday, February 24, 2016 2:16 PM
To: Christopher Sublet
Subject: RE: Oak Harbor Marina - Questions

Hello Chris,

It is a good question as to whether your future rent would be impacted by this fee collection at the public boat ramp. We typically conduct an extensive evaluation of water-dependent (WD) and nonwater-dependent (NWD) rent closer to the renewal term (*in this case, closer to mid-late 2018*), to allow for consideration of current, multiple factors. Therefore, I cannot answer your question with any precision, at this time.

For your clarification, public use and access to state-owned aquatic lands is inherently water-dependent. Therefore, the boat ramp qualifies as a water-dependent use whether a fee is charged, or not and during this current lease term, any fees collected will not change your current rent (\$0) for the marina. While fees collected at a boat ramp do not change the water-dependent status, they may however disqualify a public boat ramp for the “no-fee access agreement” or “rent reduction for access” under [WAC 332-30-131 Public Use and Access](#) (i.e., *when WD rent is charged in the future*). This WAC is also printed below to define what qualifies for the public use and access “discounts”. However, exactly how any fee collection may, or may not, significantly impact your overall, future water-dependent rent is wholly unclear at this time.

332-30-131 Public use and access This section shall not apply to private recreational docks. Subsections (2) and (3) of this section shall not apply to port districts managing aquatic lands under a management agreement (WAC [332-30-114](#)). Public use and access are aquatic land uses of statewide value. Public access and recreational use of state-owned aquatic land will be actively promoted and protected.

- (1) **Access encouraged.** Other agencies will be encouraged to provide, in their planning, for adequate public use and access and for protection of public use and access resources.
- (2) **Access grants.** Aquatic Land Enhancement Account funds will be distributed to state and local agencies to encourage provision of public access to state-owned aquatic lands.
- (3) **Access advertised.** State-owned aquatic lands particularly suitable for public use and access will be advertised through appropriate publications.
- (4) **No-fee access agreements.** No-fee agreements may be made with other parties for provision of public use and access to state-owned aquatic lands provided the other party meets the following conditions:
 - a. The land must be available daily to the public on a first-come, first-served basis and may not be leased to private parties on any more than a day-use basis.
 - b. Availability of free public use must be prominently advertised by appropriate means as required. For example, signs may be required on the premises and/or on a nearby public road if the facility is not visible from the road.
 - c. When the use is dependent on the abutting uplands, the managing entity must own, lease or control the abutting uplands.
 - d. User fees shall not be charged unless specifically authorized by the department and shall not exceed the direct operating cost of the facility.
 - e. Necessary nonwater-dependent accessory uses will be allowed in the no-fee agreement area only under exceptional circumstances when they contribute directly to the public's use and enjoyment of the aquatic lands and comply with WAC [332-30-137](#). Such nonwater-dependent uses shall be required to pay a fair-market rent for use of aquatic lands.
 - f. Auditable records must be maintained and made available to the state.
- (5) **Rent reduction for access.** Leased developments on state-owned aquatic lands which also provide a degree of public use and access may be eligible for a rent reduction. Rental reduction shall apply only to the actual area within the lease that meets public access and use requirements of subsection (4) of this section.

I hope this information provides you with additional clarification and considerations, as well as some understanding as to why precise numbers cannot be determined yet, for a future rent.

Please feel free to call if you have any further questions!

Respectfully,

Solenne C. Walker, Aquatic Land Manager
North Kitsap - West Island Counties
Washington State Department of Natural Resources
360-732-0034
solenne.walker@dnr.wa.gov
dnr.wa.gov

From: Christopher Sublet [<mailto:csublet@oakharbor.org>]
Sent: Wednesday, February 24, 2016 10:17 AM
To: Walker, Solenne (DNR) <Solenne.Walker@dnr.wa.gov>
Subject: RE: Oak Harbor Marina - Questions

Hello Solenne,

Thanks for the quick reply. If we were paying rent, would this change anything?

Thanks.

Chris Sublet
Harbormaster, Oak Harbor Marina
360.279.4575 phone
360.240.0603 fax
www.whidbey.com/ohmarina

From: Walker, Solenne (DNR) [<mailto:Solenne.Walker@dnr.wa.gov>]
Sent: Tuesday, February 23, 2016 4:36 PM
To: Christopher Sublet
Subject: RE: Oak Harbor Marina - Questions

Hello Chris,

Thank you for your inquiry. Based on Section 4.0 of your lease agreement, there is no annual rent for the City of Oak Harbor Marina during the initial term of the lease, in conformance with RCW 79.105.620. Therefore, the proposed fee collection at the ramp will not change your rent, nor any water-dependent classification for this ramp.

Hope this clarifies the issue for you. Please contact me at 360-732-0034, if you have any additional questions.

