



PORT of OLYMPIA
Serving All of Thurston County
Commission Meeting
Monday, June 26, 2023
5:30 PM

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

The meeting agenda is available on the Port's website as of June 22, 2023.
<https://www.portolympia.com/commission>

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

<https://us02web.zoom.us/j/89154265056?pwd=WHhWd1ZSK1NWdWM5b0R1NkRER3pwdz09>

or Telephone: 1 253 215 8782

Webinar ID: 891 5426 5056

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Please note that the Zoom link changes for each meeting.

Written public comments may be submitted to commissioncoordinator@portolympia.com 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.

Individual public comments are limited to 3 minutes per person.

AGENDA

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

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

- *Comments should be directed to Commission:* Comments should be directed to the Commission as a whole and should not include comments about individual Port staff or members of the public.
- *Courtesy:* 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. Budd Inlet Remediation Consultant Agreement Amendments
 - a. Leeward Strategies
 - b. Dalton, Olmsted & Fuglevand (DOF)
 - c. Cascadia Law Group
 - d. Cascadia Policy Group
 - e. Gemini Environmental Strategies
 - f. Christopher L. Reive
 - g. Lund Faucett
2. Bills and Vouchers for May, Batches #18 – 21.5
 - a. Warrants over \$200,000:
 - (1) Dalton, Olmsted & Fuglevand (DOF) – \$240,301.12
 - (2) Leasehold Tax – \$232,932.65

G. Pending Issues or Business

1. Remote/Joint Commission Meetings
2. Commission Compensation
3. FAA Land Release

H. Action Calendar

1. None

I. Action/Other Calendar

1. Executive Director Compensation – Ben McDonald, Human Resources and Administrative Director
2. Public Comment on Action/Other Calendar

J. Advisory Calendar

1. Agreement No. 2023-1021 Moffatt & Nichol MARAD PIDP Grant – James Sommer, Capital Assets Program Manager
2. Capitol Lake – Deschutes Estuary Resolution of Support – Maia Bellon, Cascadia Law Group
3. Public Comment on Advisory Calendar

K. Commissioner Reports/Discussion

L. Other Business

M. Meeting Announcements

N. Adjourn

COVER MEMO

Briefing Date:	June 26, 2023
Staff Contact/Title:	Rudy Rudolph, Operations Director, rudyr@portolympia.com; 360-528-8074
Subject:	Budd Inlet Remediation Consultant Agreement Amendments
Purpose:	<input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Decision Needed (Consent)

Background/Overview:

Introduction: The Budd Inlet Remediation project is being implemented by a team of consultants working collaboratively with Port staff:

- Cascadia Law Group
- Cascadia Policy Solutions
- Christopher L. Reive Counselor at Law
- Dalton Olmsted & Fuglevand (DOF)
- Gemini Environmental Strategies
- Leeward Strategies
- Lund Faucett

The action before the Commission is to approve agreement amendments to align the timing of these agreements with the currently available funding and the work necessary to complete Stage 1a and 1b of the project through the end of calendar year 2024. This requested action significantly advances progress on the Port's Strategic Plan 2025 identified Budd Inlet as a significant Initiative:

“Provide leadership on collaborative efforts to achieve environmental cleanup, habitat restoration and maintenance dredging in Budd Inlet.

Specifically...Develop a multi-pronged, phased, multi-year approach including a funding strategy to address the remediation and restoration of Budd Inlet.”

MTCA Background: The Port of Olympia signed an Agreed Order (AO) with the Washington Department of Ecology (Ecology) related to evaluating and cleaning up contaminated sediments in Budd Inlet in both West Bay (marine terminal) and in East Bay (marina/boatworks), as required by the Model Toxics Control Act (MTCA). This AO lays out the agreement between Ecology and Port for addressing past practices originating from Port property that have contributed to environmental contamination. Originally signed in December of 2008, the AO was amended in 2012 to require additional environmental characterization and cleanup alternatives analysis. In May of 2023, a second Amendment to the AO was approved by the Port and Ecology, outlining the next steps in the iterative process of cleaning up Budd Inlet sediment.

In 2012 the Port was awarded a MTCA Remedial Action Grant (RAG 1) to complete some of the work identified in the first amendment to the AO. RAG 1 included a total project cost of \$4,177,340, with a 50% match by the Port, and an initial completion date of 2019. There have been two approved amendments to the RAG 1 agreement, both of which were to extend the completion date – first to June 30, 2021, and most recently to June 30 of 2023.

In the State’s FY23-25 Biennial Budget, a \$12,500,00 Remedial Action Grant has been identified, with a 50% Port match and 50% of the project (\$6,250,000) allocated in Ecology’s budget for Budd Inlet Remediation. Additionally, the Port was successful in advocating for an additional \$2,200,000 State Capital Budget appropriation (to be administered through the Department of Commerce) to be used for costs associated with the Budd Inlet Remediation project, including the Port’s required 50% match for the RAG, and for those costs that may not be eligible under the RAG program.

Consultant Team: Throughout the early months of 2022, several professional consultants (Consultant Team) were selected to support the Port as it moves forward with this complex project. Each of these consultants was selected using the Port’s policies on procurement and entered into initial individual agreements with the Port, as required and/or authorized by applicable RCW’s and Port policies. Some of these agreements were amended late in 2022 to allow for more detailed planning, outreach, legal, and engineering work could be undertaken.

The current request is for Commission consideration and approval of agreement amendments with each consultant, to add scope and associated not-to-exceed (NTE) funding, and to extend and align the terms of the agreements. The work outlined in each scope will assist the Port with completion of Stage 1A and 1B of the project in anticipation of actual construction during Stage 2, projected to begin as early as 2025.

The table below summarizes the existing and proposed agreement terms for each consulting team member:

Consultant	Initial NTE	First Amendments	Requested Amendment	Agreement Term Expires	New, Total NTE Amount
Cascadia Law Group	\$50,000	\$22,000	\$38,000	12/31/2024	\$110,000
Cascadia Policy Solutions	\$50,000	\$43,000	\$112,500	12/31/2024	\$205,500
Christopher L. Reive	\$100,000	NA	\$75,000	12/31/2024	\$175,000
Dalton Olmsted & Fuglevand	\$99,500	\$2,286,381	\$4,206,055	12/31/2024	\$6,591,936
Gemini Environmental	\$50,000	\$88,000	\$310,000	12/31/2024	\$448,000
Leeward Strategies	\$50,000	NA	\$114,000	12/31/2024	\$164,000
Lund Faucett	\$50,000	\$96,000	\$150,000	12/31/2024	\$296,000
Total Not to Exceed	\$449,500	\$2,535,381	\$5,005,555		\$7,990,436

Many of these costs will be reimbursed through the existing and pending RAG grants and through the State Capital Budget appropriation described above. Staff anticipates \$4,778,555 (95%) of the requested additional NTE \$5,005,555 will be paid for by these State funds. Additionally, staff is projecting approximately \$300,000 in Port staff time on this project may also be reimbursed through the RAG program funds.

Documents Attached:

- Individual Consultant Scopes of Work

Staff Recommendation:

Staff is recommending the Commission authorize the Executive Director to sign agreement amendments with each Budd Inlet Consulting team member, as presented, and as supported by the suggested motions for each agreement.



PERSONAL SERVICES AGREEMENT NO. 2022-1049
AMENDMENT No. 1
BUDD INLET FUNDING

Port Representative: Sam Gibboney
Consultant/Firm: Leeward Strategies
Consultant/Firm Representative: James Darling

This **Amendment No. 1** is made by and between the Port of Olympia, a Washington municipal corporation (the "Port") and Leeward Strategies, (the "Consultant"), and collectively sometimes referred to as "Parties" or individually as "Party" to the above referenced Agreement, which was previously executed by an authorized representative of both Parties.

The Parties now desire to amend the Agreement as allowed through mutual written agreement. Specifically, the Parties hereby agree to the following changes:

- 1. *Section 1 – Scope of Services:* Update Exhibit "A" as attached.
- 2. *Section 2 – Term:* The expiration date is amended from December 31, 2023 to **December 31, 2024.**
- 3. *Section 4 – Compensation:* The not to exceed amount is changed to a **new not to exceed amount of \$164,000.00** for the entirety of the Agreement.

This Amendment constitutes the entire agreement and understanding of the amended Sections listed and supersedes all prior negotiations and representations. In the event any portion of the original Agreement conflicts with this, or any other amendment, the document most recently mutually executed shall take precedence.

The Parties have read the above referenced Agreement, previous amendments, and this Amendment in its entirety and assert they have full authority to bind their respective party to these changes.

Executed and Effective, as of the latter of dates of the mutual signatures below.

THE PORT OF OLYMPIA

LEEWARD STRATEGIES

Sam Gibboney Date
Executive Director

James Darling Date
Authorized Representative



May 31, 2023

Leeward Strategies LLC

6740 N Catalina Avenue

Tucson AZ 85718

Port of Olympia

Plan of Finance: Budd Inlet FinPlan

Scope of Work Amendment #1

Background

The Port of Olympia (Port) is undertaking responsibility as the ‘work party’ for the remediation of Budd Inlet and, if practicable, related in- water projects. The Budd Inlet remediation project is a complex and financially challenging endeavor that offers an incredible amount of environmental, community and economic upside. The project is intended to coincide with the future treatment of Capitol Lake as the projects are intertwined through potential sediment loading. As a result, the first phase of the project will target initial cleanup and dredging in advance of the approach in addressing Capitol Lake. That is expected to occur in the 2023–2025-time frame.

