

Percival Plaza - Olympics Room 626 Columbia Street NW Olympia, WA 98501

The meeting agenda is available on the Port's website as of May 21, 2025. <u>https://www.portolympia.com/commission</u>

The public may join the meeting from their computer, tablet or smartphone at:

https://us06web.zoom.us/j/82086607275?pwd=BRUaTLOMaWuNupDvL9AZflbDXIaX1v.1

or Telephone: 1 253 215 8782

Meeting ID: 820 8660 7275

Passcode: 572583

Written public comments may be submitted to <u>commissioncoordinator@portolympia.com</u> by 12:00 p.m. on the date of the meeting. All written comments will be compiled and sent to the Commissioners prior to the meeting.

Verbal public comment is accepted in person at the meeting.

If you are attending the meeting via Zoom, you may raise your hand during the meeting to give public comment. For those listening by phone, press *9 if you wish to raise your hand and provide comment.

AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Approval of Agenda
- D. Executive Director Report
- E. Public Comment

This public comment period is the opportunity for public input on the agenda items on this evening's agenda, in addition to an opportunity for public comment on any other port business. Individual public comments are limited to 3 minutes per person.

NOTE: Guidelines for public comment can be found in the Commission Rules in Resolution 2025-03 Article VI.

- <u>Comments should be directed to Commission</u>: Comments should be directed to the Commission as a whole and should not include comments about individual Port staff or members of the public.
- <u>*Courtesy*</u>: All speakers (members of the public, Port staff, and Commissioners) shall be courteous in language and demeanor and shall confine remarks to those facts that are germane and relevant to the question or issue under discussion.

Port of Olympia Mission

Creating economic opportunities and building community for all of Thurston County through responsible resource use.

F. Consent Calendar

- 1. Thurston Regional Planning Council Interlocal Agreement
- 2. Port Legal Counsel Contract Amendment
- 3. Professional Services Contract Amendment Approval Skillings
- 4. Minutes: April 14, 2025; April 28, 2025; and May 12, 2025 Work Session
- G. Pending Issues or Business
 - 1. Briefing: Green Marine: Megan Folkers, Environmental Specialist
- H. Action Calendar
 - 1. None
- I. Action/Other Calendar
 - 1. None
- J. Advisory Calendar
 - 1. None
- K. Commissioner Reports/Discussion
- L. Other Business
- M. Meeting Announcements
- N. Adjourn

COVER MEMO		
Briefing Date/Time:	May 27, 2025	
Staff Contact/Title:	Alex Smith, Executive Director, 360.528.8001, <u>Alexs@portolympia.com</u>)	
Subject:	Interlocal Agreement with Thurston Regional Planning Council	
Purpose:	Information Only	

Overview:

This is a request for action on an Interlocal Agreement with Thurston Regional Planning Council.

Background:

The Thurston Regional Planning Council (TRPC) is a regional planning organization, comprised of representatives from local governments within Thurston County. One of the services TRPC can provide is planning for smaller jurisdictions that do not have planning expertise in-house.

The Port does not have planning expertise in-house, yet has planning projects we want to complete over the next few years. We worked with TRPC to draft an agreement with them whereby the Port can take advantage of TRPC's planning and outreach experts for our planning needs. The attached draft Interlocal Agreement (ILA) is modeled on similar agreements TRPC has with other local jurisdictions in Thurston County.

The draft ILA works like an on-call contract, with specific scopes of work developed for specific projects. TRPC then bills the Port for the work done pursuant to the Scope of Work. The ILA calls for automatic annual renewals until terminated by the parties. It also calls for a maximum expenditure over the life of the ILA of \$2,000,000, unless that amount if changed by agreement of the parties.

The Port plans to use the ILA with TRPC for things that include, but are not limited to, the following:

• Modeling

- Mapping
- Data analysis
- Meeting facilitation
- Planning studies
- Communication materials
- Environmental review support
- Outreach to support planning efforts

Documents Attached:

Draft Interlocal Agreement

Summary and Financial Impact:

A maximum of \$2 million dollars over the life of the contract.

Staff Recommendation:

Staff recommends that we take advantage of the cost-effective expertise of the TRPC staff by entering into this ILA.

Next Steps/Timeframe:

If approved, the Port and TRPC will sign the Agreement and staff from both organizations with begin drafting a scope of work for TRPC's assistance with the Peninsula Master Plan.

PORT OF OLYMPIA

AND

THURSTON REGIONAL PLANNING COUNCIL

INTERLOCAL AGREEMENT FOR PLANNING & DATA SERVICES

This Agreement is entered into pursuant to RCW 39.34.080 between Thurston Regional Planning Council ("TRPC"), and Port of Olympia ("the Port"), collectively referred to as "parties" and individually as "party."

Recitals:

WHEREAS, the general and special purpose jurisdictions and public institutions of Thurston County have joined together to form a Regional Planning Council known as TRPC;

WHEREAS, TRPC is also the federally recognized Metropolitan Planning Organization (MPO) for the Thurston region and as such maintains an approved Indirect Cost Plan;

WHEREAS, TRPC may provide, on a contractual basis, planning and technical assistance for member and nonmember agencies as set forth in the TRPC Agreement and Operating Procedures;

WHEREAS, the Port desires to enter into an agreement with TRPC to perform certain planning and data services as hereinafter agreed to by both parties.

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

I. <u>PURPOSE</u>

The general objective(s) of this Agreement shall be for TRPC to provide planning and data services to the Port.

II. DUTIES OF TRPC

TRPC shall provide the necessary planning, personnel, and services to accomplish tasks at the request of the Port. Examples of the types of services TRPC may provide to the Port are contained in Exhibit A attached hereto and incorporated herein by reference. TRPC shall prepare a scope of work and budget and provide it to the authorized official for the Port identified in section III for review and approval prior to the commencement of work on each

project. To accomplish the general objective(s) of this Agreement, TRPC shall provide all services and materials specified in the scope(s) of work for each project. All services and materials shall be provided in accordance with the scope(s) of work in a competent and professional manner. Each accepted scope of work shall be incorporated into and become a part of this Agreement. The Port assumes responsibility for seeking any separate required approval from its governing body for any project pursuant to a scope of work under this Agreement, consistent with the Port policies and procedures.

TRPC shall establish and maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. To facilitate the administration of this Agreement, separate project accounts shall be established and maintained within TRPC's existing accounting system. TRPC shall track employee time and expenses for all projects agreed to within this Agreement and provide the Port with a monthly invoice, which will include an accounting of expenses and status of work elements.

Records and accounts pertaining to the work and accounting shall be kept for six years from the final date of payment and be kept available for inspection by either party or by the state or federal government. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the sixyear retention period.

TRPC at such times and in such forms as the Port may require, shall furnish to the Port such statements, records, reports, data, and information as the Port may request pertaining to matters covered by this Agreement. All reports, information, data, records, and other related materials prepared or assembled by TRPC under this Agreement may be subject to public disclosure pursuant to chapter 42.56 RCW.

TRPC shall at any time during normal business hours and as often as the Port or authorized state or federal government representatives may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the Port or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The Port shall receive a copy of all audit reports made by the agency or firm as to TRPC's activities. the Port may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of TRPC'S activities that relate, directly or indirectly, to this Agreement.

III. AUTHORIZED OFFICIALS

The authorized official for the Port is the Executive Director or designee; and for TRPC it is the Executive Director.

IV. DURATION OF THE AGREEMENT

This Agreement shall become effective upon the last date of execution and shall automatically renew on January 1 of each year unless action is taken to terminate or revise this agreement. Prior to commencement, this Agreement shall be filed in accordance with RCW 39.34.040.

V. PAYMENT FOR SERVICES

The Port shall pay TRPC for planning services rendered, as specified herein, and as outlined in each scope of work. TRPC shall submit monthly vouchers for services rendered under this Agreement and the Port shall pay thereon within thirty (30) days of receipt. The maximum amount payable for work to be performed under this Agreement is two million dollars (\$2,000,000.00) unless otherwise amended in accordance with section XVIII, Changes Modifications, and Amendments.

VI. <u>PROHIBITION AGAINST ASSIGNMENT</u>

Neither this Agreement nor any interest therein may be assigned by either party, without first obtaining the written consent of the other party.

VII. OWNERSHIP OF MATERIALS

Ownership of materials produced as part of this Agreement, including but not limited to documents, maps, and computer data, etc. shall be the property of the Port and shall be made available upon request.

VIII. <u>TERMINATION</u>

This Agreement may be terminated by either party upon thirty (30) calendar days prior written notice to the other party specifying the date of termination. The Port agrees to be responsible for financial obligations incurred by TRPC up through, and including the date of termination, for work performed in accordance with the terms of this Agreement on behalf of the Port. Upon receipt of written notice of termination of this Agreement, TRPC agrees not to undertake any further obligations on behalf of the Port beyond the date scheduled for termination.

IX. ADMINISTRATION; ACQUISITION OF PROPERTY

This Agreement will be administered by the Port. This Agreement is for the benefit of the parties, and no third party beneficiary relationship is intended. No separate legal entity is

created by this Agreement. No joint organization is created. No common budget is to be established. No real or personal property is to be jointly acquired or held.

X. EQUAL EMPLOYMENT OPPORTUNITY

In execution of this Agreement, TRPC shall not discriminate against any employee or applicant for employment because of race, creed, religion, ethnicity, marital status, veteran status, age, color, sex, national origin, sexual orientation or disability.

XI. HOLD HARMLESS/INDEMNIFICATION AND INSURANCE

TRPC shall defend, indemnify and hold the Port, its officers, officials, employees and agents harmless from all claims, injuries, damages, losses or suits including costs and attorneys' fees, arising out of or resulting from the acts, errors or omissions of TRPC or its subcontractors in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Port.

The Port shall defend, indemnify and hold TRPC, its officers, officials, employees and agents harmless from all claims, injuries, damages, losses or suits including costs and attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Port in performance of this Agreement, except for injuries and damages caused by the sole negligence of TRPC.

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 TRPC and the Port, its officers, officials, employees, and agents, TRPC's liability, including the duty and cost to defend, hereunder shall be only to the extent of TRPC's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes TRPC'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 completion, expiration or termination of this Agreement.

TRPC 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 TRPC, its agents, representatives, or employees.

TRPC's membership in a public insurance risk pool that provides equal coverage as that specified below shall satisfy the requirements of this section.

A. Insurance Term

TRPC 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 TRPC, its agents, representatives, or employees.

B. No Limitation

TRPC's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of TRPC to the coverage provided by such insurance, or otherwise limit the Port's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

TRPC shall obtain insurance of the types and coverage described below:

- 1. <u>Automobile Liability</u> 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. <u>Commercial General Liability</u> insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stopgap independent contractors and personal injury and advertising injury.
- 3. <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.
- 4. <u>Professional Liability</u> insurance.
- D. Minimum Amounts of Insurance

TRPC shall maintain the following insurance limits:

- 1. <u>Automobile Liability</u> insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 2. <u>Commercial General Liability</u> insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- 3. <u>Professional Liability</u> insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- E. Other Insurance Provisions

TRPC'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 to the Port. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Port shall be excess of TRPC'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

TRPC shall, upon request, furnish the Port with original certificates and a copy evidencing the insurance requirements. A letter of coverage from a public insurance risk pool shall satisfy this requirement.

H. Notice of Cancellation

TRPC shall provide the Port with written notice of any policy cancellation within two business days of their receipt of such notice.

XII. <u>INDEPENDENT CONTRACTOR</u>

The parties intend that an independent contractor relationship will be created by this Agreement. The Port will not exercise control and direction over the work of TRPC, and is interested primarily in the results to be achieved. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of TRPC. No agent, employee, servant or representative of TRPC shall be deemed to be an employee, agent, servant or representative of the Port for any purpose, and the employees of the TRPC are not entitled to any of the benefits the Port provides for its employees. TRPC will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

In the performance of the services herein contemplated TRPC is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the Port and shall be subject to the Port's general rights of inspection and review to secure the satisfactory completion thereof.

As an independent contractor, TRPC shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

XIII. <u>COMPLIANCE WITH LAWS</u>

TRPC, in the performance of this Agreement, shall comply with all applicable federal, state and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

XIV. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

XV. <u>NOTICE</u>

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

XVI. <u>GOVERNING LAW AND VENUE</u>

This Agreement has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.

Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

XVII. <u>SEVERABILITY</u>

If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

XVIII. CHANGES, MODIFICATIONS, AND AMENDMENTS

This Agreement may be changed, modified, amended or waived only by written agreement executed by each party's authorized governing authority as provided in chapter 39.34 RCW.

XIX. <u>RECORDING</u>

Prior to its entry into force, this Agreement must be filed with the Thurston County Auditor's Office or posted upon the parties' websites as provided by RCW 39.34.040.

IN WITNESS WHEREOF, TRPC and the Port have executed this Agreement as of the date and year written below.