Solenne C. Walker, Aquatic Land Manager
North Kitsap - West Island Counties
Washington State Department of Natural Resources
solenne.walker@dnr.wa.gov
dnr.wa.gov

From: Christopher Sublet [<mailto:csublet@oakharbor.org>]
Sent: Wednesday, February 17, 2016 1:22 PM

To: Walker, Solenne (DNR) <Solenne.Walker@dnr.wa.gov>

Subject: Oak Harbor Marina - Questions

Hello Solenne,

We have a boat ramp at the south end of our marina parking lot that is part of the DNR lease. The ramp is free to use and is used by marina tenants as well as the public. In an effort to offset some of the maintenance costs, we are now considering charging non-marina tenants to use the ramp.

We currently have a \$0.00 lease with DNR, if we decided to charge for use of the ramp would this change anything within the DNR lease now or in the future? Would this be considered a “water dependent” or “non-water dependent” use?

Thanks for your help.

Chris Sublet

Harbormaster, Oak Harbor Marina

360.279.4575

www.whidbey.com/ohmarina

RCW 79.105.240**Determination of annual rent rates for lease of aquatic lands for water-dependent uses.**

Except as otherwise provided by this chapter, annual rent rates for the lease of state-owned aquatic lands for water-dependent uses shall be determined as follows:

(1)(a) The assessed land value, exclusive of improvements, as determined by the county assessor, of the upland tax parcel used in conjunction with the leased area or, if there are no such uplands, of the nearest upland tax parcel used for water-dependent purposes divided by the parcel area equals the upland value.

(b) The upland value times the area of leased aquatic lands times thirty percent equals the aquatic land value.

(2) As of July 1, 1989, and each July 1st thereafter, the department shall determine the real capitalization rate to be applied to water-dependent aquatic land leases commencing or being adjusted under subsection (3)(a) of this section in that fiscal year. The real capitalization rate shall be the real rate of return, except that until June 30, 1989, the real capitalization rate shall be five percent and thereafter it shall not change by more than one percentage point in any one year or be more than seven percent or less than three percent.

(3) The annual rent shall be:

(a) Determined initially, and redetermined every four years or as otherwise provided in the lease, by multiplying the aquatic land value times the real capitalization rate; and

(b) Adjusted by the inflation rate each year in which the rent is not determined under (a) of this subsection.

(4) If the upland parcel used in conjunction with the leased area is not assessed or has an assessed value inconsistent with the purposes of the lease, the nearest comparable upland parcel used for similar purposes shall be substituted and the lease payment determined in the same manner as provided in this section.

(5) For the purposes of this section, "upland tax parcel" is a tax parcel, some portion of which has upland characteristics. Filled tidelands or shorelands with upland characteristics which abut state-owned aquatic land shall be considered as uplands in determining aquatic land values.

(6) The annual rent for filled state-owned aquatic lands that have the characteristics of uplands shall be determined in accordance with RCW **79.105.270** in those cases in which the state owns the fill and has a right to charge for the fill.

(7) For all new leases for other water-dependent uses, issued after December 31, 1997, the initial annual water-dependent rent shall be determined by the methods in subsections (1) through (6) of this section.

[2005 c 155 § 147; 2003 c 310 § 1; 1998 c 185 § 2; 1984 c 221 § 7. Formerly RCW **79.90.480**.]

NOTES:

Effective date—2003 c 310: "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and takes effect immediately [May 14, 2003]." [2003 c 310 § 2.]

Findings—Report—1998 c 185: "(1) The legislature finds that the current method for determining water-dependent rental rates for aquatic land leases may not be achieving the management goals in RCW **79.90.455**. The current method for setting rental rates, as well as

alternatives to the current methods, should be evaluated in light of achieving management goals for aquatic lands leases. The legislature further finds that there should be no further increases in water-dependent rental rates for marina leases before the completion of this evaluation.

(2) The department of natural resources shall study and prepare a report to the legislature on alternatives to the current method for determination of water-dependent rent set forth in RCW **79.90.480**. The report shall be prepared with the assistance of appropriate outside economic expertise and stakeholder involvement. Affected stakeholders shall participate with the department by providing information necessary to complete this study. For each alternative, the report shall:

- (a) Describe each method and the costs and benefits of each;
- (b) Compare each with the current method of calculating rents;
- (c) Provide the private industry perspective;
- (d) Describe the public perspective;
- (e) Analyze the impact on state lease revenue;
- (f) Evaluate the impacts of water-dependent rates on economic development in economically distressed counties; and
- (g) Evaluate the ease of administration.

(3) The report shall be presented to the legislature by November 1, 1998, with the recommendations of the department clearly identified. The department's recommendations shall include draft legislation as necessary for implementation of its recommendations." [1998 c 185 § 1.]

**WHIDBEY ISLAND
RACE WEEK
MOORAGE FEE**

Discussion

Memo

To: Marina Advisory Committee
From: Chris Sublet, Harbormaster
CC: Steve Powers, Director Development Services
Date: 04/04/2016
Re: 2016 Whidbey Island Race Week Moorage Rates

Whidbey Island Race Week 2016 is scheduled for July 11 - 15 and will soon be upon us. Staff is already receiving calls regarding pricing and reservations.