To support the project the Port has developed a well chartered financial plan captured in a Plan of Finance (FinPlan). The Scope of Work that follows describes the second phase of the work as the FinPlan and the accompanying funding sources begin to evolve.

Task 1: Maintenance and Update of the Plan of Finance (FinPlan)

Task 1 would continue the development and evolution of the FinPlan as updated project costs and funding sources become more refined. Those costs and resources will be periodically embedded into a spreadsheet platform and be able to be modified, updated, and adjusted over time. The FinPlan would capture the various known and projected project components, component costs, timing expressed within the Port’s fiscal years, sources of funds which included grants, loans, insurance settlements, PLP contributions, partner commitments and direct invested Port funds.

Task 2: Federal and State Funding Coordination- Third Party Contributions

The project will undoubtedly require and be eligible for Federal and State funding. Task 2 is designed to identify those potential sources, the associated application cycle for each source and an assessment of actual award potential of individual grants. This would be in close coordination with the Port's Washington DC and Olympia contracted representation firms as requested. In addition provide assistance with third party contributions from PLP's, partner agencies and insurance recovery.

Assumptions:

1. Leeward Strategies will coordinate closely with the Port's Executive Director, the Port's financial officer, and the Budd Inlet project internal and contract coordinators as requested. It is understood that project leadership is in transition as of June 2023.
2. All work will be done remotely unless requested by the Port in which case travel expenses and travel time at the hourly rate are in addition to this contract. The estimate below does not include unanticipated travel time.
3. The work on Task 2 would not include the actual grant application, but sufficient research to inform the FinPlan and assist in identifying possible state and federal sources..

Estimated Fees: Fees are estimated at \$7,000 per month for the 6-month period of July 1, 2023, through December 31, 2023 -the 'transition period'- and \$6,000 per month for the 12 -month period of January 1, 2024 through December 31, 2024. This contract amendment total of \$114,000 will not be exceeded over the length of the contract unless approved in writing by the Port. The contract 'not to exceed' amount is not inclusive of travel expenses and hourly billed travel time when travel is requested by the Port.



PROFESSIONAL SERVICES AGREEMENT NO. 2022-1002
AMENDMENT No. 2
BUDD INLET REMEDIATION

Port Representative: Sam Gibboney
Consultant/Firm: Dalton, Olmsted & Fuglevand
Consultant/Firm Representative: Rob Webb

This **Amendment No. 2** is made by and between the Port of Olympia, a Washington municipal corporation (the "Port") and Dalton, Olmsted & Fuglevand, (the "Consultant"), and collectively sometimes referred to as "Parties" or individually as "Party" to the above referenced Agreement, which was previously executed by an authorized representative of both Parties.

The Parties now desire to amend the Agreement as allowed through mutual written agreement. Specifically, the Parties hereby agree to the following changes:

1. *Section 1 – Scope of Services:* Update Exhibit "A" as attached.
2. *Section 2 – Term:* The expiration date is amended from June 30, 2023 to **December 31, 2024**.
3. *Section 4 – Compensation:* The not to exceed amount is changed to a **new not to exceed amount of \$6,591,936.00** for the entirety of the Agreement.

This Amendment constitutes the entire agreement and understanding of the amended Sections listed and supersedes all prior negotiations and representations. In the event any portion of the original Agreement conflicts with this, or any other amendment, the document most recently mutually executed shall take precedence.

The Parties have read the above referenced Agreement, previous amendments, and this Amendment in its entirety and assert they have full authority to bind their respective party to these changes.

Executed and Effective, as of the latter of dates of the mutual signatures below.

THE PORT OF OLYMPIA

DALTON, OLMSTED & FUGLEVAND

Sam Gibboney Date
Executive Director

Rob Webb Date
Authorized Representative



May 22, 2023

Lisa Parks
Executive Services Director
Port of Olympia
606 Columbia Street NW STE 300
Olympia, WA 98501
Email: LisaP@PortOlympia.com

RE: Budd Inlet Sediment Remediation
Stage 1B Engineering and Technical Services

Dear Lisa,

Dalton, Olmsted, Fuglevand (DOF) is pleased to submit this proposal to provide ongoing technical support to the Port of Olympia (Port) for the Budd Inlet Sediment Remediation Project. The upcoming work is a direct continuation of our ongoing work.

DOF's scope of work is designed to support the Port's work towards meeting requirements under its existing Agreed Order (DE 6083, amended February 15, 2012 ["Order"]) with the Washington State Department of Ecology (Ecology) and a pending second amendment to that Agreed Order.

Our proposed scope of work is consistent with our understanding of the Ports objectives for the Budd Inlet Sediment Project as follows.

- Meet requirements of the Agreed Order and Amendments 1 & 2 (and future amendments as necessary to complete the project).
- Remove contamination and restore navigational depths to navigation channels and Swantown Marina and Boatworks within East Bay, allowing the USACE to resume dredging of the Federal Channel. These channels are currently several feet shallower than required in areas, impacting operations.
- Remove contamination and restore navigational depths to the navigation channels, turning basing and berths areas in West Bay allowing the USACE to resume dredging of the Federal Channel. The West Bay channel and turning basin are currently several feet shallower than required in areas, impacting operations.
- Work with local and regional partners such as local City and County governments, Tribes and other interested parties and stakeholders to explore and develop projects with a nexus to Budd Inlet that can provide additional public and community benefits.

Project Phasing

This is the second Stage (“Stage 1B”) of the ongoing Budd Inlet Sediment Remediation and Restoration Project, which continues and builds upon work successfully completed in Stage 1A.

During Stage 1A, which is ongoing thru June 30th 2023, we successfully:

- Worked with Department of Ecology to develop a cooperative, efficient, and focused approach to the Budd Inlet Project.
- Revised the Port’s remedial action grant with Ecology and helped the Port get current on its accounts.
- Worked with Ecology and the Port to revise the Agreed Order with Ecology to more accurately reflect the Port’s operational objectives.
- Maintained regular communication with other Team Leads and Port Executive Director.
- Prepared presentations to support communications, policy, and legal objectives.
- Assisted Port and with presentations to the Port Commission.
- Regularly briefed Port Commission.
- Effectively managed project scope, schedule, and budget.
- Leveraged effectiveness and efficiency of strong project team.
- Responsive to requests for budget and other information from project team members and Port.
- Met with and began collaborating with local governments such as City of Olympia and Thurston County, Tribes including the Squaxin Island and Nisqually Tribes, and other stakeholders including LOTT to explore potential synergistic projects with a nexus to Budd Inlet.
 - Several potential projects of significant interest have been identified during this process and will be advanced during Stage 1B including:
 - Moxlie Creek Improvements
 - West Bay Park Habitat and Restoration
 - Percival Landing Improvements
- Performed historical research regarding potential sources of contamination. Support to legal research on Potentially Liable Persons.
- Supported other members of the Budd Inlet Team in acquiring Department of Ecology Remedial Action Grant (RAG) for \$6.25M and state appropriation of \$2.2M which provide ongoing funding for Stage 1B.

- Revised the Alternatives Analysis Memo and draft Interim Action Plan (IAP) for the Study Area as required by the Agreed Order for submission to Department of Ecology.
- Completed supporting studies to evaluate source control, existing structures, materials management and permitting.
 - Developed approach to potentially manage and beneficially reuse all dredge material on Port property, depending upon availability of property, resulting in a potential \$40M savings to the project.

Scope of Work for Stage 1B

Stage 1B continues and builds upon Stage 1A. This scope of work was developed in cooperation with the Port to continue meeting the Port's obligations as related to the Agreed Order and Amendments 1 and 2. The scope is designed to utilize current funding available from the Port, two current Ecology Remedial Action Grants (RAG) and state legislative appropriation to Port of Olympia.

DOF understands that its work is limited to funds available to the Port and specific scopes of work will be authorized on a Work Order basis. DOF will not exceed the budget authorized by the Port without written approval from the Port.

As the exact scope and level of effort for tasks such as field data collection will be developed in discussion with the Port and Ecology, approximate levels of funding are included in this proposal. If early tasks are completed at lower cost than estimated, additional work on design and permitting tasks could be performed.

DOF will support the Port through the project direction and management of Rob Webb, PE and Tasya Gray, LG backed by the team of scientists and engineers available at DOF and teaming partners described in our May 2022 Statement of Qualifications.

Consistent with the AO, for all Ecology deliverables identified in this scope of work, we will prepare for submittal to Ecology one (1) hard copy, plus one electronic copy each in Word (.docx) and Adobe (.pdf) formats. Up to five (5) additional hard copies of deliverables will be provided as necessary for public comment periods and document repositories.