PORT OF OLYMPIA

THURSTON REGIONAL PLANNING COUNCIL

Alex Smith, Executive Director 606 Columbia Street NW, Suite 300 Olympia, WA 98501 Marc Daily, Executive Director 2411 Chandler Court SW Olympia, WA 98502

DATE

DATE

EXHIBIT A

(Examples of authorized activities)

Planning and Data Services: The following are examples of services that may be provided:

- Modeling
- Mapping
- Data analysis
- Meeting facilitation
- Planning studies
- Communication materials
- Environmental review support
- Outreach to support planning efforts

COVER MEMO		
Briefing Date/Time:	May 27, 2025	
Staff Contact/Title:	Alex Smith, Executive Director, 360.528.8001, alexs@portolympia.com)	
Subject:	Port Legal Counsel Contract Amendment	
Purpose:	Information Only	

Overview:

This Action item is to apprise the Commission of the need to increase the "not-toexceed" amount in the Port's contract with Dickson Frohlich Phillips Burgess PLLC (DFPB).

Background:

The Port of Olympia chose DFPB to provide general counsel legal services to the Port following a public procurement process. On June 27, 2024, the Port entered into Agreement No. 2024-1017 with DFPB with an initial term of one year, starting July 1, 2024, and ending June 30, 2025. The parties agreed to a "not-to-exceed" amount of \$250,000 for that one-year period.

The Port has used DFPB's services more than anticipated, and will exceed the initial not-to-exceed amount approximately a month sooner than anticipated. The Port would like to add an additional \$300,000 to the contract and extend it for an additional year.

Documents Attached:

Contract 2024-1017

Summary and Financial Impact:

The additional funds indicate the Port spent more on general counsel legal services than we budgeted for. The Port will be looking for ways to save on those costs as we move into the second year of the contract.

Staff Recommendation:

Staff recommend that we increase the amount of the contract with DFPB to a new not-to-exceed amount of \$550,000.



OPERATIONAL PERSONAL SERVICES AGREEMENT NO. 2024-1017 GENERAL COUNSEL LEGAL SERVICES

THIS AGREEMENT, is made by and between the Port of Olympia, a Washington municipal corporation (the "Port") and the Dickson Frohlich Phillips Burgess PLLC, UBI 604-985-657 (the "Consultant"), and collectively sometimes referred to as "Parties" or individually as "Party" for the purpose of this Agreement.

WHEREAS, the Port desires to retain the Consultant to provide legal services in the role of General Counsel to the Port as requested by the Executive Director, and other services as mutually agreed upon in writing (the "Project"), which requires specialized skills and other support capabilities the Port is not able to provide; and

WHEREAS, the Consultant is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, to perform the services and/or tasks set forth in this Agreement for the Project.

NOW, THEREFORE, the Parties agree as follows:

- 1. <u>Scope of Services</u>.
 - a. The Consultant shall perform such services and accomplish such tasks, as requested by the Port, including the furnishing of all materials and equipment necessary for full performance thereof (the "Services"), as detailed in Exhibit "A". All Services shall be provided according to the care and skill ordinarily used by members of the Consultant's profession practicing under the same or similar circumstances at the same time and in the same locality as the Services being performed. As an attorney engaged in the business of legal services, all necessary licenses and registrations have been obtained.
- 2. <u>Term</u>.
 - a. This Agreement is effective upon execution by an Authorized Representative for the Consultant and the Executive Director of the Port. The Consultant shall begin and complete the provision of the Services, unless sooner terminated according to this Agreement, as follows:

Commencement Date: Completion Date: July 1, 2024 June 30, 2025



3. <u>Amendments.</u>

a. Any changes to this Agreement, after execution, will be made through a mutually agreed upon Amendment(s) and ratified by signature of the appropriate Authorized Representatives of each Party.

4. <u>Compensation and Method of Payment</u>.

- a. Compensation.
 - i. The Port shall pay the Consultant according to the Fee & Expenses shown in Exhibit "A". The Parties agree to a not-to-exceed amount for this Agreement of two hundred fifty thousand dollars and zero cents (\$250,000.00), for the initial term of this Agreement.
 - ii. No payment shall be made for any Service rendered by the Consultant except for Services and expenses identified in this Agreement.
- b. Method of Payment.
 - i. The Consultant will transmit invoices to the Port no more often than once each month, for the Services and expenses provided pursuant to this Agreement. All invoices shall list the actual dates during which the Services were performed and shall include a report generally describing the progress of the Services and the Project. Payment for the amount stated on the invoice shall be due thirty (30) days from the receipt of the invoice by the Port.

5. <u>Information Requests.</u>

a. The Consultant shall furnish to the Port within a reasonable time such statements, records, reports, data, and information as the Port may request pertaining to the Services and the Project.

6. <u>Independent Contractor Relationship</u>.

a. The Parties intend that an independent contractor relationship will be created by this Agreement. The Port is interested primarily in the results to be achieved by the Services. Implementation of the Services will lie solely within the discretion of the Consultant. No agent, employee, servant or representative of the Consultant shall be deemed an employee, agent, servant or representative of the Port for any purpose, and the employees of the Consultant are not entitled to any of the benefits the Port provides for its employees. The Consultant will be solely and entirely responsible for



its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of the Services.

b. In the performance of the Services, the Consultant is an independent contractor with the authority to control and direct the performance of the details of the Services; however, the results of the Services shall be approved by the Port and shall be subject to the Port's general rights of inspection and review to secure the satisfactory performances of the Services. Notwithstanding, the Port may, at its sole discretion, require the Consultant to remove an employee(s), agent(s) or subcontractor(s) from providing Services or otherwise being involved with the Project.

7. <u>Right to Inspection.</u>

a. The Port reserves the right to, or have a third party, inspect the Services provided in this Agreement at any time. The Services shall be approved by the Port and shall be subject to the Port's general rights of inspection and review to secure the satisfactory performances of the Services prior to payment.

8. <u>Hold Harmless/Indemnification</u>.

- a. Consultant shall defend, indemnify and hold the Port, its officers, officials, employees, contractors and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the PORT.
- b. For purposes of this indemnification and hold harmless agreement, the Consultant waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The Parties expressly agree that this waiver of workers' compensation immunity has been negotiated.

9. <u>Insurance</u>.

- a. 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 Services by the Consultant, its agents, representatives, or employees.
- b. Consultant shall obtain insurance of the types described below:
 - i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property



damage of One Million Dollars (\$1,000,000) per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, with limits no less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate. The Port shall be named as an insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the Port.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Professional Liability Insurance appropriate to the Consultant's profession, with limits no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) policy aggregate limit.
- c. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
 - i. The Consultant's insurance coverage shall be primary insurance with respect to the Port. Any insurance, self-insurance, or insurance pool coverage maintained by the PORT shall be excess of the Consultant's insurance and shall not contribute with it.
 - ii. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either Party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Port.
- d. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- e. Consultant shall furnish the Port 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 Services.



- 10. Dispute Resolution.
 - a. Any controversy or claim arising related to this Agreement, or the breach thereof, shall be subject to dispute resolution as described.
 - i. Prior to the initiation of any action or proceeding to resolve disputes between the parties, both shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power, who shall not have substantive involvement in the matters involved in the dispute, unless the parties otherwise agree.
 - ii. Failing resolution, the parties shall attempt to resolve the dispute through a mediation conducted by a person(s), or organization experienced in mediation initiated within thirty (30) days from the date of the request unless extended by agreement of both parties.
 - iii. The positions expressed and mediator's recommendations, if any, shall not be admissible as evidence in any subsequent proceeding. At all times during the course of any unresolved dispute between the parties, the Consultant shall supervise, direct and perform the Work in a diligent and professional manner and without delay as provided under the terms of the Agreement. The good faith completion of negotiation efforts and mediation pursuant to this Article shall be a prerequisite to the filing of any litigation.

11. <u>Ownership of Property</u>.

- a. Port Property.
 - i. All property furnished by the Port for the use of the Consultant shall remain the property of the Port.
- b. Instruments of Service.
 - i. All documents, including drawings and specifications, prepared by the Consultant pursuant to this Agreement are the instruments of service with respect to the Services and shall be owned by the PORT upon payment of the Consultant fee by the PORT. The Consultant shall provide the PORT with both the native file formats and reproducible copies of all documents, drawings, specifications, and other work products constituting the instruments of service. The instruments of service are not intended nor represented by the Consultant to be suitable for reuse by the Port or others on extensions of the services provided for the



Services, or any other project. Any reuse without written verification or adaptation by the Port will be at the Port's sole risk and without liability or legal exposure to the Consultant, and the Port shall indemnify and hold the Consultant harmless from all claims, damages; losses, and expenses including attorney's fees arising out of or resulting therefrom.

12. <u>Compliance with Laws</u>.

- a. The Consultant, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- b. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.
- c. Furthermore, the Consultant specifically agrees that any/all information provided to the PORT in regard to the Consultant Profile submitted is true and complete. If any response is found to be inaccurate, the PORT reserves the right to terminate this Agreement for cause and may seek compensation for damages based on time and severity.

13. Nondiscrimination.

a. In the performance of this Agreement, the Consultant will not discriminate, or allow discrimination, against any employee or applicant for employment on any of the following grounds: race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Consultant shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.



- b. Additionally, the Consultant will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.
- c. If any assignment or subcontracting has been authorized by the Port, the assignment or subcontract shall include appropriate safeguards against discrimination.

14. <u>Assignment/subcontracting</u>.

- a. The Consultant shall not assign its performance of the Services or any portion of this Agreement without the PORT's prior written consent of not less than thirty (30) days. The Port reserves the right to reject without cause any such assignment.
- b. Any assignment shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.
- c. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the PORT.
- 15. <u>Maintenance and Inspection of Records</u>.
 - a. The Consultant shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the PORT, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
 - b. The Consultant shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The Consultant agrees that the PORT or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.



16. <u>Termination</u>.

- a. <u>Termination for Convenience</u>.
 - i. The Port may terminate this Agreement, in whole or in part, at any time, by giving thirty (30) calendar days' written notice to the Consultant. Upon such termination for convenience, the PORT shall pay the Consultant for all Services provided under this Agreement through the date of termination.

b. <u>Termination for Cause</u>.

i. If the Consultant fails to perform in the manner called for in this Agreement, or if the Consultant fails to comply with any other provisions of the Agreement and fails to correct such failure or noncompliance within five (5) business days' written notice thereof, the PORT may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default and the date of the termination. The Consultant will only be paid for Services performed in accordance with this Agreement through the date of termination.

17. <u>Notice</u>.

a. All notices provided for in this Agreement shall be sent by certified mail to the addresses designated below:

<u>Port</u>

Contracts Coordinator Port of Olympia 606 Columbia St. NW, STE 300 Olympia, WA 98501

Consultant

Robert Dickson Dickson Frohlich Phillips Burgess PLLC 1200 East D Street Tacoma, WA 98421

18. <u>Attorney's Fees and Costs</u>.

a. In any dispute arising from the terms or performance of this Agreement, whether a lawsuit is commencing, the prevailing Party shall be entitled to recover from the other Party, in addition to any other relief to which such Party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding, including an appeal.



19. Jurisdiction and Venue.

- a. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and shall be governed by laws of the State of Washington, both as to interpretation and performance.
- b. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

20. <u>Severability</u>.

a. If any portion of this Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining portions of this Agreement.

21. <u>Entire Agreement</u>.

a. This Agreement, including the Exhibit(s) attached, is the complete and exclusive expression of the agreement between the Parties and shall bind their successors and assigns. Any modification of this Agreement shall be in writing and signed by both PARTIES. Failure to comply with any provision of this Agreement shall constitute a material breach of contract and be cause for termination. The PARTIES recognize time is of the essence in the performance of this Agreement. The forgiveness or waiver of the nonperformance of any provision of this Agreement does not constitute a waiver of any subsequent nonperformance by a Party.

IN WITNESS WHEREOF, the PARTIES hereto have signed this Agreement on the day and year written below.

Port of Olympia	Dickson Frohlich Phillips	Burgess PLLC
606 Columbia St. NW., STE 300	1200 East D Street	
Olympia, WA 98501	Tacoma, WA 98421	
Alexandra Smith 6/27/2024	Rob Dickson	6/27/2024
Alexandra Smith Date	Robert Dickson	Date
Executive Director	Managing Partner	

DocuSign Envelope ID: 4031946A-0C65-4594-A7BD-9837BC472D22



Exhibit A

DICKSON FROHLICH PHILLIPS BURGESS PLLC

90/100

May 17, 2024

Delivered by hand

Attn: Alex Smith, Executive Director Port of Olympia 606 Columbia St. NW, Suite 300 Olympia, Washington 98501

RE: Response to Request for Proposal for General Counsel Services

Dear Ms. Smith:

Dickson Frohlich Phillips Burgess PLLC (the "firm" or "DFPB") is pleased to respond to the Port of Olympia's Request for Proposal for General Counsel Services (the "RFP").

DFPB was formed in December 2022 by the merger of Dickson Frolich, P.S. and Phillips Burgess, PLLC. Our combined firm currently has 23 attorneys working from offices in Olympia, Tacoma, Seattle, and Portland. Collectively, our attorneys have dozens of years of service in public and private practice, including representing port districts and public agencies, executing high-value real estate transactions and significant development projects, and successfully resolving complex litigation and appellate matters in areas that include environmental, zoning, real estate, and land use subject matter areas. We outline additional details in the enclosed submittal.

DFPB, including all of its attorneys, is licensed, insured, and authorized by the Washington Supreme Court to practice law in the State of Washington. DFPB currently represents the Port of Olympia as contract special counsel on certain matters, and has no known conflicts of interest with respect to work to be performed for the Port of Olympia. To the extent a conflict of interest could arise, the firm will take all appropriate and necessary measures to address such conflicts including disclosure, applying internal firewalls and, if necessary, recusal from discreet matters and identification of qualified substitute counsel.