OHMC 6.36.024 section 5 states "Race Week moorage rates will be established for each year's event by the Harbormaster and the marina committee. A flat rate will be charged, regardless of boat size, for the period beginning the Sunday prior to the first raced day and ending on Saturday following the final race day."

For 2016, staff is recommending that moorage rates remain the same as in 2015. This recommendation is based upon:

1. Race Week moorage rates were increased 3% last year and a \$3.00 per night electrical fee was added.
2. Lower moorage rates may help to attract more participants.

The proposed "per foot" rate will remain at \$4.48 in 2016. Please review the attached rate sheet to see the moorage rate for each size of boat.

Please contact Chris Sublet at 360.279.4576 if you have any questions.

Whidbey Island Race Week 2016 Rates

Additional charge of \$18.00 for those using electricity.

Boat Length	2015 Moorage	
	\$4.48 per foot	
20	89.60	
21	94.08	
22	98.56	
23	103.04	
24	107.52	
25	112.00	
26	116.48	
27	120.96	
28	125.44	
29	129.92	
30	134.40	
31	138.88	
32	143.36	
33	147.84	
34	152.32	
35	156.80	
36	161.28	
37	165.76	
38	170.24	
39	174.72	
40	179.20	
41	183.68	
42	188.16	
43	192.64	
44	197.12	
45	201.60	
46	206.08	
47	210.56	
48	215.04	
49	219.52	
50	224.00	
51	228.48	
52	232.96	
53	237.44	
2004 - No rate increase		
2005 - No rate increase		
2006 - Rate increase from \$3.30 to \$3.50 per foot		
2007 - 2009 No rate increases		
2010 - Rate increase to \$3.85 per foot		
2011 - Rate increase to \$4.15 per foot		
2012 - Rate increase to \$4.27 per foot		
2013 - No rate increase		
2014 - No rate increase		
2015 - Rate increase to \$4.48 per foot		
2016 - No rate Increase		

HOIST UPDATE

Information

Memo

To: Marina Advisory Committee
From: Chris Sublet, Harbormaster
CC: Steve Powers, Director Development Services
Date: 4/4/2016
Re: Hoist Repair Update - Information

As the Marina Advisory Committee is aware the hoist has one beam that appears to be rotten and is sagging. Due to safety concerns staff has decided to have the entire structure surveyed and tested to ensure that there are not any other issues with the structure.

Staff has hired Wilson Survey and Engineering to perform the structural analysis. The contract for this work is shown in Attachment A.

Work has started under the contract. Once the structural analysis is completed, staff will have the information required to determine what repairs will be necessary to ensure the safe operation of the hoist. Staff anticipates that the structural analysis will be completed in the mid to late April timeframe.

Staff will keep the Marina Advisory Committee updated as progress is made on the hoist.

If you have any questions, please do not hesitate to contact Chris Sublet at (360)279-45676.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF OAK HARBOR
AND WILSON ENGINEERING, LLC
FOR CONSULTANT SERVICES**

Project Name: Marina Boat Hoist Repair

Contract Number: ENG 15-05

Contract Amount: NTE \$13,330.00

Expiration Date: December 31, 2016

THIS AGREEMENT ("Agreement") is made and entered into by and between the **CITY OF OAK HARBOR**, a Washington State municipal corporation ("City"), and **WILSON ENGINEERING**, a Washington LLP ("Consultant").

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding a structural inspection, structural analysis report, and recommendation for repair of the Oak Harbor Marina Boat Hoist as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of

services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence on **March 16, 2016** and shall terminate at midnight, **December 31, 2016**. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 INDEMNIFICATION / HOLD HARMLESS. Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and

the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

h. **Notice of Cancellation.** The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

j. **Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

III.7 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not

limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.8 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.9 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Island County Superior Court.

III.10 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.11 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.12 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.13 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City on a time and materials basis for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$12,118.00 plus a 10% reserve contingency of \$1,212.00 for a total of \$13,330.00** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month. At a minimum, invoices shall include (1) a summary of previous invoices; (2) current invoice amount; (3) total current monthly billing; (4) amount authorized under this agreement; and (5) total authorized amount still remaining under the agreement. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 **MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

V.1 NOTICES.

Notices to the City shall be sent to the following address:

**ALEX WARNER, P.E.
CITY OF OAK HARBOR
865 SE BARRINGTON DRIVE
OAK HARBOR, WA 98277**

Notices to the Consultant shall be sent to the following address:

**CHARLES WAUGH, PE, SE
WILSON ENGINEERING, LLC
805 DUPONT ST, SUITE 4
BELLINGHAM, WA 98225**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this 22nd day of March, 2016.

CITY OF OAK HARBOR

By 
Robert Severns, Mayor

Approved as to form:


Nikki Esparza, City Attorney

WILSON ENGINEERING, LLC.

By 
~~Charles Waugh, PE, SE~~
Andrew Law, PE
MANAGING PRINCIPAL

EXHIBIT A
SCOPE OF SERVICES



March 16, 2016

City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277
ATTN: Alex Warner, PE

RE: Structural Assessment of the Oak Harbor Marina Boat Hoist Launcher Pier: Phase 1

Dear Mr. Warner:

Thank you for considering Wilson Engineering for a structural assessment of the City of Oak Harbor boat launch. This letter and its attachments is our statement of Scope and Fees for Phase 1 services.