Task 1 – Project Strategy, Development, and Management, Project Communications, Database Management, Grant Funding Support, Integrated Planning Support and Historical Site Research, Agency Meetings and Negotiations, Monthly Progress Reports

This task includes:

- Ongoing project strategy refinement with Ecology and the Corps.
- Coordination with Tribes and Stakeholders.
- Plan and participate in internal and external project team meetings.

- Prepare and review construction and permitting approach options in support of project objectives. Manage project implementation, tracking, and reporting.
- Support the Port in planning for stakeholder communications and outreach (prepare drawings, gather information, and support consistent communication of project status and schedule).
- Development of conceptual, collaborative projects with stakeholders as appropriate.
- Other technical support tasks, as requested by the Port.

Grant Funding Compliance and Funding Planning Support

We propose to support required tracking and reporting related to the Port's current and pending Ecology Remedial Action Grant(s) and support strategy development for future funding for near term and long-term project costs. This is expected to include:

- Coordination with technical team to understand remedy and infrastructure needs with respect to funding levels and types.
- Coordination with state agencies, as well as third party service providers, such as attorneys and lobbyists.
- Researching funding opportunities and requirements, including facilitating calls with agencies to socialize the project.
- Preparing grant reporting documents and a preliminary funding assessment memo documenting funding opportunities, requirements, applicability, and timing.
- Integrated Planning Grant (IPG) research, application, and execution of scope of work.

Project Communications

We propose to manage and update previously developed tools for managing project communications across the stakeholder team. This is expected to include:

- Managing Project Dashboards, Including Web Story Mapping for Internal and External Communications with linkage to database.
- Managing the document library and project site.
- Progress reporting for Ecology per the Agreed Order.
- Technical editing of documents and communications.
- Site visits and progress meetings.
- Executive team meetings with the Port and their support team.

Database Management and Project Support

The updated project-specific database developed in Stage 1A will be maintained and updated with new data collected during Stage 1B. Work is expected to include:

- Update with new data as it becomes available.

- Preparation of data presentations to inform the technical project team’s evaluation needs.
- Input data to Department of Ecology EIM database.

Task 2 – Prepare Public Review Draft and Final Interim Action Plan (IAP) (AO Task 5A)

We will work with Ecology and the Port to prepare the required Public Review Draft IAP for the Study Area, incorporating Ecology comments on the Draft IAP prepared during Stage 1A. Following the public review and comment period, we will prepare the final IAP for the Study Area based on Ecology, Tribe and other stakeholder comments. DOF assumes the Revised Alternatives Analysis submitted as part of Stage 1A will be accepted by Ecology and will be the basis for the IAP.

Deliverable: Final IAP in accordance with AO Amendment #2 Task 5A.

Task 3 – Prepare Pre-Remedial Design Data Gaps Memorandum (in support of AO Task 7)

The DOF team will complete the evaluation of data gaps started in Stage 1A for remedial design and permitting. Based on currently available funding and agreement with Ecology, this will initially be focused on the Log Pond SMA and East Bay (within the study area) to support remedy selection and remedial area refinement in the areas of south Budd Inlet adjacent to the Study Area within East Bay.

Based on the data gaps evaluation we will prepare a Pre-Remedial Design Data Gaps Memorandum (PRD Memo). The PRD Memo will present compiled existing data and a summary of data needs for design of dredging and dredging-related portions of the remedial action and be consistent with the Identification and Evaluation of Interim Action Alternatives Memorandum, including source control and remedy protection.

In addition to data gaps for sediment remediation two additional areas of anticipated focus include:

- Swantown Marina Rebuild Masterplan Assessment. Conduct an assessment and alternatives evaluation on marina reconstruction as part of the preferred remediation alternative to dredge and remove contaminated sediments from the marina basin. Work will include assessment of existing marina infrastructure relative to the purpose of reuse once remedial dredging is complete.
- CDF Alternatives Evaluation. Review the available reference documents including existing plans and specifications, available subsurface information, and proposed limits of the CDF. Outline design criteria for the CDF pile wall for live load, soil parameters, during construction load combinations, seismic requirements and other future operational loading and settlement criteria. Conduct conceptual level structural engineering analysis to determine a conceptual level design.

Deliverable: Draft and Final PRD Data Gaps Memo in accordance with AO Amendment #2 Task 7.

Task 4 – Prepare Pre-Remedial Design Investigation Work Plan (in support of AO Task 8)

We will prepare a Pre-Remedial Design Data Gaps Work Plan (Work Plan) describing the field investigations to be performed, data use, data collection methodologies, schedule, and reporting requirements. The Work Plan shall be prepared in compliance with WAC 173-340-350 and WAC 173-204-550. The Work Plan will be focused on collection of data to fill data gaps identified in the PRD Memo. This scope of the investigation will be developed in coordination with Ecology to provide adequate data for design and regulatory compliance. Based on currently available funding this will initially be focused on the Log Pond SMA and East Bay (within the study area) to support remedy selection and remedial area refinement in the areas of south Budd Inlet adjacent to the Study Area within East Bay.

Deliverable: Draft and Final PRD Investigation Work Plan in accordance with AO Amendment #2 Task 7.

Task 5 – Pre-Remedial Design Investigation (in support of AO Task 9)

We will implement a field data collection program in the Log Pond SMA and East Bay, based on the Ecology approved Work Plan, to support engineering design and characterization necessary to finalize additional Ecology requirements under MTCA. Based on currently available funding this will initially be focused on the Log Pond SMA and East Bay (within the study area) to support remedy selection and remedial area refinement in the areas of south Budd Inlet adjacent to the Study Area within East Bay.

This is expected to include:

- Geotechnical and chemical sample collection.
- Laboratory analysis and validation of samples.
- Site inspection and documentation of existing conditions.
- Survey of existing structures.
- Detailed design level bathymetry survey within selected areas.

Following field investigation and data analysis we will prepare a Pre-Remedial Design Investigation Report and submit it to Ecology for review and comment. The investigation report will present the data collected during the Pre-Remedial Design Field Investigation and identify if there are additional data gaps that need to be addressed by another phase of pre-remedial design sampling. If further data gaps are identified by Ecology, Tasks 7 through 9 will be repeated until there is sufficient data. If future data gaps are identified by Ecology, they will be addressed through a schedule change, per the AO.

Deliverable: Draft and Final PRD Investigation Report for Log Pond SMA and East Bay in accordance with AO Amendment #2 Task 9. As required by the AO, electronic survey data for monitoring locations, electronic lab data, and GIS maps of contaminant distribution shall be provided, either in the report or as attachments.

Task 6 – Interim Action Remedial Design and Permitting (in support of AO Task 10)

Consistent with available funding, the DOF team will begin remedial design for the remedy identified in the IAP, as modified by field data collection during Stage 1B, for sediment remediation within the East Bay and Log Pond SMA’s within the Study Area. The remedial design will be performed consistent with the requirements of the Agreed Order.

This task is anticipated to include (pending additional investigation, remedy selection by Ecology and sufficient funding following completion of Tasks 1-5 above) design of the following items in support of the sediment remediation:

- Design (up to ~ 30% design level) of an in-water confined sediment disposal facility (CDF) within the area north of Berth Three called the “Log Pond.”
- Design of dredging (up to ~ 30% level) of sediment remediation in Navigational areas.

Deliverables:

- A. Draft Engineering Design Report for East Bay and Log Pond SMA’s within the Study Area, per WAC 173-340-400(4), for Ecology review, followed by preparation of a final document addressing Ecology’s review comments. The Engineering Design Report shall incorporate pre-remedial design findings, results of engineering evaluations required to complete the design, and requirements imposed by permitting agencies, to the extent those requirements are available.
- B. Per WAC 173-340-400(4)(b), preparation of 60 percent complete Construction Plans and Specifications for Ecology review, followed by preparation of the 100 percent complete documents, each incorporating Ecology’s review comments. The Construction Plans and Specifications shall be based on the EDR.
- C. Sixty percent (60%) Construction Plans and Specifications also shall include a Construction Quality Assurance Plan and a Construction (Performance) Monitoring and Contingency Response Plan. One hundred percent (100%) Construction Plans and Specifications also shall include a Water Quality Monitoring Plan, a Health and Safety Plan, and other plans necessary to complete the work.
- D. Preparation of Post-Construction Monitoring Plans per WAC 173-340-410 and WAC 173-204-560 to evaluate whether sources are being controlled, confirm interim action construction requirements have been met, verify compliance with permit conditions or substantive requirements of applicable laws after construction, and confirm interim action standards have been met both immediately following construction and in the long term.

Deliverables for Task 6 will be prepared consistent with comments from Ecology on prior deliverables and available funding.

Task 7 – Permitting (AO Task 10)

Consistent with available funding, the DOF team will begin preparation of permitting application documents from the appropriate permitting authorities, if both Ecology and the Port agree it is advisable to proceed with this aspect of the remedial action. This task will be performed, focused on the Log Pond CDF and East Bay as applicable, provided sufficient funding is available to complete design elements to a level sufficient for permitting.

Deliverables: Draft permitting documents for Ecology review and Final permitting documents addressing Ecology's review comments. Deliverables for Task 7 will be prepared consistent with comments from Ecology on prior deliverables and available funding.

Assumptions

Due to the complexity of this project DOF has made the following assumptions as part of developing this scope of work.