We welcome and appreciate the opportunity to respond to this RFP. If you find more information would help your decision, please do not hesitate to contact me directly.

Sincerely,

DICKSON FROHLICH PHILLIPS BURGESS PLLC

L R-Wird

CHRIS PIERCE-WRIGHT ATTORNEY

RESPONSE TO PORT OF OLYMPIA REQUEST FOR PROPOSAL FOR GENERAL COUNSEL SERVICES Dickson Frohlich Phillips Burgess, PLLC

3.1.2. Approach and Qualifications

A. Approach to providing general counsel services.

The general counsel should provide the guidance needed to allow an organization to pursue its goals confidently. That service is particularly important as the Port of Olympia moves forward with new leadership at both the staff and Commission levels, and refines how it will create economic opportunity in the region.

The Port of Olympia exists in a complex and evolving legal reality. As general counsel, DFPB's mission will be to leverage its considerable and comprehensive understanding of this legal environment to guide the Port in achieving its objectives. Put simply, we know the Port has big goals and our job as its general counsel is to provide advice that does not simply control risk, but maximizes the Port's likelihood of success.

Like any successful entity, the Port thrives through establishing strong relationships. Its relationship with its general counsel should be no different. By forming relationships of trust with the Port, DFPB will be able to work closely with the executive director, department directors, and staff to ensure that the Port fully understands the legal guardrails that channel its whole range of operations, from operating marine terminals and an airport to serving as a landlord and developing its real estate portfolio. We intend to be present and accessible to staff, not only in response to day-to-day legal concerns but also in helping to develop strategic, forward-thinking policies and practices that govern the Port's decision making.

The firm's experience will also be integral to informing the recently expanded Commission. With a majority of seats occupied by first-time commissioners, it will be essential for the Port's general counsel to clearly communicate not only the Port's powers and authority but also its legal limits – from public meeting requirements to restrictions on use of the Port's funds, it is the general counsel's role to ensure that the Port has the tools it needs to be efficient, transparent, and successful. DFPB will provide the knowledge, resources, and practical training necessary to empower the Port to operate both effectively and in accordance with Washington law.

DFPB has the resources to help the Port maximize its most valuable asset: *its people*. Through the experience of its attorneys, the firm will provide practical, solution-focused counsel for operational needs, as well as strategic advice for complex, long-term initiatives and major transactions. Ultimately, the Port will have ready access to the firm's extensive experience, helping it reach its full potential. For its existing clients, the firm serves as a trusted advisor and proactive partner, understanding that the form and function of legal counsel must serve the client's goals. DFPB will bring that same level of service to the Port, helping it to navigate a changing legal landscape while advancing its mission of fostering economic vitality and sustainable development in the region.

B. Areas of legal practice and subject matter expertise.

The firm's areas of practice include each of the following:

- <u>Port General Counsel</u> the firm has previously served as outside General Legal Counsel to the Ports of Olympia and Centralia and currently serves as outside General Counsel for the Port of Tacoma. The firm is an associate member of WPPA; Chris Pierce-Wright and Heather Burgess are active members of the WPPA Legal Committee.
- <u>Contracting and Purchasing</u> DFPB assists clients with reviewing and drafting contracts, including review of contract specifications and terms and resolution of disputes with contractor performance. It also advises clients on development and implementation of purchasing policies, limits of purchasing authority, and similar compliance and control measures.
- <u>Records and Public Records Act</u> the firm has extensive experience with state public records request law, policies, implementation, and related litigation, primarily from its representation of the Ports of Olympia and Tacoma. The firm also frequently requests and reviews documents from state agencies and local governments on behalf of private clients. The firm's work with public records for its clients has included review and redaction of documents subject to exemption, preparation of exemption logs, and providing advice and legal support to public records officers in responding to requests and inquiries.
- <u>Risk Management, Litigation Oversight, and Insurance Issues</u> DFPB has extensive experience advising public and private clients on matters of risk management, including evaluating and advising decisionmakers of potential litigation risks across a broad range of legal disciplines. The firm also regularly evaluates and tenders claims to property, casualty, liability, and title insurance companies on behalf of clients in response to civil demands and suits.
- <u>Commission Meetings and Advising</u> the firm has extensive experience advising public entities and elected bodies. This work includes providing guidance on legal compliance with governing areas of law like the Open Public Meetings Act ("OPMA"), reviewing and approving Execution Session agendas, and developing rules for regular meetings.
- <u>Land Use and Environmental Law</u> Land use and environmental law are core practice areas for DFPB. The firm has represented property owners in a range of land use issues in Washington related to residential, commercial, and industrial projects, including successfully defending clients' projects in response to challenges under local zoning and land use laws and the State Environmental Policy Act. The firm has advised and defended Port district clients in developing real estate assets, environmental cleanup and remediation projects, and in response to citizen suits under the Clean Water Act.

C. Principal attorney and relevant background.

If DFPB is selected, Chris Pierce-Wright would serve as the Principal Attorney and primary contact for the Port. Chris currently provides legal services to the Port of Olympia regarding public records matters and assists the firm in providing General Counsel services to the Port of Tacoma. Chris's practice also includes representing public and private clients in land use matters and in general civil litigation, with substantive areas such as real estate, landlord-tenant, and contract disputes.

Chris's relevant work includes the following:

- <u>Contracting</u> Chris advises clients in reviewing and drafting contracts and represents them in contested matters. Currently, he is lead counsel in a Port of Tacoma dispute with a contractor's work in connection with an environmental remediation project.
- <u>Records and Public Records Act</u> Chris leads the DFPB's work with its Port district clients in the areas of records management, including compliance with the Public Records Act, creation and implementation of policies, and processing of records requests. For instance, one of the firm's clients is currently processing a records request involving national security-related issues, requiring coordination between multiple government stakeholders at both the local and federal level.
- <u>Risk Management, Litigation Oversight, and Insurance Issues</u> Chris has significant civil litigation experience, having advised and represented insurance carriers in coverage matters. He also assists with overseeing outside litigation counsel for the Port of Tacoma. Chris acted as lead counsel in representing the Northwest Seaport Alliance in a recent dispute with a tenant, which arose out of the catastrophic failure of an electrical substation due to deficient maintenance with damages in the millions of dollars. Chris was instrumental in guiding the dispute to a favorable settlement. Chris's experience also extends to complex financial matters as well, as Chris has previously represented the Port of Olympia in bankruptcy and receivership proceedings involving nonperforming tenants.
- <u>Commission Meetings and Advising</u> Chris serves as reserve counsel for the Port of Tacoma for purposes of providing legal counsel at public meetings and executive session, and has provided legal services to the Port of Tacoma in both settings.
- <u>Land Use and Environmental Law</u> Chris has represented property owners in a variety of land use issues related to residential, commercial, and industrial projects. His experience includes successfully defending clients' projects against challenges under local zoning and land use laws, as well as the State Environmental Policy Act. Chris is also involved in real estate and land use policy issues at the local and state level, including membership in the Legislative Strategy Committee for the Master Builders Association of Pierce County, the Legal Committee for the Building Industry Association of Washington, and the South Sound Committee for the NAIOP (a

> commercial real estate organization), and participation in Pierce County's Permit Workflow Improvement Project (a work group intended to improve the County's permitting process).

D. Background and experience of other attorneys and professional staff.

<u>Heather Burgess</u> – Heather previously served as General Counsel for the Port of Olympia and Port of Centralia and currently serves as the lead for the firm's General Counsel contract with the Port of Tacoma. Heather has extensive experience advising public and private clients in areas relevant to all core areas of representation required for the Port of Olympia, including contracting, open government laws, litigation oversight and risk management, and real estate and land use matters. If the firm is selected for this RFP, Heather will serve in a supporting role in those areas. Heather is licensed to practice law in the State of Washington.

<u>Julia Shemesh</u> – Julia is of counsel to the firm and served as Deputy General Counsel for 14 years with Crowley Maritime Corporation, overseeing business units operating in the transportation and distribution of petroleum products, renewable energy (wind, liquid natural gas), and shipping industries. She oversaw matters in the areas of corporate transactions, harbor services, ship assist & escort, environmental cleanup, emergency response, mergers and acquisitions, corporate finance/treasury and IT services. Julia currently assists the firm in providing advice to its clients related to real estate transactions, environmental matters and general corporate. Julia is licensed to practice law in the State of Washington.

<u>Cambria Queen</u> – Cambria is a partner in the firm's Tacoma office. Her practice includes civil litigation and open governance matters, and she has experience litigating on behalf of public entities including in public records matters. In the event of scheduling conflicts or other unavailability for Commission meetings, Cambria would serve as principal lead attorney in Chris's place. Cambria is licensed to practice law in the State of Washington.

<u>Caelen Anacker</u> – Caelen is an associate in the firm's Seattle office. His practice focuses on property and construction litigation, and he currently provides counsel to the Port of Olympia regarding public records compliance, including reviewing public records requests and preparing responsive documents and exemption logs. Caelen is licensed to practice law in the State of Washington.

<u>Sareana Farnam</u> – Sareana serves as Chris's legal assistant and would be the principal point of contact for purposes of scheduling and providing legal supporting work for the firm's work with the Port.

3.1.3. Professional Fees

For each of the above persons, the firm's standard billing rate and reduced rate for the Port is as follows:

Person	Standard Rate	Port of Olympia Rate
Chris Pierce-Wright	\$415	\$350
Heather Burgess	\$500	\$385
Julia Shemesh	\$490	\$375
Cambria Queen	\$440	\$350
Caelen Anacker	\$350	\$275

The firm further proposes for these amounts to be subject to an annual adjustment of 3 percent, effective January 1 of each year.

4.2. References

Northwest Seaport Alliance

Dana Henderson General Counsel Northwest Seaport Alliance One Sitcum Plaza Tacoma, Washington 98421 (253) 888-4712 dhenderson@nwseaportalliance.com

The firm coordinates closely with the Northwest Seaport Alliance ("NWSA") in substantive areas including governance, records, and landlord-tenant matters. The firm has also served as outside litigation counsel for NWSA in litigation involving a tenant dispute related to ongoing leasehold maintenance and catastrophic failure of an electrical substation, with a favorable settlement reached mid-way through the first day of arbitration.

Port of Tacoma

Eric Johnson	Lisa Billak
Executive Director	Records Program Manager
Port of Tacoma	Port of Tacoma
One Sitcum Plaza	One Sitcum Plaza
Tacoma, Washington 98421	Tacoma, Washington 98421
(253) 428-8633	(253) 888-4794
ejohnson@portoftacoma.com	lbillak@portoftacoma.com

The firm currently serves as outside General Counsel for the Port of Tacoma. In that role, the firm provides comprehensive legal services to the Executive Director, the Port of Tacoma Commission, and all Port departments (real estate, marine terminals, environmental planning, contracts, security, and records). In addition to direct legal support, the firm supervises other law firms providing specialized legal services to the Port.

Washington Court of Appeals

Judge Bradley Maxa Washington Court of Appeals, Division Two 909 A Street, Suite 200 Tacoma, Washington 98402 (253) 593-2970 j_b.maxa@courts.wa.gov

Chris worked as a judicial clerk for Judge Maxa, preparing dozens judicial opinions in appellate matters that included contract disputes, construction defect claims, and land use appeals.

Milestone Companies

L. Brandon Smith Managing Member PO Box 1376 Sumner, WA 98390 (253) 720-2813 brandon@themilestonecompanies.com

The Milestone Companies are a development company with projects principally in the south Puget Sound. The firm has represented Milestone and its managing member Brandon Smith in multiple matters, including complex land use entitlement work for a the in-progress West Bay Yards project. The firm successfully defended that project against a citizen challenge to its development agreement with the City of Olympia (*Olympia Coal. for Ecosystems Pres. v. City of Olympia*, No. 56314-2-II (Oct. 25, 2022)).

COVER MEMO		
Briefing Date/Time:	May 27, 2025	
Staff Contact/Title:	James Sommer, Public Works Program Manager, 360.528.8005, <u>JamesS@PortOlympia.com</u>	
Subject:	Professional Services Contract Amendment Approval – Skillings	
Purpose:	Information Only	

Overview:

- This item is on the Consent agenda.
- Action is requested from the commission tonight.

Approval of this Consent Agenda item authorizes the Executive Director to execute an amendment to Professional Services Agreement No. 2024-1005 with Skillings, increasing the contract authority by \$208,645.22.

Background:

The approved 2025 Capital Budget includes the Marine Drive NE Restoration project, which will repave the heavy haul freight route connecting the Port of Olympia's working waterfront to the I-5 corridor. Improvements are focused specifically on the heavy haul segment of the road—from the intersection of Marine Drive NE and Olympia Avenue to the main gate of the marine terminal.

On January 8, 2024, the Port of Olympia issued a Request for Qualifications (RFQ) to engineering firms listed on the Municipal Research and Services Center (MRSC) rosters. By the January 26, 2024 deadline, the Port received a single Statement of Qualifications from Skillings. After being selected based on their qualifications, Skillings submitted a detailed proposal aligned with the project scope and the Port's needs. On March 11, 2024, the Port Commission approved a Professional Services contract with Skillings for a not-to-exceed amount of \$188,725.