Scope of Work for Phase 1

1. Meet with City staff to discuss the structure and observe areas of concern; we hope to begin this process next week.
2. During detailed site observations in a following visit, we would sketch the structure, photograph it, and make notes of suspected damage.
3. Scan the structure with our Trimble TX-5 laser scanner to provide a 3D shape of the structure under its own weight. To obtain the best possible images, we need access from all around the structure, so we would seek to do the work at low tide when we could set up the equipment on the beach, as well as from positions supported from the dock piling. (Setting up on floating platforms is not suitable for scanning.)
4. Take drilled samples of wood from suspected decay areas, plugging / capping afterwards. Note that this would require access to the upper parts of the structure. We plan to use the gondola that we saw when we met at the boat launch.
5. Roll a known load, with assistance of City staff, along the overhead beam and observe deflections. The load would be stopped at each bent, with deflections versus unloaded condition noted to the nearest 0.10 inch.
6. After site work is done, we would perform analysis work with the S-Frame 11 structural analysis program and manual calculations to check bents and the crane rails. Note that the analysis will accurately predict the deflections of a structure without decay. Results from step 5 (above) that deviate significantly would indicate hidden damage.
7. Prepare sketches of the structure for incorporation into a report. Some sketches would indicate damaged areas, and other sketches would show potential repairs.
8. Prepare a preliminary estimate of probable construction cost to complete the repair work, based on the repair schemes identified by analysis and described in step 7.
9. Prepare a narrative to accompany the sketched and tabulated figures (steps 7 and 8) that would be useful to explain the results to city officials and the public.

The attached spreadsheet shows the expected hours and costs associated with the scanning and measurement of the structure, including sampling wood and checking wood moisture levels. It also includes in-office post-processing activities to use the scan to provide a 3D image, and to provide a deflection profile of the structure under load, per activity 5 above.

Alex Warner, PE
Exhibit A
Scope of Services

Re: City of Oak Harbor Boat Hoist Launcher

March 16, 2016
Page 2

The survey department total estimated fee comes to \$6,046

My time (all billed at \$138 / hour) and costs are as follow:

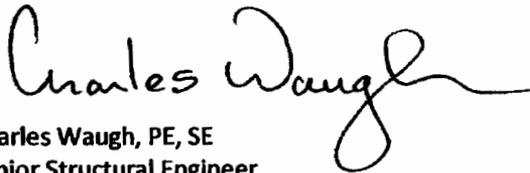
<u>Activity</u>	<u>Hours</u>	<u>\$ Cost</u>
On site field work observation and direction	8	1,104
Organize notes, check TX-5 data in office	4	552
Structural analysis and devise solutions	14	1,932
Prepare Sketches	6	828
Estimated probable construction costs	4	552
Narrative Report	6	828
Coordination and administrative	2	276
Subtotal	44	\$6,072

Our total fees for Phase 1 are estimated at \$12,118

Let us emphasize that the Scope of Work that we have described is quite comprehensive. As a result, however, we believe it will reduce the risk of changes and complications during the design and construction phases of the repair project.

We look forward to meeting with you, seeing the structure, and discussing this proposal.

Very truly yours,



Charles Waugh, PE, SE
Senior Structural Engineer



Andrew Law, P.E.
Managing Principal

Attached: Spreadsheet for survey department, description of scissors hoist

Attachment A

Exhibit A
Scope of Services

The survey department total estimated fee comes to \$6,046

My time (all billed at \$138 / hour) and costs are as follow:

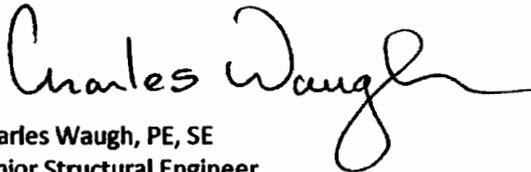
<u>Activity</u>	<u>Hours</u>	<u>\$ Cost</u>
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Very truly yours,