- Services will be provided on a time and materials basis for tasks requested by the Port's project manager and could include informal tasks such as stakeholder or Port commission meeting attendance, document review, data analysis, status reports and letter preparation.
- DOF's budget assumes that funds can be transferred from one task or stage to another or between subconsultants without requiring a budget modification.
- Changes to tasks and associated need to move funds between tasks can be approved by email with the Port.
- Work will be performed and paced consistent with available funding.
- Schedule will depend upon Department of Ecology and other stakeholders beyond project control.
- Actual deliverables may be adjusted based upon Port, Department of Ecology, or other stakeholder requirements.
- Scope and schedule will be adjusted as appropriate based on Port direction and available funding.

Estimated Costs

The estimated cost to perform the Stage 1B tasks above now through December 31, 2024 is estimated at \$4,206,000, consistent with available funding, as summarized below.

Task #	Task Description	Estimated Cost
1	Project Strategy, Development, and Management, Project Communications, Database construction and support, Grant Funding Support, Integrated Planning Support and Historical Site Research, Agency Negotiations, Monthly Progress Reports	\$1,144,691
2	Prepare Public Review Draft and Final Interim Action Plan (IAP) (AO Task 5A)	\$162,011
3	Prepare Pre-Remedial Design Data Gaps Memorandum (in support of AO Task 7)	\$537,834
4	Prepare Pre-Remedial Design Investigation Work Plan (in support of AO Task 8)	\$200,775
5	Pre-Remedial Design Investigation (in support of AO Task 9)	\$2,160,689
6	Interim Action Remedial Design and Permitting (in support of AO Task 10)	**
7	Permitting (in support of AO Task 10)	**
Estimated Total		\$4,206,000

*** Work on these tasks will be performed contingent upon available funding. Funds remaining from Task 1 through 5 will be redirected towards these tasks as appropriate in discussion with the Port.*

DOF understands that its work is limited to funds available to the Port and specific scopes of work will be authorized on a Work Order basis. DOF will not exceed the budget authorized by the Port without written approval from the Port. It is explicitly understood that as part of this scope of work and budget that depending upon emerging project needs and Port priorities, funds can be shifted between Tasks if necessary and such reallocation will not be considered a change to the budget or scope of work.

We understand that the Port may wish to adjust the approach over the next few months based upon the results of planning activities and as the Port evaluates available funding for the project. DOF will adjust its scope of work and project schedule accordingly and communicate variations from cost assumptions that may result as work progresses. Costs will be tracked against individual tasks monthly and summarized in our invoicing.

As additional specific tasks are identified we can provide you with an associated estimated cost estimate and draw off the initial funding to do the work.

Schedule

- Stage 1A work is ongoing, on schedule and within budget and will be completed by June 30, 2023 or carried into the next biennium.
- Stage 1B work will start on July 1, 2023 as a continuation of the Stage 1A work.
- Stage 1B is scheduled to be complete prior to December 31, 2024, targeting a pace to start dredging as soon as practicable consistent with available funding.

During Stage 1B we will meet the AO required schedule, consistent with available funding.

The DOF team looks forward to working with the Port for the successful completion of the Budd Inlet Project.

Sincerely,



Rob Webb, PE
President
Dalton, Olmsted & Fuglevand, Inc.

cc Jim Darling, Leeward Strategies
James Maul, Gemini Environmental Strategies

Attachments:

DOF Rate Schedule (2023-2024)
DOF Team Subconsultants Rate Schedules (2023-2024)

RATE SCHEDULE - Dalton, Olmsted & Fuglevand, Inc.
Port of Olympia – Budd Inlet Project - Stage 1B

LABOR

Category	Anticipated Project Staff	Hourly 2023	Hourly 2024
Sr. Consultant 3		\$330.00	\$346.50
Sr. Consultant 2	R. Webb	\$314.00	\$329.70
Sr. Consultant 1	P. Hsieh, T. Gray	\$250.00	\$262.50
Consultant 3	D. Cooper	\$229.00	\$240.45
Consultant 2	N. Case, M. Otten	\$218.00	\$228.90
Consultant 1	R. May, L. Barras, J. Long	\$207.00	\$217.35
Project 3	C. Lamb, D. Pickering, T. Louviere	\$197.00	\$206.85
Project 2		\$186.00	\$195.30
Project 1	A. Cerruti, E. Beaver	\$175.00	\$183.75
Staff 3		\$165.00	\$173.25
Staff 2		\$154.00	\$161.70
Staff 1	N. Weiss, K. Begley, J. Van Tuyl, E. Scheumann	\$144.00	\$151.20
Over-Water Premium	Premium added per labor hour when working over-water (USL&H, MEL)	8%	8%

Hourly rate for the identified individual staff members will apply while the staff person is working in the designated Category. Staff promoted to a new Category will be billed out at the rate associated with the new Category. New staff will be billed at the stated rate for their assigned Category.

EXPENSES

Category	Description	Rate
1. DOF Equipment		Attached
2. Pre-approved Travel and Out-of-Pocket Expenses	a. Mileage Per Current IRS b. Parking, lodging, meals c. Out-of-Pocket expenses d. Airfare, Vehicle Rental, and other travel	a. 2023 = \$0.625/mile b. Cost plus 10% c. Cost plus 10% d. Cost plus 10%
3. Specific Services	a. Analytical Laboratory b. Subconsultants c. Material Purchases	a. Cost plus 10% b. Cost plus 10% c. Cost plus 10%

DOF EQUIPMENT RATE SCHEDULE

DESCRIPTION	RATE
DOF Pickup Truck - day	\$125.00
Field Computer - day	\$35.00
Field Meter, QRAEII CGI - day	\$80.00
Field Meter, MiniRAE PID - day	\$95.00
Field Meter, Magnehelic Gauges - day	\$10.00
Field Meter, Metal detector - day	\$30.00
Field Meter, Dissolved O2 (200 foot) - day	\$100.00
Field Meter, O/W Interface Probe - day	\$75.00
Field Meter, Turbidity - day	\$40.00
Field Test, alkalinity - ea	\$10.00
Field Test, ferrous iron -ea	\$10.00
Generator - day	\$60.00
GPS, Trimble GeoXH System - day	\$195.00
Padlocks - ea	\$10.00
PPE, Basic Consumables - person per day	\$10.00
PPE, Disposable Tyvek Suits - ea.	\$7.00
Remote access video camera - day	\$25.00
Sediment Sampler, Core Tubes -ea	job quote
Sediment Sampler, Hand Core - day	\$100.00
Sediment Sampler, Petite Ponar	\$25.00
Strap-on Flow Meter w/ Pressure Transducer	\$100.00
Well Sampling, Bailers, Disposable - ea.	\$10.00
Well Sampling, Basic Equipment - day	\$30.00
Well Sampling, Grunfos Pumpw/ line - day	\$295.00
Well Sampling, Metals Filter & Fittings - ea.	\$20.00
Well Sampling, Peristaltic Pump - day	\$50.00
Well Sampling, Purging pump, 12V - day	\$50.00
WQM, YSI 556 Conductivity/pH/O2 Meters - day	\$100.00
WQM, YSI 650/6000 Water Quality Meter -day	\$150.00

(1) Rates are portal to portal

(2) Rates do not include consumables, which will be invoiced separately

SCHEDULE OF CHARGES AND PAYMENT TERMS

Time and Materials Agreement



Effective January 1, 2022

SCOPE OF SERVICES - CRETE Consulting Inc, PC (CRETE) will perform the Services proposed or defined in writing and approved by Client in accordance with the following Commercial Terms.

BILLING RATES - Charges for all personnel will be calculated and billed on the basis of the following hourly Billing Rates. Billing Rates are net of all applicable taxes, fees and related charges. CRETE may revise these rates annually.

Staff Category (Professional, Technical, and Administrative)	Rate/Hour
Principal in Charge	\$240
Senior Project Manager/Technical Specialist	\$210
Associate Engineer/Scientist	\$200
Project Manager/Senior Engineer/Scientist	\$190
Project Engineer/Scientist/Geologist	\$170
Staff Engineer/Scientist/Inspector	\$150
Senior CAD or GIS/Senior Technician/Cost Analyst	\$150
Asst. CAD or GIS/Drafter/Technician	\$130
Administrative Assistant	\$110

All travel, to a maximum of 8 hours per day, will be charged at the Billing Rates. Billing Rates are based on a 40-hour work week. Overtime hours for non-exempt (hourly) employees will be billed at 150% of the Billing Rates.

OTHER DIRECT COSTS - Other Direct Costs are all costs and expenses incurred by CRETE attributable to the performance of Services together with a ten percent (10%) fee. Other Direct Costs include subcontracts, materials, reproduction, shipping charges, special fees, permits, special insurance and licenses, and miscellaneous costs. Travel and travel-related expenses and equipment purchased for a project are computed on the basis of actual cost plus a ten percent (10%) fee.

LITIGATION SUPPORT - As requested by Client or as compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate CRETE at 200% of the Billing Rate, including preparation time, and shall reimburse CRETE for out-of-pocket costs as provided herein.