From 2024 into 2025, Skillings collaborated with the Port to design the new roadway and develop the associated project contract documents. The project is now entering the solicitation phase, with construction anticipated to begin in July.

Because the project includes funding from the Freight Mobility Strategic Investment Board, the Port is required to contract out construction management and contract administration services. Skillings has submitted a proposal to provide these services for a not-to-exceed amount of \$208,645.22, which has been budgeted for in the 2025 capital budget.

Documents Attached:

- Skillings Statement of Qualifications
- Skillings Scope of Work Proposal

Summary & Financial Impact:

The original contract, approved on March 11, 2024, totaled \$188,725. With the proposed amendment, the revised not-to-exceed contract amount would be \$397,370.22. The additional funding has been budgeted in the Port's 2025 Capital Budget and aligns with the overall project delivery plan.

Affected Parties:

- Swantown Marina & Boatworks
- Marine Terminal
- Port Peninsula Businesses
- General Public

Options with Pros & Cons:

This amendment provides the necessary Professional Services support for the Marine Drive NE Restoration Project. Without this amendment to increase spending authority, the Port would be unable to proceed effectively with this planned capital project, as the required services outlined above would remain unfunded.

Staff Recommendation:

Approve the amendment to the Professional Services Contract with Skillings (Contract #2024-1005), as detailed in this cover memo, through the Consent Agenda.

Port of Olympia

Professional Services - FMSIB -Engineering and Construction Management # 2024-1005



Patrick Skillings, PMP Project Manager pskillings@skillings.com (360) 491–3399

www.skillings.com 5016 Lacey Blvd. SE Lacey, WA 98503







40+

Jan 26, 2024

James Sommer

Contract and Grant Administrator Port of Olympia JamesS@PortOlympia.com (360) 528-8005

Sincerely,

Patrick Skillings, PMP Project Manager pskillings@skillings.com

www.skillings.com 5016 Lacey Blvd. SE Lacey, WA 98503 (360) 491–3399

RE: Marine Drive Heavy Haul Freight Corridor Restoration

Dear James,

The Skillings team is excited about this opportunity and is committed to providing the exceptional services the Port of Olympia desires. Skillings has provided consulting engineering services for capital improvement projects that encompass our experience in site development, transportation, stormwater, environmental, water, wastewater, and surveying since 1983.

Skillings' size and centralized office location allows us to be agile and highly responsive to our clients. With over 40 years of experience, we are confident our team will deliver efficient, cost-effective services for your projects. Apart from myself, our proposed team consists of:

Ian Lee, PE—Our Project Engineer with over 16 years of experience. Ian has successfully designed and permitted multiple similar projects through the City of Olympia and is familiar with the City's processes and requirements.

Rynea Edwards, PLS, CFedS—Our Survey Manager with over 28 years of experience. Rynea will lead the preparation of the survey base map for use in design preparation. Her experience working in-house with our design team will benefit the Port as design will mesh in seamlessly with the survey base map.

Beryl Baon, Designer – Beryl's previous experience working with the Port of Olympia makes her an asset to the team, having completed pavement assessments and field investigations for similar projects.

As Project Manager, I bring my direct relevant experience in managing the pavement assessment of Marine Drive and completing the funding estimate in support of the Grant application.

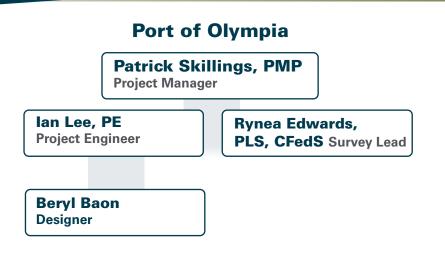
Skillings is committed to comply with the sample Consultant Services Agreement shown in the RFQ.

Skillings has the interest, talent, and capacity to complete this project and looks forward to the opportunity to serve the Port of Olympia.



Key Personnel and Experience

Skillings is a group of over 40 professionals including engineers, environmental scientists, surveyors, and support personnel, headquartered in Lacey. Our mantra of Bold, Creative, Responsive translates to innovative yet practical solutions and excellent customer service for our clients. Skillings has provided engineering services to numerous local agencies for over 40 years and are accustomed to preparing engineering plans consistent with relevant codes and standards. Our team is familiar with the Port of Olympia, county, state and federal codes, and standards relevant to your project, AASHTO design guidelines, and WSDOT's LAG Manual and Standard Specifications for Road, Bridge, and Municipal Construction. We have accumulated a long list of public works transportation improvement projects, which includes over 2500 individual projects completed throughout Western Washington.



Project Manager | Patrick Skillings, PMP

Patrick is Skillings' Vice President and an experienced project manager. He has a diverse background with both engineering and environmental projects enabling him to balance the natural environment with design standards and constructibility requirements. He has provided management for infrastructure projects throughout western Washington. His experience is founded in solid project management principles combined with a thorough understanding of agency requirements, standards, and procedures. Patrick's ability to facilitate meaningful discussions with project teams and stakeholders will benefit your project by bringing all the appropriate voices into the conversation. His training as a Project Management Professional allows him to efficiently deliver projects on time and within budget.



Years of Experience: 23 Licenses & Certs: Project Management Professional Education: BS, Environmental Science, Oregon State University

Project Engineer | Ian Lee, PE

lan has 16 years of site development, transportation, and stormwater design experience. He has sucessfully delivered PS&E packages for projects that involve elements such as site development permitting and design, roadway geometrics design, roadside design, and design of bicycle and ADA accessible pedestrian facilities. Ian routinely designs to AASHTO, PROWAG and WSDOT standards, and has prepared specifications in both CSI and WSDOT formats. In addition to roadway design, Ian is also experienced in hydraulic modeling, and stormwater drainage design. Ian takes a pragmatic approach to developing plans that focus on constructability, cost savings, and future maintenance needs.

Survey Lead | Rynea Edwards, PLS, CFedS

Rynea has over 28 years of experience which includes working with boundary surveys, topographic surveys, right of way plans, Aquatic Surveys, Cadastral Survey, GPS surveys, construction staking and writing legal descriptions. She has worked in all types of conditions, from urban corridors to forest land to aquatic environments. Rynea worked for several years with the Washington Department of Natural Resources as the Land Description & ROW Specialist and Aquatic Land Surveyor. As Skillings' Survey Manager, Rynea schedules daily operations of the field crews, prepares topographic maps, analyzes vertical and horizontal control networks produced from GPS and conventional survey methods, prepares and reviews legal descriptions for easements and right of way acquisition, researches and compiles survey documents and evidence for boundary determination, analyzes complex construction plans, and operates the GIS database for control networks.

Designer | Beryl Baon

Beryl has nearly three of experience as a design engineer working with AutoCAD and Civil3D. She has been involved in pavement assessment, transportation, and water line design projects. She has conducted field investigations to assess pavement using the WSDOT Streetwise Pavement Condition Rating (PCR) Form and has knowledge of the extent of various pavement conditions such as alligatoring, raveling, and others. With the use of the PCR Form, she is able to calculate the estimated life remaining and recommended future treatment and rehabilitation of the pavement.



Years of Experience: 16 Licenses & Certs: Professional Engineer, WA Education: BS, Civil Engineering, Iowa State University



Years of Experience: 28 Licenses & Certs: Licensed Professional Land Surveyor, WA Certified Federal Surveyor Education: AA, Technical Arts, Centralia College



Years of Experience: 3 Licenses & Certs: Design Engineer, WA Education: BS, Civil Engineering, Saint Martin's University

Skillings is intimately familiar with Marine Drive NE, between Olympia Avenue NE and the entrance to the Port's Marine Terminal. Skillings completed the pavement assessment of this segment of Marine Drive NE, referred to as Marine Drive Heavy, in 2022. Skillings prepared the Pavement Condition Assessment to determine the existing pavement condition and identified locations of sub-base failure that would require "dig-outs" to fix prior to repaving.

Skillings also prepared a planning level estimate in support of the funding application with the Freight Mobility Strategic Investment Board (FMSIB). This advanced work means that Skillings has an in-depth understanding of the project constraints, both from a pavement restoration perspective and a traffic maintenance perspective. We understand that the Marine Terminal is extremely active, and that Marine Drive Heavy is the main access point between the terminal and Plum Street (East Bay Drive), which is the main access to I-5.

Skillings is experienced with road maintenance and pavement restoration. To develop the planning level estimate, we identified dig-out locations, catch basins and utility lids that would require accommodation during restoration. This segment of Marine Drive conveys freight that requires a significant pavement section to accommodate the weight of large trucks and associated delivery loads coming into and out of the Marine Terminal.

Approach

Skillings will start with a limited topographical survey of the project corridor to identify the existing cross-slope of Marine Drive, utility and stormwater structures, and areas for fulldepth restoration (i.e. dig-outs). The completed topographic survey will serve as the design basemap for proposed pavement restoration. Completion of an accurate basemap will provide additional benefits to the Port. It will allow us higher accuracy in calculating material quantities and will provide the bidding contractors with more certainty on project constraints. We have completed a significant number of surveys for the Port and have enough survey control in the project area to start field work immediately. By utilizing existing control, we will reduce the overall budget. Survey will also allow Skillings to develop a more precise Engineers Estimate, which will help ensure that available funding is sufficient for the project. By giving the contractors more certainty in the proposed design, we expect a better bid response (lower bids) as they will know exactly what they are building.

Once the basemap is completed, we will prepare a preliminary design to grind and pave Marine Drive. Due to the heavy freight use of Marine Drive Heavy, our design will include grinding and replacement of the upper 4 inches of Hot Mix Asphalt (HMA) from gutter to gutter. Our design team will have marked out the locations for full-replacement (dig-outs) prior to survey so they are incorporated into the preliminary design. By utilizing Civil 3D as our design software, we will be able to calculate quantities for both grinding and repaving to an accurate level. We then use the WSDOT Unit Bid Analysis tool to get the most current bids recorded by WSDOT for public infrastructure projects. Skillings will also work with local asphalt suppliers (e.g. Lakeside Industries) to get up-to-date costs for local HMA delivery. We also will complete a preliminary Engineers Estimate of Cost to Construct during preliminary design so that the Engineering Estimate can be used as part of the design decision process. This way any potential design items that escalate the budget can be addressed early in design so that the proposed project fits within the available funding.

Project Approach

ADA Ramps

Pavement restoration on Marine Drive Heavy includes multiple ADA sidewalk ramps. We have completed a preliminary review of the existing ADA ramps and identified multiple locations where ADA upgrades will likely be required. The existing ramps at Olympia Ave and Marine Drive and Jefferson St. appear to be compliant and will not need to be replaced. The existing ADA ramps in front of Boatworks and where Marine Drive "light" goes north, as well as the entrance to the Marine Terminal, appear to be sub-standard and will likely require replacement. Our experience with the Public Right-of-Way Accessibility Guidelines (PROWAG) means we know the ADA tolerances. Our design approach is to design all ramps to slopes slightly under the PROWAG requirements, allowing the contractor slight construction tolerances while still meeting ADA requirements.

Project success relies on good communication, both amongst the project team and with the Port of Olympia. Our Project Manager, Patrick Skillings, will establish regular status meetings with James Sommer to review project challenges and communicate status. Patrick has demonstrated his communication skills with the Port as he works with James Sommer, TJ Quandt, and Shawn Gilbertson on the Port's Engineering On-call and Boatworks Stormwater Retrofit project.

To track progress, Patrick starts with a detailed schedule that includes deliverable milestones. Patrick also tracks project status using Earned Value Reporting that evaluates the percent complete of each task and compares it to actual budget spent. These metrics can help forecast if the project schedule will be maintained as well as project budget.

Cost Control Measures

There are a number of cost control measures that can be utilized during both design and construction. We propose completing design without the use of additional geotechnical support. Completion of pavement borings and falling weight deflectometer tests can add significant cost to project design.

Another cost control measure is the use of commercial HMA and commercial concrete which will limit the material testing required during construction. This also eliminates the need to have geotechnical input on paving design and asphalt mix design. Lastly, specifying lump sum payment for demolition of existing ramps means the Port only pays the contractor a specified amount for demolition, not on square footage. In addition, the construction inspector doesn't need to measure every foot of demolition. Lump sum payment may be specified for other items as well to limit the amount of time an inspector must spend measuring items of work.

QA/QC

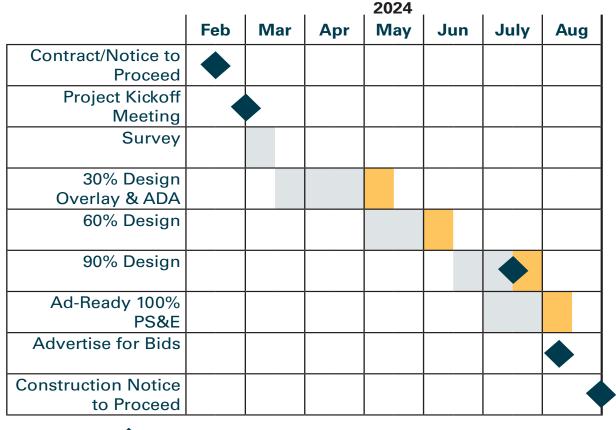
Skillings follows a rigorous internal QA/QC program. This starts with a clear scope of work and defined tasks. Skillings has developed internal Quality Controls in the form of model templates, internal standards, and set processes that ensure that quality is a priority at every stage of design. We complete internal Quality Assurance reviews at every stage of design, before it goes to the Port. This includes review and redlines, redline response, and verification review to ensure that comments are addressed correctly. Our Quality Assurance also includes internal construc-

Project Approach

tability review by senior staff that understand construction tolerances. Following our Quality Control program, we ensure that we provide quality construction plans and a quality product to the Port. Patrick, as PM, will conduct Quality Audits to verify that QA/QC is being followed and documented throughout the life of the project.