Charles Waugh, PE, SE
Senior Structural Engineer



Andrew Law, P.E.
Managing Principal

Attached: Spreadsheet for survey department

SURVEY COST ESTIMATING FORM ESTIMATED STAFF HOURS BY TASK DESCRIPTION	Project Name:		Oak Harbor Marina Boat Hoist						Job Number:		P-5368	
	Prepared By:		akm			Date:	3/2/16		Number of Lots:		na	
	Sr. Sr. PLS	Hydro- grapher	Senior Survey Tech	Survey Tech	2 Person Crew	3 Person Crew	Hydro crew	Senior CAD Tech		Costs	Total Hours	Total Cost
	\$132/Hour	\$135/Hour	\$102/Hour	\$79/Hour	\$178/Hour	\$220/Hour	\$245/Hour	\$88/Hour		\$1/Unit		
Plan	2.0										2.0	\$264
											0.0	\$0
Travel					2.5						2.5	\$445
											0.0	\$0
Control			1.0		3.0						4.0	\$636
											0.0	\$0
Deflection Survey (21 locations)						2.0					2.0	\$440
											0.0	\$0
Scan Target Placement					3.0						3.0	\$534
											0.0	\$0
Scanning (+/- 12 scans)					5.5						5.5	\$979
											0.0	\$0
Sampling (+/- 20 core and moisture)						6.0					6.0	\$1,320
											0.0	\$0
Conventional Processing			2.0								2.0	\$204
											0.0	\$0
Scan Processing, time with Charles			12.0								12.0	\$1,224
											0.0	\$0
											0.0	\$0
											0.0	\$0
Total Hours	2.0	0.0	15.0	0.0	14.0	8.0	0.0	0	0.0		39.0	
Total Cost	\$264	\$0	\$1,530	\$0	\$2,492	\$1,760	\$0	\$0	\$0	\$0		\$6,046

BREAKWATER UPDATE

Information

Memo

To: Marina Advisory Committee
From: Chris Sublet, Harbormaster
CC: Steve Powers, Director Development Services
Date: 4/4/2016
Re: Breakwater Repair Update - Information

During the November 17, 2015 windstorm the breakwater wall in front of F6 – F9 suffered some storm damage. Due to safety concerns staff has decided to have the entire breakwater structure inspected to ensure that there is not any other storm damage.

Staff has hired Moffat and Nichol to perform an above and below water inspection of the entire breakwater. Moffatt & Nichol has submitted a proposal (attachment A) and staff is working through the process to get the inspection started.

Once the inspection is completed, staff will have the information required to determine what repairs will be necessary. Staff is unsure of when the inspection report will be completed.

The cost of the inspection and repairs made due to the November 17, 2015 windstorm will be covered by Washington Cities Insurance Authority. There will be a \$5000.00 deductible and any other costs associated with the repair of “non-storm” damage found during the inspection will be paid by the marina.

Staff will keep the Marina Advisory Committee updated as progress is made on the breakwater.

If you have any questions, please do not hesitate to contact Chris Sublet at (360)279-45676.



600 University Street,
Suite 610
Seattle, WA 98101

March 8, 2016

Alex Warner, PE
City of Oak Harbor
865 SE Barrington Dive
Oak Harbor, Washington 98277

RE: Oak Harbor Marina F-Dock Breakwater Repair

Dear Mr. Warner:

Moffatt & Nichol (M&N) truly appreciates being selected by the City of Oak Harbor to provide professional engineering services for inspection and design of the F-Dock Breakwater Repair. This proposal follows our understanding of the scope of work required to inspect, design repairs, permit, and provide bid and construction support for the storm-damaged breakwater at the Oak Harbor Marina. The scope of services (Attachment A) details the work, its associated deliverables, schedule, and assumptions to support the level of effort currently understood by M&N.

M&N will complete the work on a time-and-expense reimbursable basis for an amount not to exceed Seventy-Five Thousand dollars (\$75,000). The level of effort estimated to complete the scope of services is attached (Attachment B). The fee is split into base tasks and an optional task. The base tasks include the storm-damage related scope of work. The optional task includes the supplementary south breakwater inspection. A summary of the budget by task follows:

BASE TASK	Budget
1. North Breakwater Inspection	\$5,870.00
2. Facility Condition Assessment Report	\$5,527.00
3. 90% Design Repair PS&E's	\$28,160.00
4. Final Design PS&E's	\$4,675.00
5. Permit Support	\$14,860.00
6. Bid Support	\$3,230.00
7. Construction Support	\$6,835.00
Other Direct Costs	\$1,428.00
TOTAL BASE TASK FEE	\$70,585.00
OPTIONAL TASK	
8. South Breakwater Inspection	\$4,415.00
TOTAL BASE TASK + OPTIONAL TASK FEE	\$75,000.00

Alex Warner, PE, Civil Engineer
City of Oak Harbor
March 8, 2016

Should additional fee be required as a result of a change in scope, M&N will inform the City of Oak Harbor prior to expending any additional funds. M&N will not proceed with any extra services outside of this scope of work without prior written authorization.

Please contact Byron Haley or me at (206) 622-0222 if there are any questions. We look forward to working with you and your staff on this important project.

Sincerely,

MOFFATT & NICHOL



Bruce Ostbo, PE, SE
Vice President

Attachments: Attachment A – Scope of Services
Attachment B – Project Fee Proposal

Attachment A



**ATTACHMENT A
SCOPE OF SERVICES
City of Oak Harbor**

Project Title: Oak Harbor Marina F-Dock Breakwater Repair

Project Location: OAK HARBOR, WASHINGTON

Date of Scope: March 8, 2016

BACKGROUND

A storm in the fall of 2015 damaged the F-Dock Breakwater at the City of Oak Harbor (City) Marina. The City has reported damage in the vicinity of Slips 6 through 12 of the F-Dock Breakwater and has requested the preparation of plans and specifications suitable for public bid to repair the breakwater. Moffatt & Nichol (M&N) has been retained by the City to support the repair design of the breakwater. M&N will provide an inspection of the breakwater, a facility condition assessment report summarizing the findings, a repair design and associated bid documents, permitting, bid support, and construction support.