RETAINER - CRETE may require advance deposit of funds on specific projects. CRETE and Client will mutually determine terms for deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

INVOICING AND PAYMENT - Invoices will include a listing of Staff Categories, hours worked in providing Services, Billing Rates, and the Other Direct Costs. Billing Rates on invoices are not limited to those used to estimate the cost of Services, all of the Billing Rates provided in the Commercial Terms may be included on an invoice. Invoices will be sent electronically. Original receipts will be available for review at CRETE's office, but will not be released. Payments can be made by electronic funds transfers or manually to the address appearing on the invoice due upon receipt. Invoices not paid within 30 days are subject to interest from the 31st day at the rate of 1½% per month (18% per annum). CRETE may, after written notice to Client: 1) suspend Services without liability until the Client has paid in full all amounts due CRETE for Services rendered and expenses incurred, including interest on past due invoices; or, 2) terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the 30-day period. In the event that CRETE places client's account in the hands of an attorney for collection, Client agrees to pay CRETE all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

SECURITY INTEREST - Client hereby grants CRETE a security interest in and to any and all machinery, equipment, other rights, assets, and property, tangible and intangible, wherever located, now owned or hereafter acquired by Client from CRETE, and any and all proceeds, additions, or accessions to any and all of the foregoing to secure the payment and performance by Client of any and all direct or indirect obligations, indebtedness and claims, whether contingent or fixed, now existing or hereafter arising, from Client to CRETE.

ESTIMATES OF COSTS AND SCHEDULES - CRETE's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and Schedule estimates are based on CRETE's best judgment of the requirements known at the time of the proposal. CRETE will endeavor to perform the Services and accomplish the objectives within the estimated costs and Schedule, but in no event shall CRETE's estimate be interpreted as a not-to-exceed or fixed price. CRETE shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by CRETE.



2023 Billing Rates 2024 Billing Rates¹ 2025 Billing Rates²

Title	Rate	Rate	Rate
Principal/Senior Scientist	\$262.00	\$275.00	\$289.00
Associate Scientist	\$232.00	\$244.00	\$256.00
Biologist 5	\$200.00	\$210.00	\$221.00
Biologist 4	\$173.00	\$182.00	\$191.00
Environmental Planner 4	\$173.00	\$182.00	\$191.00
Biologist 3	\$155.00	\$163.00	\$171.00
Biologist 2	\$142.00	\$149.00	\$157.00
Biologist 1	\$122.00	\$128.00	\$135.00
Administrative Assistant	\$90.00	\$95.00	\$99.00

Subconsultants	0% MU
Expenses	0% MU
Mileage	IRS Rate
<i>Other Expense Rates Available Upon Request</i>	

0% MU
0% MU
IRS Rate

0% MU
0% MU
IRS Rate

1. 5% increase from standard 2023 rates rounded to nearest dollar.
2. 5% increase from standard 2024 rates rounded to nearest dollar.



COMPENSATION SCHEDULE–2023

Personnel Labor	Hourly Rate
Senior Principal	335
Principal	310
Senior Associate	285
Associate	260
Senior	235
Senior Project	210
Project	190
GIS Analyst / CAD Designer	190
Senior Staff	175
Staff / Senior Technician II	160
Data Specialist	160
CAD / GIS Technician	150
Project Coordinator	135
Assistant / Senior Technician I	125
Technician	110
Support Staff	95

Expert professional testimony or the preparation thereof for court, deposition, declaration, mediation, arbitration, or public testimony is charged at 1.5 times the hourly rate.

Rates apply to all labor, including overtime.

Equipment

Field, laboratory, and office equipment used in the direct performance of authorized work is charged at unit rates. A rate schedule will be provided on request.

Subcontractor Services and Other Expenses

Subcontractor billing and other project expenses incurred in the direct performance of authorized routine services will normally be charged at a rate of cost plus a twelve percent (12%) handling charge. A higher handling charge for technical subconsultants and for high-risk field operations may be negotiated on an individual project basis; similarly, a lower handling charge may be negotiated on projects requiring disproportionately high subconsultant involvement.

Invoices

Invoices for Landau Associates' services will be issued monthly. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days.

Term

Unless otherwise agreed, Landau Associates reserves the right to make reasonable adjustments to our compensation rates over time (e.g., long-term continuing projects).

Labor Category	2023-2024 Rates
Principal Engineer	\$ 273
Principal Hydrogeologist	\$ 273
Principal Communications Specialist	\$ 268
Principal Geologist	\$ 263
Principal Air Quality Consultant	\$ 257
Principal Chemist	\$ 257
Principal Environmental Scientist	\$ 257
Principal Environmental Compliance S	\$ 257
Principal GIS Analyst	\$ 257
Principal Industrial Hygienist	\$ 257
Principal Landscape Architect	\$ 257
Principal Planner	\$ 257
Senior Hydrogeologist 2	\$ 242
Senior Communications Specialist 2	\$ 236
Senior Engineer 2	\$ 236
Senior Air Quality Consultant 2	\$ 231
Senior Chemist 2	\$ 231
Senior Environmental Scientist 2	\$ 231
Senior Environmental Compliance Spe	\$ 231
Senior Geologist 2	\$ 231
Senior Landscape Architect 2	\$ 231
Senior Planner 2	\$ 231
Facilitator	\$ 226
Senior IT Analyst	\$ 221
Project Manager	\$ 215
Senior Air Quality Consultant 1	\$ 205
Senior Chemist 1	\$ 205
Senior Communications Specialist 1	\$ 205
Senior Data Analyst 2	\$ 205
Senior Engineer 1	\$ 205
Senior Environmental Scientist 1	\$ 205
Senior Environmental Compliance Spe	\$ 205
Senior Geologist 1	\$ 205
Senior GIS Analyst 2	\$ 205
Senior Hydrogeologist 1	\$ 205
Senior Landscape Architect 1	\$ 205
Senior Planner 1	\$ 205
Project Air Quality Consultant 2	\$ 189
Project Chemist 2	\$ 189

Project Communications Specialist 2	\$ 189
Senior Data Analyst 1	\$ 189
Project Engineer 2	\$ 189
Project Environmental Scientist 2	\$ 189
Project Environmental Compliance Sp	\$ 189
Project Geologist 2	\$ 189
Senior GIS Analyst 1	\$ 189
Project Health & Safety Specialist 2	\$ 189
Project Hydrogeologist 2	\$ 189
Project Landscape Architect 2	\$ 189
Project Planner 2	\$ 189
Project Air Quality Consultant 1	\$ 179
Project Chemist 1	\$ 179
Project Data Analyst 2	\$ 179
Project Engineer 1	\$ 179
Project Environmental Scientist 1	\$ 179
Project Environmental Compliance Sp	\$ 179
Project Geologist 1	\$ 179
Project Health & Safety Specialist 1	\$ 179
Project Hydrogeologist 1	\$ 179
Project Landscape Architect 1	\$ 179
Project Planner 1	\$ 179
GIS Analyst 2	\$ 173
Project Communications Specialist 1	\$ 173
Senior Accountant	\$ 168
Project Data Analyst 1	\$ 168
Staff Air Quality Consultant 2	\$ 163
GIS Analyst 1	\$ 163
Staff Chemist 2	\$ 163
Staff Engineer 2	\$ 163
Staff Environmental Scientist 2	\$ 163
Staff Environmental Compliance Speci	\$ 163
Staff Geologist 2	\$ 163
Staff Health & Safety Specialist 2	\$ 163
Staff Hydrogeologist 2	\$ 163
Staff Landscape Architect 2	\$ 163
Staff Planner 2	\$ 163
Staff Communications Specialist 2	\$ 158
Construction Superintendent	\$ 158
GIS Technician 2	\$ 158
Staff Air Quality Consultant 1	\$ 152

Staff Chemist 1	\$ 152
Staff Engineer 1	\$ 152
Staff Environmental Scientist 1	\$ 152
Staff Environmental Compliance Speci	\$ 152
Staff Geologist 1	\$ 152
Senior Graphic Designer	\$ 152
Staff Health & Safety Specialist 1	\$ 152
Staff Hydrogeologist 1	\$ 152
Staff Landscape Architect 1	\$ 152
Staff Planner 1	\$ 152
GIS Technician 1	\$ 152
Staff Communications Specialist 1	\$ 147
Graphic Designer	\$ 142
CAD Drafter	\$ 142
Environmental Technician	\$ 142
Project Administrator	\$ 131
Copy Editor 2	\$ 131
Field Technician	\$ 126
Administrative Assistant	\$ 121
Copy Editor 1	\$ 121



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www.moffatnichol.com

2023-2024 Budd Inlet Project Hourly Rates

P8, P9 Principal	P7 Supervisory	P6 Senior	P5 III	P4 II	P3 I	P1, P2 Staff	T4 Sr. Tech	T4 Designer	T3 CADD II	T1, T2 CADD I	A4 Project Controls IV	A3, A4 Word Proc	A1, A2 Gen Clerical
340.00	330.00	275.00	245.00	210.00	175.00	165.00	230.00	175.00	140.00	120.00	160.00	145.00	105.00

Notes:

Expenses billed at cost + 10%

Effective April 1, 2023



T H O M A S
architecture studios

2023 FEE SCHEDULE

Principal	\$280
Associate Principal	\$190
Senior Project Manager	\$180
Project Manager II	\$165
Project Manager I	\$150
Project Architect	\$140
Architectural Associate III	\$125-150
Architectural Associate II	\$110
Architectural Associate I	\$80
Administrative	\$80
Intern	\$50

Reimbursable¹

varies

¹REIMBURSABLE: Actual expenses incurred in performing services such as: mileage, printing, reproduction, postage, and other reasonable costs (billed at actual costs plus 15%). Consultant fees billed through TAS are billed at actual costs plus 15%.