Schedule

Skillings understands that the Port would like to complete construction this year (2024). We have prepared a design schedule that demonstrates our proposed completion of the project design to allow Bid Advertisement in late summer (end of July) and the start of construction in August. We believe that this should provide an adequate number of working days for the contractor to complete the repaying prior to shut down for the winter season.





Port of Olympia Review

City of Bremerton

Washington and 11th Street Imrovement

The City of Bremerton selected Skillings to provide design engineering, envrionmental, and right-of-way acquisition services for the reconstruction of Washington/11th Street from the Manette Bridge to Pacific Avenue. Skillings prepared full plans, specifications, and engineers estimate for rehabilitation of the existing roadway. The stretch of road contained safety, mobility, and service issues for which a goal was set to increase the efficiency of multi-modal traffic through the corridor. Skillings designed full width roadway reconstruction with sidewalks, bike lanes, and storm drainage improvements. Street lighting and utilities were also relocated/upgraded. After the City's review. Skillings finalized the design, specificati

Project Attributes

Topographic Survey and Mapping Geotechnical Investigation Project Management Geometric Roadway Design Permitting Support Construction Management Services

Key Personnel Patrick Skillings, Ian Lee

the City's review, Skillings finalized the design, specifications and estimate and prepared a construction contract for Bid Advertisement and Award.

City of Yelm

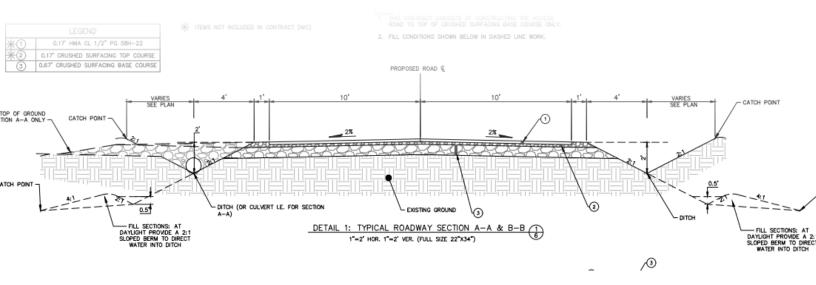
Water Reclamation Facility Access Road

Skillings provided PS&E services to the city for the access road from Rhoton Road SE to an exsisting water reclamation facility. The project included design of future amenities including stormwater treatment, prefabricated restroom and shelters with drinking water and sewer connections, landscaping, security fencing and environmental review. The road also provides construction access for future upgrades to water reclamation facility.

Project Attributes

Topographic Survey Environmental Review Stormwater Drainage Design Site Design Road Reconstruction Methodology Construction Management Services

Key Personnel Tom Skillings, Patrick Skillings, Rynea Edwards



City of Chehalis

Kresky Avenue Overlay

Skillings completed overlay design for Kresky Avenue for the City of Chehalis. Due to limited funds, we developed an innovative approach to complete the design in a short timeframe by utilizing existing lidar and aerial photography to develop a basemap for design. While this approach saved time and design budget, it made it difficult to identify all impacted utility lids and stormwater facility components. This project was federally funded and required completion of a NEPA Categorical Exclusion (CE) Document for approval by WSDOT Local Programs. We prepared preliminary and final plans for review by the City and developed project

Project Attributes

Roadway Design Design and Environmental Support Bids, Ad and Award Support Construction Contract Administration

Key Personnel Tom Skillings, Patrick Skillings, Ian Lee, Gerry Smith

specifications that gave directions to the Contractor on how to deal with unknown field conditions. Construction mobilization occurred just fourmonths after the start of design and the project was successfully constructed.

City of Puyallup

Puyallup 10th Street

The City of Puyallup is completing a full pavement restoration on 10th Street from E Main to the south. Skillings completed pavement restoration design to repair this freight corridor, which has experienced significant pavement failure due to heavy truck traffic. Skillings also provided design for replacement of approximately 250 feet of sewer main, 450 feet of water and stormwater main in addition to repaying the roadway. Skillings' sur-

Project Attributes

Roadway Expansion and Overlay ADA Compliant Design Utility Design (water, sewer, storm) Topographic Survey

Key Personnel

Patrick Skillings, Ian Lee

vey team conducted a topographic survey of the project area and created base maps to establish the foundation for design and right-of-way coordination. We designed a new full-width road and sidewalk on the east side of 10th St SE to meet ADA requirements and maximize available ROW for pedestrians, vehicles, and business patrons. Skillings also designed water, sanitary sewer and stormwater conveyance along the road. The project is under Bid Advertisement with construction starting in early spring 2024.



City of Bremerton - Washington and 11th Street Improvement

Nick Ataie, PE Engineering Project Manager City of Bremerton, Public Works and Utilities (360) 473–2306 nick.ataie@ci.bremerton.wa.us

345 6th St Ste 600 Bremerton, WA 98337

Contract amount-\$530,000

Term of the Contract/Time period in which work was accomplished Start Date— 2019-2023 (under construction)

City of Chehalis - Kresky Avenue Resurface Celest Wilder, CFM

Engineering Technician II City of Chehalis Public Works (360) 748-0238 cwilder@ci.chehalis.wa.us

350 N Market Blvd, Chehalis, WA 98532

Contract amount - \$118,559.39

Term of the Contract/Time period in which work was accomplished Start Date— 01/16/20

Completion date - 12/31/21

City of Yelm - Water Reclamation Facility Access Road Jeff Barcott

Barcott Construction (360) 840-5775 jeff@barcottconstruction.com

212-34 Middlefork Rd, Chehalis, WA 98532

Contract amount-\$253,996

Term of the Contract/Time period in which work was accomplished Start Date— June 2021 Completion date— December 2023

Description of work included in Successful Completion of Past Projects section.



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EXHIBIT A SCOPE OF WORK

Prepared for:

Port of Olympia Marine Drive Pavement Restoration - Construction Management May 1, 2025

INTRODUCTION:

The Port of Olympia (PORT) is requesting engineering services from Skillings, Inc. (CONSULTANT) to provide construction contract administration for a project on Marine Dr. Pavement Restoration (PROJECT). The goal of this project is to restore the physical condition of the roadway and improve pedestrian safety with new ADA accessible ramps. The PORT has available funds from a combination of FMSIB funds and PORT funds for the project. All work must conform to appropriate state and City standards and requirements in accordance with the requirements of the WSDOT Local Agency Guidelines (LAG) Manual and the Construction Contract.

Skillings has experienced construction management staff and will assist the PORT with ad, bid, award, and construction administration. All our construction management practices follow the WSDOT Local Programs *Local Agency Guidelines (LAG) Manual* as a matter of practice because it is a proven way of doing business and meeting funding agency audit requirements. We will utilize our own contractor payment system that is designed specifically to follow the LAG Manual and to meet funding agency audit requirements. Our record keeping and contractor payment systems have enabled us to successfully pass several recent Local Programs project reviews. Skillings does not have a certified material testing facility; therefore, we will utilize either WSDOT Materials Laboratory or use a local certified laboratory for testing if required.

The following scope of services is based upon the assumptions outlined herein. Associated costs are detailed in EXHIBIT E-1

ASSUMPTIONS:

This Scope of Services is based upon certain assumptions and exclusions identified below and under specific tasks. The following assumptions were used in the development of this scope of services:

- Services will be performed in accordance with WSDOT's LAG Manual and Construction Manual. The staff-hours proposed by the CONSULTANT are an estimate only and are subject to change based on the actual construction schedule and working hours of the Contractor.
- CONSULTANT will utilize CONSULTANT's own contract payment system.
- Should the PORT direct the CONSULTANT not to be on the project site for any reason, CONSULTANT is not responsible for performing any scope items listed under the corresponding tasks.
- Surveying and claims support are excluded from this scope.
- The CONSULTANT shall assume no responsibility for proper construction techniques or job site safety but will report to the Contractor and PORT any observed public safety concerns.

- The CONSULTANT will endeavor to protect the PORT against defects and deficiencies in the work
 of the Contractor but cannot guarantee the Contractors' performance and shall not be
 responsible for construction means, methods, measurements, techniques, sequences of
 procedures, or for safety precautions and programs in connection with the work performed by
 the construction contractor and any subcontractors.
- Construction contract duration of 45 working days.
- 20 additional working days will be estimated to cover such items as pre-construction activities, non-chargeable working days when construction services are provided, and project closeout.
- Work will be performed during daylight hours.
- CONSULTANT will be on-site 8 hours per day.
- CONSULTANT will not work on Holidays as defined in the WSDOT Standard Specifications, Saturdays or Sundays.
- CONSULTANT shall be compensated for construction additional on-site observation and administrative work for each additional construction day added to construction contract days due to contractor delays and for additional contract days added due to extra work or change orders to the construction contract.
- Undergrounding of the electrical system and communication utilities is not currently included in the construction project. The PORT intends to either negotiate with the successful Contractor to do the undergrounding in conjunction with the project or to do the construction with PORT staff. Construction management services for undergrounding utilities are included as an option for the PORT under Task 120.
- Contract time:
 - 45 working days = 9 weeks
 - Two weeks pre-construction effort
 - Two weeks closeout effort
 - Possible additional time for underground utilities
- Changes from these assumptions will be considered extra work and will be renegotiated as required, such as additional working days added to the contract time by change order(s).

RESPONSIBILITIES OF THE PORT:

- Provide CM oversight and approval authority for all construction activities.
- Process all contract documents through the PORT's approval process (e.g. CM invoices, construction contract, monthly pay estimates, change order execution, cost reduction proposals, time extensions, etc.).
- Provide and assist the CONSULTANT in utility coordination.
- Review the Pre-Construction Conference agenda and all hand-out materials, before the CONSULTANT conducts the Pre-Construction Conference.
- Coordinate and schedule any public meetings required before, during and after construction.
- Provide operations & maintenance interface with other PORT Staff for ongoing project issues.

REFERENCES:

The CONSULTANT shall perform services set forth in this SCOPE OF WORK on behalf of the PORT using procedures specified by the City and in compliance with the standards and requirements set forth in the following procedures, regulations and most current (at the time of execution of this agreement) adopted manuals which by reference, are made a part of this Agreement.

- Current (as of the date of execution of the agreement) PORT/CITY standards and ordinances:
- Current (as of the date of execution of the agreement) versions of the following publications and manuals shall be applicable when required by state or federal funding authorities:
 - Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation (WSDOT).
 - Standard Plans for Road, Bridge, and Municipal Construction, published by WSDOT.
 - Local Agency Guidelines (LAG Manual), published by WSDOT.
 - *Construction Manual,* published by WSDOT.

CHANGE MANAGEMENT:

This is a negotiated hourly rate contract with a not to exceed maximum. The levels of effort for various tasks are estimates and may vary. The contract will be managed to the contract maximum, not the task level budgets.

Task 010 – Project Management

Project management and quality reviews will be on-going during the course of the project. The project manager will maintain communication with CONSULTANT staff and PORT, will monitor the project's scope, schedule, and budget, will coordinate and communicate with staff, and other similar project management tasks.

Tasks:

- 1. Schedule, prepare for, and take part in up to 12 weekly communications with the PORT.
- 2. Prepare any supplements to the CONSULTANT Agreement.
- 3. CONSULTANT will prepare up to 3 monthly billings with progress reports with earned value worksheets.
- 4. Supervise the CONSULTANT's field personnel assigned to the project.
- 5. QA/QC of all Contract documents and work effort.

Deliverables:

- Document PORT direction to CONSULTANT.
- Agreement supplements as/if needed.
- Monthly invoices with progress reports and earned value worksheets.

Task 020 – Construction Management

The CONSULTANT will work closely with the PORT to provide the appropriate staff to oversee the Contract, coordinate and negotiate with the Contractor and making sure everything is up to code and ensure compliance with the Contract, the LAG Manual, and Construction Manual. This effort will include the following elements:

Tasks:

- 1. Prepare and transmit Contract Documents to the contractor for execution.
- 2. Review contractor's bond and insurance certificates for Contract compliance and inform PORT if acceptable.
- 3. Organize and chair the preconstruction conference.
 - a. Prepare agenda and list of attendees
 - b. Lead a pre-construction meeting
 - c. Document and prepare meeting minutes for distribution to attendees
- 4. Review and approve Contractor's submittals.
 - a. Shop drawings.
 - b. Subcontractor Request to Sublet forms.
 - c. Requests for Approval of Materials (RAMs)
- 5. Contractor coordination.
 - a. Respond to Contractor RFI's and defer to the Engineer of Record for a response when appropriate.
 - b. Respond to contractor questions which may arise as to the quality and acceptability of furnished materials, work performed, and to general questions raised by adjacent property owners or general public.
 - c. Liaison between the Contractor's management and the PORT's management personnel, acting as the direct point of contract for both parties.
 - d. Coordinate off-site fabrication inspection with independent testing authority, if needed.
 - e. Review ROM and material testing results and advise the Contractor accordingly.
 - f. Review monthly pay estimates with the Contractor and provide recommendation to the PORT for release of payment.
 - g. Facilitate coordination between the Contractor, PORT and project stakeholders regarding status and issues of construction activities.
 - h. Facilitate utility coordination for existing and new utility improvements.
- 6. Review and approve IDRs prepared by the construction inspector.
- 7. Review the Contractor's baseline project schedule, and
 - a. Monitor that schedule throughout the course of the project for compliance with the provisions of the Contract.
 - b. Request and review periodic schedule updates submitted by the Contractor.
- 8. Chair up to 12 weekly construction planning meetings, prepare notes as needed.
- 9. Prepare official correspondence to the Contractor and issue upon the Port's approval.
 - a. Issue field directives and stop work notices to the Contractor when necessary, with the PORT's approval.
 - b. Issue Correction Notices when appropriate.
- 10. Senior Project Engineer assume up to 2 field visits.