The City-observed damage is isolated to the northern part of the breakwater; however, it is desired to inspect the full breakwater. The boundary between the south and north breakwater is between F-Dock Slips 17 and 18. Since the storm-damage inspection and repair is being funded by insurance, it is necessary to track the level of effort for the south breakwater separately. Therefore, the inspection and report preparation for the south breakwater is provided in a separate task.

SCOPE OF SERVICES

The scope of services are split into base tasks related to the north breakwater storm-damage repair and an optional task for the supplementary south breakwater inspection.

BASE TASKS

Task 1: North Breakwater Repair-Design Inspection

Objective: Conduct a detailed above-water and underwater inspection of the north breakwater.

1.1 North Breakwater Repair-Design Inspection

The north breakwater includes F-Dock Slips 1 through 17 – approximately the northern 310 feet. The repair-design inspection will include a visual and tactile inspection of 100 percent of the accessible components. Components will not be disassembled as part of the inspection. The extent of storm-related damage will be noted along with the information required to design the repairs. This includes verifying the record drawings and noting ancillary components that require replacement.

Preparation

M&N will develop a Safety Plan including a Job Safety Analysis, a Dive Operations Plan, and an Emergency Management Plan. The Safety Plan will be provided to the City if requested.

Underwater Inspection

A three-person SCUBA dive team will be employed in accordance with Association of Diving Contractors International diving standard. The inspection method will follow the American Society of Civil Engineers ASCE Manuals and Reports on Engineering Practice No. 130, *Waterfront Facilities Inspection and Assessment*, (MOP-130) procedures for a repair-design inspection. Components include timber wales, concrete float units, through-rods, breakwater panels, and guide piles. We will provide all gear necessary to complete the inspection.

Above-water Inspection

The above-water inspection will include a visual repair-design inspection of all accessible components following the guidelines set by MOP-130. Components include timber wales, concrete float units, through-rods, and breakwater panels.

Task 2: Facility Condition Assessment Report (FCAR)

Objective: Provide an inspection report summarizing the findings of the repair-design inspection with the necessary detail to support the insurance claim.

2.1 Draft FCAR

The results of the inspections will be incorporated into a draft FCAR. The FCAR deliverable will contain a description of the facility, observed storm related damage, observed general conditions, the implications of the observed conditions, recommendations for repairs, and an opinion of probable cost to perform those repairs.

We will include photos of any damage that is found and photos of typical conditions. Tables that list the members recommended for replacement or repair will be prepared and included in the report. Figures will include rough hand sketches; AutoCAD figures will not be provided with the report. The draft report will be provided to the City for review and comment.

2.2 Final FCAR

City comments to the draft FCAR will be reviewed and addressed, and a final FCAR will be submitted.

Deliverables

Draft and Final Facility Condition Assessment Reports submitted electronically in PDF format.

Task 3: 90% Repair Plans, Specifications, and Cost Estimates (PS&E)

Objective: Prepare and submit plans, specifications and cost estimates for 90% submittal. Design package will include all recommended repairs.

M&N will prepare contract drawings, specifications, and opinion of probable construction cost estimates, and will keep the City fully informed of progress, developments, and problems encountered during the course of the design period. The full scope of required repairs is unknown until we conduct the inspections. The level of effort assumed for this scope of work and the sheet list provided below is based on the following anticipated repairs: replacing wales, replacing through-rods, replacing breakwater panels, or patching concrete float units. If the project scope expands to include concrete float unit replacement, additional design may be necessary and the Project schedule and permitting will be impacted, thereby requiring the negotiation of additional scope and fee. If the scope of the project expands beyond general repair, additional environmental review and permitting may be necessary, thereby requiring the negotiation of additional scope and fee.

3.1 90% Plans

M&N will develop drawings for the project per M&N CADD standards. The anticipated Drawings include the following sheets:

Dwg No.	Sheet Title
1	COVER SHEET & SHEET INDEX
2	GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS
3	OVERALL PLAN
4	ENLARGED PLAN - IMPROVEMENTS
5	TYPICAL SECTIONS
6	DETAILS - SHEET 1
7	DETAILS - SHEET 2

3.2 90% Specifications

M&N will prepare the technical sections of the specifications. The City will prepare the Contract, General Conditions, and Division 01 – General Requirements, of the specifications and incorporate the technical sections into the package.

Technical specifications will be submitted in “MasterFormat” (i.e., the Construction Specifications Institute (CSI) format), in "Arial" 12 pitch font using Microsoft Word.

3.3 90% Opinion of Probable Construction Cost

M&N will prepare our opinion of probable construction costs. The opinion of probable construction costs will make provision for unit price or lump sum bid items as the City desires. The estimate will be created using Microsoft Excel.

Deliverables

The 90% Design Submittal will include the Drawings, draft specifications, a construction schedule, and an opinion of probable construction costs. All documents will be submitted electronically in PDF format. 90% design Drawings will be submitted as a half-size set (11-inches x 17-inches) without signatures. Microsoft Word files will also be provided for the specifications.