Fees subject to 5% annual increase.



T H O M A S
architecture studios

2024 FEE SCHEDULE

Principal	\$300
Associate Principal	\$200
Senior Project Manager	\$190
Project Manager II	\$170
Project Manager I	\$155
Project Architect	\$145
Architectural Associate III	\$135-155
Architectural Associate II	\$120
Architectural Associate I	\$85
Administrative	\$80
Intern	\$50

Reimbursable¹

varies

¹REIMBURSABLE: Actual expenses incurred in performing services such as: mileage, printing, reproduction, postage, and other reasonable costs (billed at actual costs plus 15%). Consultant fees billed through TAS are billed at actual costs plus 15%.

Fees subject to 5% annual increase.

Billing Rates (Effective January 2023)

Rate Project Management/Coordination

\$255	Senior Principal Consultant
\$235	Principal Consultant
\$210	Senior Project Manager
\$190	Project Manager II
\$175	Project Manager I
\$155	Project Controller III
\$138	Project Controller II
\$122	Vehicle Equipment Coordinator or Project Controller I
\$90	Project Administrator

Rate Engineering (W/WW and Land Development)

\$190	Senior Engineer I
\$175	Engineer III
\$155	Engineer II
\$138	Engineer I or Engineer in Training III
\$122	Engineer in Training II or Senior Engineering Technician
\$100	Engineer in Training I or Engineering Technician

Rate Design/Drafting

\$190	Design Manager
\$155	Senior Designer II or Senior Graphic Designer II
\$138	Senior Designer I or Senior Graphic Designer I
\$122	Designer III
\$100	Designer II
\$90	Designer I
\$77	Drafter

Rate Environmental Planning & Permitting

\$190	Senior Environmental Consultant I
\$175	Senior Environmental Specialist III
\$155	Senior Environmental Specialist II
\$138	Senior Environmental Specialist I
\$122	Environmental Specialist III
\$100	Environmental Specialist II
\$90	Environmental Specialist I

Rate Cultural Resources

\$175	Senior Principal Investigator II
\$155	Senior Principal Investigator I
\$138	Principal Investigator II or Senior Field Director
\$122	Field Director III or Principal Investigator I
\$100	Field Director II
\$90	Lab Director, Field Director I or Crew Chief II
\$77	Crew Chief I
\$66	Assistant Crew Chief

Rate Field Technicians

\$77	Senior Field Technician II or Senior Technician II
\$66	Senior Field Technician I or Senior Technician I
\$60	Field Technician III or Technician III
\$55	Field Technician II or Technician II
\$55	Field Technician I or Technician I

Rate Project Support

\$210	Senior Technical Specialist
\$155	Technical Specialist II
\$138	Technical Specialist I
\$122	Senior Document Production Specialist II or Tech Editor II
\$122	Document Controller
\$100	Senior Document Production Specialist I or Tech Editor I
\$90	Document Production Specialist III or Administrative Staff III
\$77	Document Production Specialist II or Administrative Staff II
\$66	Document Production Specialist I or Administrative Staff I

Rate Landscape Architecture

\$190	Senior Landscape Architect I
\$175	Landscape Architect III
\$155	Landscape Architect II
\$138	Landscape Architect I

Rate Construction

\$190	Construction Department Manager
\$175	Senior Construction Inspector III
\$155	Senior Construction Inspector II
\$138	Senior Construction Inspector I
\$122	Construction Inspector III
\$100	Construction Inspector II
\$90	Construction Inspector I

Rate Natural Resources

\$190	Senior Environmental Consultant I
\$175	Senior Biologist III
\$155	Senior Biologist II
\$138	Senior Biologist I
\$122	Biologist III
\$100	Biologist II
\$90	Biologist I

Rate Land Survey

\$175	Senior Surveyor III or Survey Manager
\$155	Senior Surveyor II
\$138	Senior Surveyor I
\$122	Surveyor III
\$100	Surveyor II
\$90	Surveyor I
\$77	Survey Technician II
\$66	Survey Technician I

Rate GIS/Cartography

\$175	Senior Geospatial Analyst III
\$155	Senior Geospatial Analyst II
\$138	Senior Geospatial Analyst I
\$122	Geospatial Analyst III
\$100	Geospatial Analyst II
\$90	Geospatial Analyst I



**PERSONAL SERVICES AGREEMENT NO. 2022-1027
 AMENDMENT No. 2
 BUDD INLET CLEANUP AND DREDGING LEGAL SERVICES**

Port Representative: Sam Gibboney
Consultant/Firm: Cascadia Law Group
Consultant/Firm Representative: Jay Manning

This **Amendment No. 2** is made by and between the Port of Olympia, a Washington municipal corporation (the "Port") and Cascadia Law Group, (the "Consultant"), and collectively sometimes referred to as "Parties" or individually as "Party" to the above referenced Agreement, which was previously executed by an authorized representative of both Parties.

The Parties now desire to amend the Agreement as allowed through mutual written agreement. Specifically, the Parties hereby agree to the following changes:

1. *Section 1 – Scope of Services:* Update Exhibit "A" as attached.
2. *Section 2 – Term:* The expiration date is amended from June 30, 2023 to **December 31, 2024.**
3. *Section 4 – Compensation:* The not to exceed amount is changed to a **new not to exceed amount of \$110,000.00** for the entirety of the Agreement.

This Amendment constitutes the entire agreement and understanding of the amended Sections listed and supersedes all prior negotiations and representations. In the event any portion of the original Agreement conflicts with this, or any other amendment, the document most recently mutually executed shall take precedence.

The Parties have read the above referenced Agreement, previous amendments, and this Amendment in its entirety and assert they have full authority to bind their respective party to these changes.

Executed and Effective, as of the latter of dates of the mutual signatures below.

THE PORT OF OLYMPIA

CASCADIA LAW GROUP

 Sam Gibboney Date
 Executive Director

 Jay Manning Date
 Authorized Representative



**Scope of Work
July 1, 2023 – December 31, 2024**

**Port of Olympia
Lower Budd Inlet Cleanup and Restoration Project**

Cascadia Law Group

May 17, 2023

Lower Budd Inlet Cleanup and Restoration Project:

Cascadia Law Group proposes a budget of \$38,000 from July 1, 2023 through December 31, 2024 (monthly average fees of \$2,000 based upon a partner hourly rate of \$525 and associate hourly rate of \$250). Additional phases of the project will be defined and this scope of work will be amended as the project progresses through the cleanup and permitting process and additional funding becomes available.

Cascadia Law Group Team will consist of:

- Partners: Maia Bellon, Jay Manning, Matt Love (\$525/hr)
- Associate: Kyle Murphy and Louis Russell (\$250/hr)
- Paralegal: Brooke Badger (\$150/hr)

1. Strategic Plan and Timeline

1.1 Advise on development and implementation of strategic plan and timeline.

2. Structuring/Aligning Partners

2.1 Federal Partners:

2.1.1 Advise on development and implementation of strategy for outreach to congressional delegation to build support for approach and appropriations.

- 2.1.2 Advise on development and implementation of strategy for outreach to U.S. Corps of Engineers Civil Works to build support for dredging aspects of the project, including for the Port taking lead on dredging the navigation channel and turning basin.
- 2.1.3 Advise on development and implementation of strategy for outreach to U.S. Corps of Engineers Regulatory Office, NOAA Fisheries, the Environmental Protection Agency (EPA), and other federal agencies regarding federal permitting and environmental review.
- 2.2 State Partners:
 - 2.2.1 Advise on development and implementation of strategy for outreach to Department of Ecology (Ecology), Recreation and Conservation Office, Department of Enterprise Services, Department of Fish & Wildlife, and Department of Natural Resources (including Commissioner of Public Lands) to build support for the Port's proposed approach to the cleanup and restoration project, including state funding support for all aspects of the project.
 - 2.2.2 Outreach to Ecology is key. It is critical to gain Ecology's support for the combined cleanup and restoration project. Ecology will have to approve all aspects of the cleanup and issue permits for the dredging that is not part of the cleanup. Lead agency status under the State Environmental Policy Act (SEPA) will have to be negotiated with Ecology as well. Financial support is also a critical aspect of the relationship with Ecology.
 - 2.2.3 DNR is key for several reasons, but first among them is that the Commissioner of Public Lands is a member of the Capital Campus Committee, which will be one of the final decision-making entities on Capital Lake. A cleanup and restoration project that opens the door to the estuary option will be key with the Commissioner.
 - 2.2.4 Just as with Congressional delegation members, it will be important to keep local, state legislators informed and supportive of the project. Future phases of the project will also require support from key state appropriators.
- 2.3 Tribal Nations: advise on development and implementation of strategy for outreach and engagement with Squaxin Island Tribe and Nisqually Indian Tribe. Squaxin Tribe is the primary focus and will require significant sustained attention, including collaboration on funding opportunities.
- 2.4 Local Governments: advise on development and implementation of outreach and engagement strategy with other critical stakeholders, including the Cities of

Olympia, Tumwater, and Lacey, LOTT, and other interested local entities, such as the Thurston Regional Planning Council.