Deliverables:

- Contract Documents to Contractor
- Bond and insurance certificate review and advice
- Preconstruction Conference minutes
- Contractor's submittal reviews and approvals
- Contractor coordination
- IDR review and approval

- Schedule review and update coordination
- Weekly construction planning meetings
- Official contractor correspondence
- Field visit notes

Task 030 – Document Control

The CONSULTANT shall provide document control services to be used to ensure compliance with the Contract, the LAG Manual, and Construction Manual and will include the following Tasks:

Tasks:

- 1. Record of Materials (ROM)
 - a. Request ROM from WSDOT during design phase.
 - b. Modify WSDOT provided ROM to fit LAG and project needs.
 - c. Maintain a material testing log that tracks the test date, type of material test, test result, specification requirement and action taken if a failed result is received from the Certified Material Testing Lab. Include in ROM format if possible.
- 2. Maintain electronic copies of all documents and paper Documents if required for WSDOT project reviews. Paper documents will be kept by the CONSULTANT until the end of the project at which time the Client will be provided with the paper documents.
- 3. Process; track and archive construction records including:
 - a. Inspectors Daily Reports (IDR's);
 - b. Requests for Information (RFI's);
 - c. Submittals such as shop drawings et al;
 - d. Requests for Approval of Materials (RAM's);
 - e. Statements of Working Days.
 - f. CONSULTANT shall maintain submittal and RFI logs to track when documents are received and returned to the contractor.
- 4. Compile and review inspector pay quantity and force account records and prepare monthly contractor progress estimates.
- 5. Review and archive project record documentation associated with:
 - a. Requests to Sublet,
 - b. Intents to Pay Prevailing Wage,
 - c. Certified Payroll,
 - d. Contractor employee wage interviews.
- 6. Review and archive:
 - a. DBE participation
 - b. Training goals documentation.
- 7. Maintain lists of:
 - a. Approved change orders,
 - b. Potential change orders. Potential change orders will have a force account estimate of the extra work related to that item(s), until an approved change order is executed.
 - c. Balance of management reserve fund

Deliverables:

- Record of Materials (ROM)
- Electronic construction records

- Paper construction records
- Monthly contractor progress estimates.
- Project record documentation
- Change order documentation.

Task 040 – Field Observation

The CONSULTANT shall provide construction observation services. These services will help minimize the risk of non-compliant workmanship by the contractor. By providing observation oversight, the CONSULTANT shall assume no responsibility for proper construction techniques or job site safety but will report to the Contractor and PORT any known public safety concerns in a timely manner.

The CONSULTANT shall provide construction observation services for the following elements:

Tasks:

- 1. Provide digital photographs of:
 - a. the existing conditions (pre-construction)
 - b. during the course of the construction
 - c. final (post construction)
- 2. Prepare Inspector's Daily Reports (IDRs) recording the contractor's operations performed for each day the CONSULTANT is on site, logging:
 - a. Measurements for quantities of materials installed,
 - b. Log equipment and staff present,
 - c. Weather conditions, and
 - d. Any observed problems or constructionissues.
- 3. Prepare Contract records for:
 - a. Daily Payment Notes,
 - b. Force Account Records,
 - c. DBE commercially useful function review
 - d. Wage rate interviews
- 4. Contractor field coordination:
 - a. Respond to contractor questions which may arise as to the quality and acceptability of furnished materials or work performed.
 - b. Respond to general questions raised by adjacent property owners or general public. Complaints or detailed questions shall be referred to the PORT.
 - c. Facilitate coordination with property owners, businesses, and other project stakeholders identified at the pre-construction conference.
 - d. Facilitate the Contractor's coordination of existing utilities within the project boundaries.
 - e. The Construction Inspector shall review monthly pay estimates with the Contractor and provide recommendations to the Resident Engineer and PORT.
- 5. Prepare field records and documents in accordance with the Record of Materials (ROM);
 - a. Coordinate with Office Engineer for changes and updates to the ROM.
 - b. Review the Record of Materials (ROM) against the material testing results and advise the Contractor accordingly.
- 6. For each day the CONSULTANT is on site monitor traffic control via photographs of traffic control set-up and work activities during the course of construction. Photographs will be in

digital format and cataloged by date.

- 7. Monitor the Contractor's compliance with water quality permits and the requirements of the TESC and SPCC Plans.
- 8. Attend weekly construction meetings.
- 9. Review the Contractor's construction record drawings on a weekly basis. The CONSULTANT Inspector will track and record field changes on drawings and use this information to verify the Contractor's construction record drawings.
- 10. Participate in the Project's final walk-through and assist in developing a list of any remaining deficiencies (punch list).
- 11. Report to the PORT the occurrence of any accidents on the site, any hazardous environmental conditions, or emergencies within the project limits.

Deliverables:

- Construction photographs
- IDRs
- Pay notes including force account, wage rate and DBE records
- Contractor field coordination
- ROM data
- Traffic control records
- Weekly construction planning meetings
- Record drawing coordination

Task 050 – Materials Testing

Testing material in accordance with the LAG Manual is a good business practice and is a requirement to receive federal funding. This effort includes the following:

Tasks:

 If required, the CONSULTANT will retain a material testing firm (Service Provider) or utilize WSDOT Olympic Region Materials Lab to perform soil and concrete testing which includes gradations, in-place density, Proctor compaction tests, concrete air entrainment, concrete test cylinders, and asphalt composition.

Service Provider costs are not included in the budget as an estimated expense. Should it be required a Contract Supplement will be negotiated.

If the WSDOT Olympic Region Materials Lab is utilized testing costs will be billed directly to the PORT by WSDOT under the State set aside in the Local Agency Agreement.

2. The CONSULTANT shall advise the Port regarding the status of the materials testing budget to allow funds to be added or removed as necessary.

Deliverables:

• If required - Materials testing services and test results

Task 060 – Change Orders

The CONSULTANT will prepare change orders in accordance with LAG Manual. We have estimated 20 hours for the level of effort. If additional effort is required the additional effort will be considered extra work and will be renegotiated as required.

Tasks:

- 1. The CONSULTANT shall prepare change order packages for review and approval by WSDOT local programs, this includes:
 - a. Reason for change order
 - b. Description of work
 - c. An independent cost estimate (ICE),
 - d. Change order forms with;
 - i. Description of work
 - ii. Materials to be used
 - iii. Construction methods
 - iv. Measurement
 - v. Payment
 - e. For force account work, daily force account records.
 - f. Negotiate price with Contractor

Deliverables:

• Change orders

Task 070 – Survey Verification

No services will be provided under this section. The Contractor is responsible for all construction surveying.

Task 080 – Public Outreach

Keeping the public informed during construction is important in delivering a successful project. With that in mind, the CONSULTANT staff shall provide limited assistance with project outreach.

Four hours for the Project Engineer and eight hours for the Construction Inspector are included in the budget for this task.

Tasks:

- 1. The CONSULTANT shall, under direction of the PORT, assist with delivering informational flyers for the upcoming construction activities, road closures, temporary traffic controls, and other pertinent information.
- 2. The CONSULTANT shall also assist the PORT in responding to questions and issues raised by private citizens and local businesses relative to the Project.

Deliverables:

• Public outreach as requested

Task 90 – Claims/Disputes Support

No services are provided under this section unless requested by the PORT as a contract change via a negotiated cost or time and materials agreement.

Task 100 – Project Close-out

Consultant will provide close-out documentation of the work completed on the project. **Tasks:**

- 1. Prior to substantial completion, the Consultant will provide the Contractor a punch list of items to be completed or repaired before acceptance of the project.
- 2. Contract Record Drawing (as-builts) prepared by Contractor and checked by CONSULTANT.
- 3. Finalize all pay quantities with the Contractor and the Port
- 4. Prepare a Final Estimate for the project and provide to the PORT with a recommendation to make final payment to the Contractor.
- 5. Check L&I website for affidavit of wages paid.
- 6. Prepare DRAFT "Notice of Completion of Public Works Contract" for PORT electronic submission to Washington State Departments of revenue, Labor and Industries, and Employment Security.
- 7. DRAFT project completion and acceptance letters for PORT signature.
- 8. Prepare documentation for the PORT in accordance with Chapter 53 of the Local Agency Guidelines. These include:
 - a. project completion letter,
 - b. materials certificates,
 - c. list of change orders,
 - d. WSDOT Final Acceptance Date.
- 9. Assist PORT with WSDOT project documentation review in accordance with Chapter 53 of the LAG (usually a pre-review mid-project and a final review)
- 10. Turn over all project documents and files to the PORT.

Deliverables:

- Punch list
- Record drawings (as-builts)
- Resolution of final pay quantities and Final Estimate
- Completion Letter
- Material Certifications
- Comparison of Quantities
- DRAFT "Notice of Completion of Public Works Contract" with Affidavit of wages Paid referenced
- Project Documents
- Documentation review(s) with WSDOT

Task 120 – Utility Undergrounding Construction Management (non-Federal participation)

Undergrounding of the electrical system and communication utilities is not currently included in the construction project. The PORT intends to either negotiate with the successful Contractor to do the undergrounding in conjunction with the project or to do the construction with PORT staff.

END SCOPE OF SERVICES

The CONSULTANT and the PORT may negotiate additional services as requested by the PORT. These additional services will be considered extra work and will be renegotiated as required, such as:

• Claims/Disputes Support

Prepared by: Michael Adams, PE Date: 05/1/2025

Checked by: Patrick Skillings, PMP Date: 05/1/2025

EXHIBIT B-1 WORKFORCE SUMMARY

24012	PORT OF OLYMPIA-MARINE DRIVE PAVEMENT RESTORATION PAVEMENT RESTORATION CONSTRUCTION MANAGEMENT	PRINCIPAL-IN-CHARGE	SENIOR PROJECT MANAGER	INSPECTOR	PROJECT ENGINEER	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION					
10	PROJECT MANAGEMENT					
1	Schedule, prepare for, and take part in up to 12 weekly communications with the Port.		12		12	
2	Prepare any supplements to the CONSULTANT Agreement.	2	4			8
3	Prepare up to 3 monthly billings with progress reports and earned value worksheets.	4	8			16
4	Supervise the Consultant's field personnel assigned to the project.	4	12			
5	QA/QC of all contract documents and work effort.	4	5		20	
20	CONSTRUCTION MANAGEMENT					
1	Prepare and transmit Contract Documents to the contractor for execution including DBE commitment letter.		2			
2	Review Contractor's bond and insurance certificates for Contract compliance and inform Port if acceptable.		2			
3	Organize and chair the pre-construction conference		4	2	4	
а	Prepare agenda and list of attendees.					
b	Lead a pre-construction meeting.					
с	Document and prepare meeting minutes for distribution to attendees.					
4	Review and approve Contractor's submittals.		4		12	
a	Shop drawings.					
b	Subcontractor Request to sublet forms.					
С Г	Requests for Approval of Materials (RAMs)		A	0	20	
5	Contractor Coordination		4	8	20	
а	Respond to Contractor RFIs and defer to the Engineer of Record for a response when appropriate.					
b	Respond to Contractor questions on quality and acceptability of furnished materials, work performed, general questions raised by property owners or general public.					
с	Liaison between the Contractor and the Port management, direct point of contact for both parties.					
d	Coordinate off-site fabrication inspection with independent testing authority, if needed.					