Task 4: Final Repair PS&E's

Objective: Prepare and submit plans, specifications and cost estimates for Final submittals. Design package will include all recommended repairs.

4.1 Final Plans, Specifications, and Estimate

M&N will further develop final drawings listed in Task 3 and incorporate City comments to the 90 percent plans. The contract documents will be prepared so that the City can advertise an Invitation for Bids.

Deliverables

The Final Submittal will include plans, sections, and details; technical specifications; a construction schedule; an opinion of probable construction cost; and annotated review comments.

All documents will be submitted electronically in PDF format. Drawings will be submitted as half-size and full-size sets with signatures. Microsoft Word files will also be provided for the specifications. Contract Drawings will be provided in a version that can be read by AutoCAD 2007. M&N will submit to the City a full set of electronic files for drawings. Each drawing will be submitted in PDF and "DWG" formats. M&N will provide the City with all other electronic files including font and PCP files needed to open and plot the "DWG" files.

Task 5: Permit Support

Objective: Support the City in obtaining the following anticipated federal, state and local permits and environmental reviews necessary to repair the breakwater:

- *State Environmental Policy Act (SEPA) Exemption*
- *City of Tacoma Shoreline Substantial Development Permit (SSDP) Exemption*
- *Department of Fish & Wildlife (WDFW) Hydraulic Project Approval (HPA)*
- *U.S. Army Corps of Engineers (USACE) Section 10 Permit. A Nationwide Permit (NWP) is anticipated for maintenance and repair work.*
- *Abbreviated Biological Evaluation (BE), Essential Fish Habitat (EFH) Assessment for review by USFWS and NMFS to comply with the Endangered Species Act (ESA) and Magnuson Stevens Act.*

The environmental review and permitting subtasks are:

5.1 JARPA Application

M&N will prepare a Joint Aquatic Resource Permit Application (JARPA) for submittal to the necessary regulating agencies, including the City, Corps, WDFW, and the Washington State Department of Ecology (Ecology). Preliminary drawings (plan view, cross sections and profiles) will be prepared based off of about 20-30% design for inclusion into the JARPA.

5.2 Biological Compliance Documentation

M&N will complete the Abbreviated BE and EFH Assessment for inclusion within the JARPA application to the USACE.

5.3 Coordination

M&N will contact and coordinate with regulatory agency representatives and other government entities to verify and confirm the permit schedule and that the proposed permits and approvals are anticipated. M&N will respond, on behalf of the City to any agency questions or concerns.

Deliverables

JARPA Application – Provide a Draft and Final JARPA and drawings. M&N will submit the JARPA to all of the regulatory agencies for review and approval/final permits.

Biological Compliance Documentation – Provide a Draft and Final Abbreviated BE and EFH Assessment. M&N will submit these support documents to all of the regulatory agencies for review and approval.

Task 6: Bid Support

Objective: Provide technical engineering assistance to the City during the Project bid period.

M&N will attend a pre-bid conference and provide services for issuing addenda. M&N will issue up to two (2) addenda if required during the bidding phase of the project. If requested by the City, M&N will review construction bids for compliance.

Deliverables

Collect comments and questions from contractors during the pre-bid walk through and include responses in Addendum #1.

Prepare one additional addendum, including drawings and specification revisions, if necessary.

Task 7: Construction Support

Objective: Provide technical engineering assistance to the City during Project construction.

7.1 Attend pre-construction meeting

M&N will attend the pre-construction meeting and site walk.

7.2 Requests for Information (RFI)

Respond to RFI's from the Contractor to interpret and clarify the intent of the plans and technical specifications (allow for responding to up to 5 RFI's).

7.3 Contractor Submittals

M&N will act as the primary reviewer for submittals required of the Contractor. M&N will allow for up to 8 submittals (re-submittals count as one submittal).

7.4 Meetings

Attend one (1) construction progress meeting between the City's Project Manager and Contractor. Meetings shall occur concurrently with Site Visits (Task 7.5).

7.5 Site Visits

Conduct one (1) site visit during construction to assess that the work is being accomplished in general conformance with the intent of the plans and specifications. Site visits shall occur concurrently with Meetings (Task 7.4) above.

7.6 Change Order Assistance

Discuss with the City on issues associated with actual or potential changes to the Project. Such issues could include unforeseen site conditions, City-solicited Change Proposals, unsolicited Contractor Change Proposals, and disputes. Allow for up to four hours of phone call discussions with City staff.

Deliverables

- Draft Meeting Minutes – electronic copy (PDF format)
- RFI Responses – electronic copy (PDF format)
- Submittal Review Comments – electronic copy (PDF format)

OPTIONAL TASK

Task 8: South Breakwater Inspection & Report

Objective: Conduct a routine above-water and underwater inspection of the south breakwater and summarize the findings in a report.