3. Plan for Finance

- 3.1 Assist with development and implementation of project finance plan with significant contributions from federal and state resources.
 - 3.1.1 Advise on securing one or more Remedial Action Grants from Ecology.
 - 3.1.2 Support research and analysis of policy coverage for historic insurance recovery.
 - 3.1.3 With the exception of the City of Olympia, research PLPs contribution opportunities and advise on pursuit of such contributions.
 - 3.1.4 Support research other potential grant opportunities (including MARAD funding opportunities and EPA Puget Sound Ecosystem Restoration grant programs).
 - 3.1.5 Identify opportunities for federal funding from Infrastructure Investment and Jobs Act, the Inflation Reduction Act, and other federal initiatives and enactments.

4. Communications

- 4.1 Advise on development and implementation of communication strategy.
- 4.2 Assist with stakeholder engagement to develop community support for the cleanup and restoration project.

5. Design and Implementation of Remedy

- 5.1 Advise and represent the Port in negotiations with Ecology to revise existing Agreed Order and development of an expedited pathway to remedy implementation.
- 5.2 Advise and assist in environmental review and permitting including federal, state, and local permits.



PERSONAL SERVICES AGREEMENT NO. 2022-1042
AMENDMENT No. 2
BUDD INLET CLEANUP AND DREDGING – POLICY SOLUTIONS

Port Representative: Sam Gibboney
Consultant/Firm: Cascadia Policy Solutions
Consultant/Firm Representative: Jay Manning

This Amendment No. 2 is made by and between the Port of Olympia, a Washington municipal corporation (the "Port") and Cascadia Policy Solutions, (the "Consultant"), and collectively sometimes referred to as "Parties" or individually as "Party" to the above referenced Agreement, which was previously executed by an authorized representative of both Parties.

The Parties now desire to amend the Agreement as allowed through mutual written agreement. Specifically, the Parties hereby agree to the following changes:

- 1. Section 1 – Scope of Services: Update Exhibit "A" as attached.
2. Section 2 – Term: The expiration date is amended from June 30, 2023 to December 31, 2024.
3. Section 4 – Compensation: The not to exceed amount is changed to a new not to exceed amount of \$205,500.00 for the entirety of the Agreement.

This Amendment constitutes the entire agreement and understanding of the amended Sections listed and supersedes all prior negotiations and representations. In the event any portion of the original Agreement conflicts with this, or any other amendment, the document most recently mutually executed shall take precedence.

The Parties have read the above referenced Agreement, previous amendments, and this Amendment in its entirety and assert they have full authority to bind their respective party to these changes.

Executed and Effective, as of the latter of dates of the mutual signatures below.

THE PORT OF OLYMPIA

CASCADIA POLICY SOLUTIONS

Sam Gibboney Date
Executive Director

Jay Manning Date
Authorized Representative

**Scope of Work
July 1, 2023 – December 31, 2024**

**Port of Olympia
Lower Budd Inlet Cleanup and Restoration Project**

Cascadia Policy Solutions

May 17, 2023

Lower Budd Inlet Cleanup and Restoration Project:

Cascadia Policy Solutions will assist the Port of Olympia (the Port) in its efforts to pursue a combination of MTCA sediment cleanup and maintenance dredging in Budd Inlet, as well as associated restoration efforts. The budget of \$112,500 will cover work performed beginning July 1, 2023, through December 31, 2024 (monthly average fees of \$6,250 based upon a partner hourly rate of \$525 and associate hourly rate of \$250).

Cascadia Policy Solutions Team will consist of:

- Partners: Jay Manning, Maia Bellon, Matt Love (\$525/hr)
- Associate: Kyle Murphy and Louis Russell (\$250/hr)
- Paralegal: Brooke Badger (\$150/hr)

1. Strategy Development and Implementation

Cascadia Policy Solutions will work with the Port and the project team to support the ongoing implementation of the overall strategy for the Lower Budd Inlet cleanup and restoration project. Some specific elements of the work to be performed are described below. Other elements include assisting with political, tribal and stakeholder relationships, communications, and technical and organizational challenges.

2. Aligning Partners

- Federal Partners: advise on ongoing development and implementation of strategy for outreach to congressional delegation, U.S. Corps of Engineers Civil Works, U.S. Corps of Engineers Regulatory Office, NOAA Fisheries, the Environmental Protection Agency, and other federal agencies.
- State Partners: advise on development and implementation of strategy for outreach to Department of Ecology (Ecology), Department of Enterprise Services, Recreation and Conservation Office, Department of Fish & Wildlife, Department of Natural Resources, and local legislators to build support for the Port's proposed approach to the cleanup and restoration project, including state funding support for all aspects of the project.
- Tribal Nations: advise on the ongoing development and implementation of an outreach and engagement strategy with Squaxin Island Tribe and Nisqually Indian Tribe.
- Local Government Partners: advise on development and implementation of outreach strategy with other critical stakeholders, including the Cities of Olympia, Tumwater, and Lacey, LOTT, Thurston Regional Planning Council, and other interested local entities.

3. Finance Plans

- Assist with ongoing development and implementation of project finance plan with significant contributions from federal and state resources.
 - Advise on securing one or more Remedial Action Grants from Ecology.
 - Support research on insurance policy coverage for historic insurance recovery.
 - Support research of PLPs contribution opportunities and advise on pursuit of such contributions (with the exception of City of Olympia).
 - Research other potential grant opportunities, including MARAD, EPA, and other grant and loan programs.
 - Identify opportunities for federal funding from the Infrastructure Investment and Jobs Act, the Inflation Reductions Act, and other federal initiatives and enactments.
 - Identify opportunities for funding from state agencies and the Washington Legislature and work with partners to secure needed funding.

4. Communications

- Advise on ongoing development and implementation of communication strategy.
- Assist with stakeholder outreach and engagement to develop community support for the cleanup and restoration project.



PORT OF OLYMPIA

SUPPORT FOR BUDD INLET SEDIMENT CLEANUP

Scope of Work April 1, 2023 through December 31, 2024

SCOPE OF WORK

Gemini Environmental Strategies LLC (Gemini) will provide the Port of Olympia with strategic advice, regulatory assistance, and project management related to the Budd Inlet Sediment project.

Specific services under this contract will include:

- Regular meetings and briefings to the project executive team, Team Leads, Port Executive Director, and other Port employees.
- Coordinate and provide direction to Team Leads.
- Continue to lead communications and negotiation with the Washington State Department of Ecology (Ecology).
 - Technical Scopes of Work
 - Progress under Agreed Orders
 - Grant funding
 - Assist with negotiation of future Agreed Orders
- Consultant and contractor supervision and direction.
- Direct and review scope of work development.
- Project management.
- Brief Port commission as directed by Port Executive Director.
- Prepare technical documents and presentations.
- Work closely with other team leads and provide direction as needed and requested by the Port.
- Coordinate with team leads (i.e., DOF, Lund Faucet, Cascadia Law and Policy, Leeward Strategies) and other team members as required.
- Coordinate and work with other stakeholders (e.g., Tier 1) as needed throughout the course of the project. Assist with the implementation of stakeholder strategies.
- Assist with legal review of insurance and PLPs.
- Other work assigned by the Port.



SCHEDULE OF CHARGES

Port of Olympia

Budd Inlet

April 1, 2023 – December 31, 2024

PERSONNEL CHARGES

Jim Maul, Principal Consultant.....	\$250/hour
Kelly Maul, Associate Consultant.....	\$175/hour

Preparation for testimony (e.g., at deposition and trial) at 1.5 times standard hourly rate. Testimony at deposition and trial at 2 times standard rate.

Travel charged in accordance with the above rates.

SUBCONTRACTORS

Subcontractors charged at cost plus 15% markup.

EXPENSES

Outside expenses charged at cost plus 10% markup.

DIRECT CHARGES

Vehicle travel charged at Standard IRS mileage rate.

RATE CHANGES

Client will be provided with 30 days' notice prior to a change in the rates listed above.



**PERSONAL SERVICES AGREEMENT NO. 2023-1010
AMENDMENT No. 1
BUDD INLET INSURANCE RECOVERY**

Port Representative: Sam Gibboney

Consultant/Firm: Christopher L. Reive, Counselor at Law and Mediation Services

Consultant/Firm Representative: Christopher L. Reive

This **Amendment No. 1** is made by and between the Port of Olympia, a Washington municipal corporation (the "Port") and Christopher L. Reive, Counselor at Law and Mediation Services, (the "Consultant"), and collectively sometimes referred to as "Parties" or individually as "Party" to the above referenced Agreement, which was previously executed by an authorized representative of both Parties.