е	Review ROM and material testing results and advise the Contractor accordingly.					
f	Review monthly pay estimates with the Contractor and provide recommendation to the Port for release of payment.					
g	Facilitate coordination between the Contractor, Port and project stakeholders regarding status and issues of construction activities.					
h	Facilitate utility coordination for existing and new utility improvements.					
6	Review and approve IDRs prepared by the construction inspector.		16			
7	Review the Contractor's baseline project schedule, and		2		4	
а	Monitor that schedule throughout the course of the project for compliance with the provisions of the Contract.					
b	Request and review periodic schedule updates submitted by the Contractor.					
8	Chair up to 12 weekly construction planning meetings, prepare notes as needed.			12		
9	Prepare official correspondence to the Contractor and issue upon the Port's approval.		2		4	
а	Issue field directives and stop work notices to the Contractor when necessary, with the Port's approval.					
b	Issue Correction Notices when appropriate.					
10	Make up to 2 field visits.	2	8		4	
30	DOCUMENT CONTROL					
1	Record of Materials (ROM)		4		8	
а	Request ROM from WSDOT during design phase.					
b	Modify WSDOT provided ROM to fit LAG and project needs.					
с	Maintain a material testing log.					
2	Maintain electronic copies of all documents; paper documents are required for WSDOT project reviews.		2		20	
3	Process, track and archive construction records including:		4		20	
a	Inspector's Daily Reports (IDRs).				20	
b	Requests for Information (RFIs).					
<u>с</u>	Submittals such as shop drawings, et al.					
d	Requests for Approval of Materials (RAMs).					
e	Statement of Work Days.					
f	Maintain submittal and RFI logs to track when documents are received and returned to the contractor.					
	Compile and review inspector pay quantity and force	<u> </u>	4		20	
4	account records, and prepare monthly contractor progress estimates.					
4			4		16	
	estimates. Review and archive project record documentation		4		16	

с	Certified Payroll.				
d	Contractor employee wage interviews.				
6	Review and archive:				
а	DBE participation.				
7	Maintain lists of:	2		12	
а	Approved change orders.				
	Potential change orders. Potential change orders will				
b	have a force account estimate of the extra work requested				
	to that item(s), until an approved change is executed.				
с	Balance of management reserve fund.				
40	FIELD INSPECTION				
1	Provide digital photographs of:		24	4	
а	Existing conditions (pre-construction).				
b	During the course of the construction.				
C	Final (post construction).				
2	Prepare Inspector's Daily Reports (IDRs)		44	12	
a	Measurements for quantities of materials installed.				
b	Log equipment and staff present.				
C	Weather conditions.				
d	Any observed problems or construction issues.				
3	Prepare Contract Records for:		80	20	
a	Daily Payment Notes.				
b	Force Account Records.				
C	DBE commercially useful function review.				
d	Wage rate interviews.				
4	Contractor field coordination:	12	72	20	
	Respond to contractor questions which may arise as to the				
а	quality and acceptability of furnished materials or work				
-	performed.				
	Respond to general questions raised by adjacent property				
b	owners or general public. Complains or detail questions				
	shall be referred to the Port.				
	Facilitate coordination with property owners, businesses,				
с	and other project stakeholders identified at the				
	preconstruction conference				
4	Facilitate the Contractor's coordination of existing utilities				
d	within the project boundaries.				
	The Construction Inspector shall review pay estimates				
e	with the Contractor and provide recommendations to the				
	Resident Engineer and Port.				
5	Prepare field records and documents in accordance with	8	20	20	
	the Record of Materials (ROM):	0	20	20	
а	Coordinate with Office Engineer for changes and updates				
a	to the ROM.				
	Review the Record of Materials (ROM) against the				
b	material testing results and advise the Contractor				
	accordingly.				

6	For each day the Consultant is onsite, monitor traffic control and work activities via photographs.		45		
7	Monitor the Contractor's compliance with water quality permits and the requirements of the TESC and SPCC Plans.				
8	Attend weekly construction meetings. Hours in Task 20.				
9	Review the Contractor's construction record drawings on a weekly basis.	4	14	12	
10	Participate in the Project's final inspection and assist in developing a list of any remaining deficiencies (punch list).	4	8	8	
11	Report to the Port the occurrence of any accidents on the site, any hazardous environmental conditions, or emergencies within the project limits.		2		
50	MATERIALS TESTING				
1	Consultant will retain a material testing firm (Service Provider) or utilize WSDOT Olympic Region Materials Lab to perform required materials testing.				
2	Consultant will advise the Port regarding the status of the materials testing budget to allow funds to be added or removed as necessary.				
60	CHANGE ORDERS				
1	Prepare change order packages for review and approval by WSDOT local programs, this includes;	8	4	12	
а	Reason for change order.				
b	Description of work				
С	An independent cost estimate (ICE).				
d	Change order forms				
e	For force account work, daily force account records.				
f	Negotiate price with Contractor				
70	SURVEY VERIFICATION				
	No services will be provided under this section. Contractor is responsible for all construction surveying.				
80	PUBLIC OUTREACH				
1	Consultant shall, under the direction of the Port, assist with delivering information flyers for the upcoming construction activities, road closures, temporary traffic controls, and other pertinent information.	2	2	2	
2	Consultant shall also assist the Port in responding to questions and issues raised by private citizens and local business relative to the Project.	2	2		
90	CLAIMS/DISPUTES SUPPORT				
	No services are provided under this section unless requested by the Port as a contract change via a negotiated cost or time and materials agreement.				
100	PROJECT CLOSE-OUT				
1	Prior to substantial complete, the Consultant will provide the Contractor a punch list of items to be completed or repaired before acceptance of the project.	2	8		

2	Contract Record Drawing (as-builts) prepared by Contractor and checked by Consultant.	2	4	12	20	
3	Finalize all pay quantities with the Contractor and the Port.		4	8	20	
4	Prepare a Final Estimate, provide to the Port with a recommendation to make final payment to the Contractor.		2		8	
5	Check L&I website for affidavit of wages paid.		2			
6	Prepare DRAFT "Notice of Complete of Public Works Contractor" for Port electronic submission to Revenue, Labor and Industries, and Employment Security.		4			
7	Prepare DRAFT Project complete and acceptance letters for Port signature.		2		2	
8	Prepare documentation for the Port in accordance with Chapter 53 of the Local Agency Guidelines. These include:		2		8	
а	Project complete letter.					
b	Materials certificates.					
с	List of change orders.					
d	WSDOT Final Acceptance Date					
9	Assist Port with WSDOT project documentation review in accordance with Chapter 53 of the LAG (usually a pre-review, mid-project, and a final review).		2	4	8	
10	Turn over all project documents and files to the Port.		4		8	
110	WATERLINE CONSTRUCTION MANAGEMENT (NON- FEDERAL PARTICIPATION)					
1	Waterline construction coordination with CITY.					
2	Include CITY pay notes in Contractor pay estimates.					
3	Record drawings (as-builts).					
120	UTILITY UNDERGROUNDING CONSTRUCTION					
1	Underground construction coordination					
2	Record drawings (as-built plans).					
	HOURS PER DISCIPLINE	18	173	371	360	24

EXHIBIT B-2 Expense Summary

ltem	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			\$0.00
2	Auto Rental	Each			\$0.00
3	Lodging	Day			\$0.00
4	Per Diem-Meal	Day			\$0.00
5	Photocopies - Blk & White	Each		\$0.10	\$0.00
6	Photocopies - Color	Each		\$0.35	\$0.00
7	Half Sized Prints	Each		\$0.50	\$0.00
8	Full Sized Prints	Each		\$6.00	\$0.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Miscellaneous Project Cost	Month			\$0.00
13	Miscellaneous Survey Cost	sEstimat	ed		\$0.00
14	InRoads Software	Month-	No of years	\$950.00	\$0.00
15	Traffic Control	Estimated			\$0.00
	Total Miscellaneous I	Expenses	1		\$0.00
	Mileage	Per Mile	2700	0.7	\$1,890.00
	Total I	Expenses	\$		\$1,890.00

EXHIBIT B-3 COST SUMMARY

Classification	Man Hours	х	Rate	=	Cost	
PRINCIPAL-IN-CHARGE	18		\$280.82	=	\$5,054.83	
SENIOR PROJECT MANAGER	173	х	\$310.57	=	\$53,727.93	
NSPECTOR	371	х	\$152.47	=	\$56,568.15	
PROJECT ENGINEER	360	х	\$249.01	=	\$89,642.23	
PROJECT ADMINISTRATOR	24	x	\$152.17	=	\$3,652.09	
Total Hours =	946				Total NHR =	\$208,645.22
REIMBURSABLES:						
Mileage	2,700	x	\$0.700	=	\$1,890.00	
Miscellaneous Expenses	\$0.00	x	0%	=	\$0.00	
			SUB TOTAL		Reimbursables =	\$1,890.00
SUBCONSULTANT COST (See Exh Geotechnical Subconsultant 1 Subconsultant 2	\$0.00 \$0.00 \$0.00 \$0.00	x x x x	15% 10% 10%	=	\$0.00 \$0.00 \$0.00 \$0.00	
Subconsultant 3	\$0.00	x	10% SUB TOTAL	=	\$0.00 Subconsultants =	\$0.00
MANAGEMENT RESERVE FUND	\$210,535.22	x	0%	=		\$0.00
		GRAN	ND TOTAL			
			GRAND 1	TOTAL	=	\$210,535.22
PREPARED BY:	Michael Ada	ms, PE	E	_	DATE:	4/22/2025
REVIEWED BY:	The second C	Lillin an	DE		DATE:	4/22/2025



Commission Meeting Minutes Monday, April 14, 2025

Call to Order

Commission President Jasmine Vasavada called a regular meeting of the Port of Olympia Board of Commissioners to order and open to the public at 6:00 p.m., Monday, April 14, 2025, at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

<u>Commissioners</u>: Jasmine Vasavada, President; Maggie Sanders, Vice President; Sarah Tonge, Secretary; and Amy Harding.

Attended Virtually: Commissioner Bob Iyall and Warren Hendrickson, Director of Operations.

<u>Staff</u>: Alex Smith, Executive Director, Chris Pierce-Wright, General Counsel; Mike Reid, Director of Community and Economic Development; Shawn Gilbertson, Director of Environmental Planning and Programs; Brent Barnes, Director of Enterprise Services; Chris Paolini, Airport Senior Manager; Emily Girton, Marketing and Outreach Coordinator; and Missy Goodell, Executive and Commission Coordinator.

<u>Guests</u>: Katrina VanEvery, Thurston Regional Planning Council; and Patty Belmonte, Hands On Children's Museum.

Approval of Agenda

Commissioner Harding moved to approve the agenda. Commissioner Montano seconded the motion. Motion passed unanimously.

Executive Director Report

Alex Smith, Executive Director, reported on recent port activities including her recent visit to Panorama residents in Lacey to present an update and insights into the Port's work and ongoing initiatives. The Port of Olympia received the Green Business Award at the April Thurston County Forum; and in honor of Earth Day, Port staff cleaned up various Port Peninsula properties along East Bay. Two Port of Olympia staff are attending the Pacific Coast Congress of Harbormasters and Port Managers conference in Port Townsend this week; and the Swantown Marina Harbor Operations team was thanked for their support in assisting the Olympia Police Department and Thurston County Sheriff's Office with the recovery of a stolen sailboat and equipment valued at \$20,000. Port Summer events for 2025 were shared including Movies at the Marina, Shoestring Circus, Slurp, the South Sound Block Party, the Olympic Airshow and Summer Nights at the Port.

In addition, Alex reminded everyone of the options available to communicate with the Commission. She stated there is a great deal of information available on the Port's website and encouraged everyone to check it out.

Public Comment

Five individuals provided public comments regarding the airport; gophers and larks on airport property; transient boats and security enforcement at the Port's marina; and delaying the approval of the Option to Lease Agreement 7th Amendment – Panattoni/New Market Industrial Campus.

Consent Calendar

Commissioner Harding moved to approve the consent agenda as presented; Commissioner Montano seconded the motion. Motion passed unanimously.

Pending Issues or Business

<u>Briefing: Regional Transportation Plan Presentation</u>. Katrina VanEvery, Transportation Manager at the Thurston Regional Planning Council (TRPC), presented updates on the Regional Transportation Plan (RTP). The RTP is updated every five years and is the blueprint for the region's transportation system over the next 20-25 years. The TRPC's upcoming planning work on freight mobility was also shared.

Action Calendar

None.

Action/Other Calendar

None.

Advisory Calendar

<u>Hands On Children's Museum Update</u>. Patty Belmonte, CEO, Hands On Children's Museum provided a briefing on the museum's long-range planning, expansion plans, visitation trends, and overall community impact.

Hands On Children's Museum Purchase and Sale Agreement with the City of Olympia. Mike Reid, Director of Communications and Economic Development, shared that Port staff have negotiated a purchase and sale agreement with the City of Olympia for the sale of two properties located at 427 and 517 Marine Drive NE. The City of Olympia is acquiring these two properties to facilitate the expansion of the Hands On Children's Museum. The Commission will be asked to approve three resolutions at a future Commission meeting, to 1) surplus the property; 2) amend the Comprehensive Scheme of Harbor Improvements; and 3) authorize the sale of the property.

<u>South Sound Commerce Center Ground Lease</u>. Warren Hendrickson, Director of Operations, shared background information on the South Sound Commerce Center ground lease, its significance, its alignment with the Port's Vision 2050 plan, environmental considerations, project implementation and next steps.

Commissioner Reports/Discussion

Commissioner Iyall will provide his report at the next Commission meeting.

Commissioner Harding shared a quote: "Nobody makes a greater mistake then he who did nothing because he could only do only a little."

Commissioner Sanders shared that she is attending her assigned committee meetings.

Commissioner Montano announced that she met with the Estuarium today. They are very excited for a potential partnership with the Hands On Children's Museum and the Port of Olympia

Commissioner Vasavada reported that she visited the Port's airport and saw the runway that required repaving; she agreed this maintenance was needed. She also requested that a future briefing be held regarding the Apprenticeship Utilization program and any current resolutions governing project labor agreements.

Other Business

None.