8.1 South Breakwater Routine Inspection

The south breakwater includes F-Dock Slips 18 through 52 – approximately the southern 630 feet. Components include timber wales, concrete float units, through-rods, breakwater panels, and guide piles. We will provide all gear necessary to complete the inspection.

The routine above water and underwater inspection of the south breakwater will be conducted at the same time as the north breakwater inspection (Task 1). The Routine Inspection will follow the MOP-130 procedures for a Routine Inspection. Per MOP-130, the primary purpose of a Routine Inspection is to assess the general overall condition of the structure, assign a condition assessment rating to the structure, and recommend what future course of action should be taken for the structure, if any. A Routine Inspection is much less rigorous and time consuming than the Repair-Design Inspection discussed in Task 1. Since underwater portions of components are likely covered with marine growth, a comprehensive visual inspection of all component surfaces during a Routine Inspection is impractical. For this reason, Routine Inspections focus on three levels of effort:

- 1) Level I – Visual/tactile inspection of underwater components without the removal of marine growth.
- 2) Level II - Partial marine growth removal of all components. This will include marine growth removal in 1-foot by 1-foot square areas every 100 feet along the breakwater and at the connections as necessary.
- 3) Level III (Not included in scope of work) – Non-destructive testing (NDT) or partially-destructive testing (PDT) of a statistically representative sample, typically 5%, of all components. May consist of PDT of wood and remaining thickness measurement of steel components. We do not anticipate a need for conducting Level III inspections for this structure. If we find that a Level III inspection is necessary, we will make a recommendation in the FCAR to conduct a follow-up inspection.

8.2 South Breakwater Report

The inspection findings, repair recommendations, and opinion of probable cost to perform the recommended repairs will be summarized in the Facility Condition Assessment Report provided in Task 2.

PROPOSED SCHEDULE

This proposal is based upon the schedule below. M&N assumes that the City will review the Draft FCAR within 5 working days upon receipt and the 90% design submittal within 10 working days upon receipt.

<u>Item</u>	<u>Working Days after NTP</u>
• Inspection	10
• Submit Draft Permits	20*
• Draft FCAR	20
• 90% Design Submittal	25
• Final FCAR	30
• Final Submittal	40
• Advertise for Bids	TBD
• Anticipated Contractor Award	TBD

* Assumes verbal consensus with the City on the extent of repairs following the inspection.

ASSUMPTIONS

- Storm-related repairs are limited to replacing timber components (wale), replacing through-rods, replacing breakwater panels, or patching concrete float units within the north breakwater. If the project scope expands to include replacement of concrete float units or repair of the south breakwater, additional design may be necessary and the Project schedule and permitting will be impacted, thereby requiring the negotiation of additional scope and fee. If the scope of the project expands beyond general repair, additional environmental review and permitting may be necessary, thereby requiring the negotiation of additional scope and fee.
- M&N assumes that the proposed repairs will comply with a SEPA Exemption for maintenance and repairs. If the City determines that a SEPA Checklist is required, additional scope and fee will be negotiated.
- All permit fees will be will the responsibility of the City.
- Substantial environmental or cultural field work or mitigation is not anticipated. Additional work, technical memorandums, field or biological surveys or studies, assessments or mitigation design required by any of the resource agencies beyond the level of effort identified is not included in this scope and fee.
- Environmental monitoring services, which may be required by the regulatory agencies as a condition of a permit or approval, are not included in this scope and fee.
- "Formal consultation" with the Services (USFWS and NMFS) is not anticipated and will be authorized separately if required.
- Comments, and the request for testing or further studies, from Ecology or the U.S. Environmental Protection Agency (USEPA) on sediment quality are not anticipated.
- Documentation for a separate Ecology Section 401 Water Quality Certification and Certification and Coastal Zone Management Act (CZMA) Consistency Determination is

not required and is assumed as part of other maintenance and repair permits and approvals.

- It is assumed that the City or selected project contractor will submit the necessary information for any local City construction permits. M&N can support this effort but additional scope and fee may be required.
- This scope and fee supports effort assumes a moderate level of effort based upon current project assumptions (i.e. maintenance and repair elements for the breakwater). SEPA and permitting services related more substantial breakwater improvements may require more extensive permitting and additional scope and fee.
- The in-water work window for Oak Harbor marine waters is currently anticipated to be between July 15th and the following February 15th. Additional seasonal restrictions may also be incorporated into specific project permits.
- Meetings will be held at the City of Oak Harbor offices such that M&N engineers are afforded the opportunity to conduct site visits during the same trip.
- The south breakwater inspection will be conducted on the same day as the north breakwater inspection. Splitting the inspections into separate days will require additional expenses.

Other Direct Costs Detail

SCUBA Dive Station	\$ 285.00	per day
Air Fills	\$ 20.00	per day
Diving Consumables	\$ 50.00	per day
UW Camera	\$ 50.00	per day
Meals	\$ 43.00	
Truck	\$ 110.00	per day
Miles	\$ 570.00	1,020 Miles Total (5 Trips) @ ~\$0.56/m
Dive Premium	\$ 300.00	\$100 per day per diver
TOTAL	\$ 1,428.00	