Meeting Announcements

A list of upcoming events was displayed on the screen for viewers to see upcoming Commission and POCAC meetings. Executive Director Smith stated the next Commission meeting will be held on Monday, April 28, 2025, at 5:30 p.m.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Monday, April 14, 2025, regular meeting was adjourned at 7:45 p.m. by Commissioner Vasavada.

PORT OF OLYMPIA COMMISSION

Jasmine Vasavada, President

Maggie Sanders, Vice President

Sarah Montano, Secretary

Commission Meeting April 14, 2025 Meeting Minutes Page 4



Commission Meeting Minutes Monday, April 28, 2025

Call to Order

Commission President Jasmine Vasavada called a regular meeting of the Port of Olympia Board of Commissioners to order and open to the public at 5:31 p.m., Monday, April 28, 2025, at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

<u>Commissioners</u>: Jasmine Vasavada, President; Maggie Sanders, Vice President; Sarah Montano, Secretary; Amy Harding and Bob Iyall.

<u>Staff</u>: Alex Smith, Executive Director, Chris Wright-Pierce, General Counsel; Warren Hendrickson, Director of Operations; Shawn Gilbertson, Director of Environmental Planning and Programs; Jonathon Wolf, Environmental Manager; Damien Egan, Harbor Senior Manager; Emily Girton, Marketing and Outreach Coordinator; and Missy Goodell, Executive and Commission Coordinator.

Approval of Agenda

Commissioner Harding moved to approve the agenda. Commissioner Sanders seconded the motion. Commissioner Montano moved to amend the agenda, moving Consent Calendar item F1. South Sound Commerce Center Ground Lease to the Action Calendar. Commissioner Vasavada seconded the motion. Amended motion passed with three votes in the affirmative and two votes in the negative.

Executive Director Report

Alex Smith, Executive Director, reported on recent Port activities. She reported that Port tours for Port employees have been held; three employees from our Marina Team attended the Pacific Coast Congress of Harbormasters and Port Managers Conference in Port Townsend. Earth Day was celebrated with Port staff cleaning up properties along Marine Drive. The Port of Olympia has partnered with the Nisqually Indian Tribe to apply for a grant to develop a Solar Feasibility Study and a Fleet Decarbonization Plan. The Port is assessing Port properties for opportunities to install solar with an estimated completion of May 2025. Summer 2025 Port events were shared including the Shoestring Circus, Slurp, the South Sound Block Party, Movies at the Marina, Summer Nights at the Port and the Olympic Airshow.

In addition, Alex reminded everyone of the ways they can communicate with the Commission. She stated there is a great deal of information available on the Port's website and encouraged everyone to check it out.

Public Comment

Eleven individuals provided public comments regarding SEPA, Panattoni, stormwater, and the South Sound Commerce Center ground lease.

Consent Calendar

Commissioner Sanders moved to approve the consent agenda as presented; Commissioner Montano seconded the motion. Motion passed unanimously.

Pending Issues or Business

<u>Budd Inlet Update and East Bay Sediment Data</u>. Jonathon Wolf, Environmental Manager, presented results from the East Bay (Sub-area 1) sediment samples which have been returned. Maps indicating levels of contamination for the Chemicals of Concern were shared along with preliminary understanding of the data. Options for the cleanup design will be presented later along with pros and cons.

Action Calendar

<u>South Sound Commerce Center Ground Lease</u>. Warren Hendrickson, Director of Operations, presented background information on the request to approve the first ground lease within the 196 acres covered by the Panattoni Development Company Option to Ground Lease Agreement. Alignment with the Port's Vision 2050 plan was shared along with environmental considerations, project implementation, terms, lease form review and revisions and next steps.

<u>Motion</u>: Commissioner Iyall moved to approve the South Sound Commerce Center ground lease between the Port and Panattoni Development Company, as presented, and authorize the Executive Director to execute the supporting ground lease document(s), when and as required. Commissioner Montano seconded the motion. Motion passed with four votes in the affirmative and Commissioner Harding abstaining.

Action/Other Calendar None.

Advisory Calendar None.

Commissioner Reports/Discussion

Commissioner Harding shared that a conversation took place with other elected officials and the Thurston County EDC, who agreed it might be beneficial to have a casual, in-person meeting where jurisdictions could ask questions from commercial real estate brokers.

With the assistance from the EDC, Commissioner Harding is planning a one-time, roundtable with four commercial real estate brokers and a non-quorum level of elected officials. One or two people from other jurisdictions will be invited to ask questions of commercial real estate brokers as they may have answers to some policy-making questions and can assist with answering commercial real estate questions.

This is tentatively planning for May 28 if it works with schedules. Commissioner Vasavada agreed to be the second attendee of this roundtable.

Commissioner Harding invited everyone to Slurp on May 4. She will be participating in the Slurp Off (who can shuck and eat 6 oysters the fastest).

She shared a Chinese proverb "The best time to plant a tree was 20 years ago. The second best time is now."

Commissioner Iyall reported that he recently attended the christening of a Navajo class ship, christened the Billy Frank Jr. The event was held at Austal USA, a major shipbuilding facility in Mobile, Alabama. The ceremony was conducted with full Navy tradition and formality. The ship has not yet been assigned a home port, and Washington tribes are planning to lobby for its placement in the Pacific Northwest. He took the opportunity to meet with Rear Admiral and Deputy Commander Mark Higgis and formally extended an invitation to the Billy Frank Jr. trail and to visit the Port of Olympia.

He also attended a reception at the National Maritime Museum of the Gulf of Mexico, located at the Port of Mobile. The museum is uniquely designed as a replica of a container ship. Exhibits are inside containers on the ship. One of the highlights was that Commissioner lyall operated a patrol boat through the Port of Mobile using a training simulator.

Commissioner Montano thanked everyone for their comments and research on the Panattoni matter.

Commissioner Sanders volunteered with the Park Foundation on Earth Day for a volunteer event with students and the City of Tenino in partnership with the Lions Club as well as Earth Day at the Port. She is excited to participate in the upcoming South Puget Sound Habitat for Humanity's Women's Build event. She was a guest speaker at Native Action Network ABC Boot Camp, with 22 indigenous women where they talked about tribal women running for elected positions.

Commissioner Vasavada reported that there are quite a few events coming up for the Port. The Port of Olympia is hosting a visit from the Artemus electric ferry; and there is a joint meeting with the Port of Olympica Commissioners and the City of Tumwater tomorrow evening to discuss mutual interests and to get to know each other, it is designed as a roundtable.

Other Business

Commissioner Harding requested that an agenda item be added to a future meeting to discuss POCAC vacancies and providing the POCAC further direction on their recruitment efforts.

Meeting Announcements

A list of upcoming events was displayed on the screen for viewers to see upcoming Commission and POCAC meetings. Executive Director Smith stated the next Commission meeting will be held on Monday, May 12, 2025, at 5:30 p.m.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Monday, April 28, 2025, regular meeting was adjourned at 7:09 p.m. by Commissioner Vasavada.

PORT OF OLYMPIA COMMISSION

Jasmine Vasavada, President

Maggie Sanders, Vice President

Sarah Montano, Secretary



Commission Work Session Minutes Monday, May 12, 2025

Call to Order

Commission Vice President Maggie Sanders called the Work Session of May 12, 2025, to order and open to the public at 4:30 p.m., Monday, May 12, 2025, at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

<u>Commissioners</u>: Jasmine Vasavada, President; Maggie Sanders, Vice President; Sarah Montano, Secretary; Amy Harding and Bob Iyall.

<u>Staff</u>: Alex Smith, Executive Director; Warren Hendrickson, Director of Operations; Mike Reid, Director of Community and Economic Development; Shawn Gilbertson, Director of Environmental Planning and Programs; Jon Wolf, Environmental Manager; Emily Girton, Marketing and Outreach Coordinator; Tina Champion, Executive Services Executive Assistant; and Missy Goodell, Executive and Commission Coordinator.

Guest: Natalie Weiss, Climate Resilience Coordinator, Climate Programs, City of Olympia.

Approval of Agenda

Commissioner Harding moved to approve the agenda. Commissioner Montano seconded the motion. Motion passed unanimously.

Sea Level Rise and Climate Resilience Briefing

Natalie Weiss from the City of Olympia Climate Program presented on the implementation of the Olympia Sea Level Rise Response Plan. The Olympia Sea Level Rise Response Plan is a product of the Olympia Sea Level Rise Collaborative that includes the Port of Olympia, the City of Olympia, and LOTT Clean Water Alliance.

Natalie described the history of the Sea Level Rise Response plan and current and future efforts to build resiliency against sea level rise in Olympia and the Port peninsula.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Monday, May 12, 2025, Work Session was adjourned at 5:20 p.m. by Commissioner Vasavada.

PORT OF OLYMPIA COMMISSION

Jasmine Vasavada, President

Maggie Sanders, Vice President

Sarah Montano, Secretary



COVER MEMO

Briefing Date/Time:	May 27, 2025					
Staff Contact/Title:	Megan Folkers, 360.764.5394 <u>MeganF@portolympia.com</u>					
Subject:	Green Marine Briefing					
Purpose:	🛛 Information Only 🛛 Decision Needed					

Overview:

Briefing with no action required.

Background:

The Port of Olympia has participated in Green Marine, the leading environmental certification program for the maritime industry—since 2016. Staff will provide an overview of how the program works and encourages continuous environmental improvement.

Documents Attached:

PowerPoint presentation

Summary and Financial Impact:

\$10,000 is allocated in the 2025 budget for Green Marine certification expenses, including third-party verification, renewal fees, and staff time.

2025 program charges:

- \$4,584 annual certification fee
- \$3,942 for required bi-annual third-party verification

Options with Pros and Cons:

This is only a briefing of the Green Marine program for informational purposes.

Environmental Considerations:

The Green Marine certification program strives to mitigate environmental challenges and risks associated with operating a Marine Terminal. Adherence to and advancement through the Green Marine achievement levels indicates continuous improvement in environmental management and implementation of best management practices. These practices prevent pollution and other environmental impacts.

Staff Recommendation:

None at this time.

Commission Recommendation:

None at this time.

Next Steps/Timeframe:

The next step is to meet 2025 goals that aim to increase performance indicator levels in preparation for 2026 re-certification. In particular, the 2025 focus is on enhancing the Port's performance in Environmental Community Relations.

Conclusion:

The Port's voluntary involvement in Green Marine enables the implementation of impactful environmental practices at the marine terminal. With annual performance assessments and a focus on continual improvement, the program enhances accountability and increases visibility for our sustainability achievements.

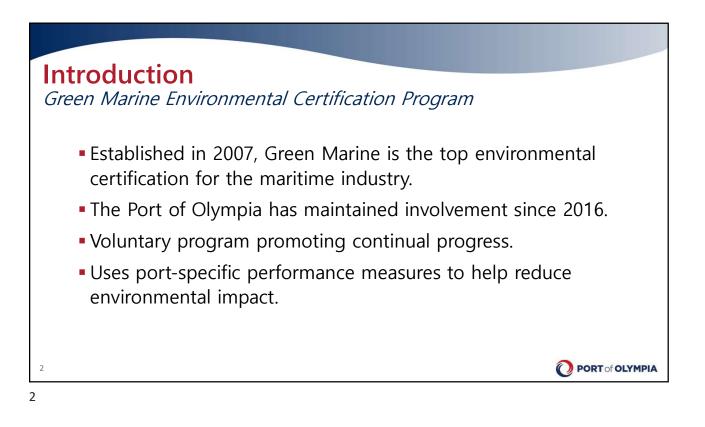
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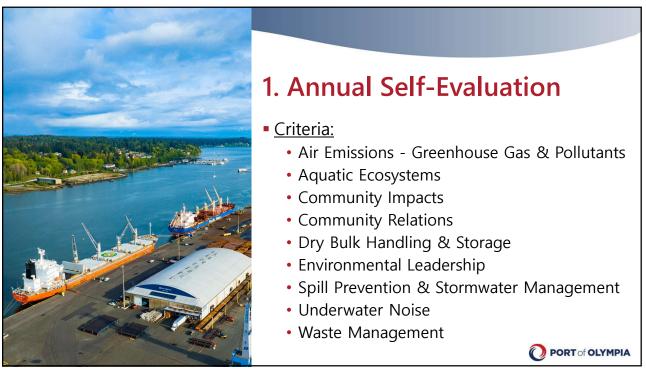
Green Marine: Sustainable Ports

Megan Folkers **Environmental Specialist** May 27, 2025

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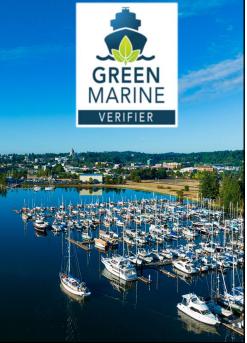






2. External Verification Every other year, the Port must complete a successful audit of Green Marine results by a professional verifier. Review of Port documentation.

- On-site visit.





5



Air Emissions & Greenhouse **Gas Performance** 2024 Improvement • We achieved a Level 3 Air Emissions performance 2022 2023 2024 • Calculated greenhouse gas emissions from fuel consumption and cargo handling operations. • Utilized the Puget Sound Maritime Emissions Inventory to analyze historical and current air pollutant and GHG data. • Evaluated options for replacing petroleumbased products with eco-friendly biofuels. PORT of OLYMPIA