The Parties now desire to amend the Agreement as allowed through mutual written agreement. Specifically, the Parties hereby agree to the following changes:

1. *Section 4 – Compensation:* The not to exceed amount is changed to a **new not to exceed amount of \$175,000.00** for the entirety of the Agreement.

This Amendment constitutes the entire agreement and understanding of the amended Sections listed and supersedes all prior negotiations and representations. In the event any portion of the original Agreement conflicts with this, or any other amendment, the document most recently mutually executed shall take precedence.

The Parties have read the above referenced Agreement, previous amendments, and this Amendment in its entirety and assert they have full authority to bind their respective party to these changes.

Executed and Effective, as of the latter of dates of the mutual signatures below.

THE PORT OF OLYMPIA

CHRISTOPHER L. REIVE, COUNSELOR AT LAW

Sam Gibboney
Executive Director

Date

Christopher L. Reive
Authorized Representative

Date



PERSONAL SERVICES AGREEMENT NO. 2022-1031
AMENDMENT No. 3
PUBLIC INVOLVEMENT PROJECT SUPPORT

Port Representative: Sam Gibboney
Consultant/Firm: Lund Faucett
Consultant/Firm Representative: Kris Faucett

This Amendment No. 3 is made by and between the Port of Olympia, a Washington municipal corporation (the "Port") and Lund Faucett, (the "Consultant"), and collectively sometimes referred to as "Parties" or individually as "Party" to the above referenced Agreement, which was previously executed by an authorized representative of both Parties.

The Parties now desire to amend the Agreement as allowed through mutual written agreement. Specifically, the Parties hereby agree to the following changes:

- 1. Section 1 – Scope of Services: Update Exhibit "A" as attached.
2. Section 2 – Term: The expiration date is amended from June 30, 2023 to December 31, 2024.
3. Section 4 – Compensation: The not to exceed amount is changed to a new not to exceed amount of \$296,000.00 for the entirety of the Agreement.

This Amendment constitutes the entire agreement and understanding of the amended Sections listed and supersedes all prior negotiations and representations. In the event any portion of the original Agreement conflicts with this, or any other amendment, the document most recently mutually executed shall take precedence.

The Parties have read the above referenced Agreement, previous amendments, and this Amendment in its entirety and assert they have full authority to bind their respective party to these changes.

Executed and Effective, as of the latter of dates of the mutual signatures below.

THE PORT OF OLYMPIA

LUND FAUCETT

Sam Gibboney Date
Executive Director

Kris Faucett Date
Authorized Representative

Date: May 18, 2023
To: Lisa Parks, Port of Olympia
From: Kris Faucett & Vanessa Lund, Lund Faucett
Subject: Proposal for continued Budd Inlet public affairs support

Overview

The Port of Olympia (Port) is contracting with the Lund Faucett team (LuFa) for Public Affairs services related to the Budd Inlet Cleanup and Restoration project. The initial contract covering Stage 1A of the project (June 10, 2022 through June 30, 2023) is being closed. We are proposing a budget of \$150,000 (services and expenses) for the next phase of public affairs work (July 1, 2023 through December 31, 2024.)

The following memo summarizes activities completed during Stage 1A followed by a high-level scope of strategies and tactics for the next phase based on the proposed budget and current project knowledge.

Completed Activities (during Stage 1A)

The following summarizes completed planning and activities during Stage 1A.

Strategy: Build awareness of the project need and plan. Develop/organize messages, materials and assets for effective, targeted engagement. Begin early engagement with high priority audiences.

- Reviewed background information, completed a landscape scan and toured project area
- Conducted stakeholder interviews and provided summary of insights
- Developed a communications plan, timeline and project database
- Created asset library (basic materials)
 - Key messages
 - FAQ
 - Webpage
 - Fact sheets [basic, legislative (state and federal)]
 - Handout for public
 - Video (completed by May 17)
 - PowerPoints (supported packaging for Commission, targeted audiences; general audience version is in development)
 - Photos
- Created listserv and shared updates to communicate achievement of project milestones
- Supported materials' development for the Legislative Session
- Supported engagement with Tier 1 (Tribes, state and local partners)
- Tabled at community events (National Geographic event, Thurston Chamber)
- Managed media - proactive (South Sound Magazine) and reactive
- Monitored Commission meetings, other stakeholder groups and media

Proposed Strategies and Approach (end 2023 through 2024)

The following proposes potential strategies and tactics for the next phase of work.

Strategy: Broaden education and engagement to build excitement/support with community, public; continued/reinforce Tier 1 engagement.

We anticipate conducting proactive communications and engagement to support the Port's goals around the project including:

- Telling the Port's story with compelling tools, materials and graphics.
- Supporting stakeholder and public outreach and engagement. (We'll work closely with the project team on identifying specific approaches and plans for the unique audiences that have and will have interest in the project.)
- Exploring engaging a "Friends of Budd Inlet" group because of the support from various partners and stakeholders.
- Providing media relations support to Port's communications staff including social media, pitches, editorials, op-eds and monitoring media.
- Conducting message/presentation training and coaching as needed.
- Evaluating and updating the communications plan and timeline regularly.
- Maintaining project calendar of activities (meetings, events, etc.) related to engagement and communications.
- Capturing engagement outcomes: activities completed, summaries, etc.
- Participating in project team meetings and completing project administration tasks.

Tactics Overview

The following tactics are anticipated based on the project needs. As we move through end of 2023 and 2024, we'll have a better sense of what's needed from an outreach, communications and materials perspective and will implement and evolve as needed.

Tactic	Purpose	Tasks
Website	<ul style="list-style-type: none"> • Source for all project information • Should inspire/engage • Easy to find/manageable 	LuFa to: <ul style="list-style-type: none"> • Ramp up existing page or create website separate from the Port's site • Update/add to content and suggest visuals • Consider/support web storymap and dashboard for internal and external audiences Port to: <ul style="list-style-type: none"> • Launch and maintain site
Meetings	<ul style="list-style-type: none"> • Educate and learn from various stakeholders • Mix of 1-1 and group meetings depending on audiences 	LuFa to: <ul style="list-style-type: none"> • Lead non-technical/community meetings including coordinating, developing plans, preparing materials and tracking/capturing summaries • Support other (technical, Tribal, local jurisdictions, etc.) meetings as needed Port to: <ul style="list-style-type: none"> • Provide input regarding audiences and meeting goals • Staff meetings • Provide or arrange for meeting space • Furnish meeting refreshments and supplies as needed
Speakers Bureau	<ul style="list-style-type: none"> • Educate more broadly • Raise visibility • Meet people where they are 	LuFa to: <ul style="list-style-type: none"> • Update database • Develop presentation, talking points, expected Q&A • Schedule practice, including Q&A Port to: <ul style="list-style-type: none"> • Reach out/schedule events • Port to present (Commission, leadership, etc.) depending on audience
Tabling and expanding visibility at existing Port and/or community events	<ul style="list-style-type: none"> • Educate more broadly • Be visible in/support the community 	LuFa to: <ul style="list-style-type: none"> • Develop list of Port/community events • Utilize video, poster boards, handouts • Staff (support as needed) Port to: <ul style="list-style-type: none"> • Provide swag • Staff events

Budd Inlet Public Affairs Proposal

Tactic	Purpose	Tasks
Tours (on water)	<ul style="list-style-type: none"> • Allow people to see/feel the problem and solutions <p>Potential groups:</p> <ul style="list-style-type: none"> • Policymakers • Community leaders • Public • Media 	<p>LuFa to:</p> <ul style="list-style-type: none"> • Suggest participants • Draft invitation and support outreach • Outline tour • Provide handouts • Staff (support as needed) <p>Port to:</p> <ul style="list-style-type: none"> • Coordinate logistics and provide Port assets (i.e., boat, etc.) • Staff tours
Video	<ul style="list-style-type: none"> • Provide visual story of project • Highlight project partners 	<p>LuFa to:</p> <ul style="list-style-type: none"> • Develop roll-out plan • Promote via social media • Ask Chamber and other project partners to share (draft blurb for them) • Play on loop (tabling) during Port and community events • Explore other opportunities, TVW, Olympian <p>Port to:</p> <ul style="list-style-type: none"> • Push out via social media and other channels
Project email updates (internal and external)	<ul style="list-style-type: none"> • Ensure timely information is shared (proactively) 	<p>LuFa to:</p> <ul style="list-style-type: none"> • Draft content (regular cadence of updates) <p>Port to:</p> <ul style="list-style-type: none"> • Provide photos and distribute • Manage database (via website)
Blog	<ul style="list-style-type: none"> • Create general awareness of project and the “why” of cleanup 	<p>LuFa to:</p> <ul style="list-style-type: none"> • Draft content (monthly) <p>Port to:</p> <ul style="list-style-type: none"> • Distribute via project listserv, project website and Port social media
Media/Social media	<ul style="list-style-type: none"> • Broaden reach via media channels • Consider campaign: What does Budd Inlet mean to you? 	<p>LuFa to:</p> <ul style="list-style-type: none"> • Develop media plan (including social media) • Develop social media toolkit for sharing • Draft content: news releases, op-eds, etc. • Explore opportunities for paid media <p>Port to:</p> <ul style="list-style-type: none"> • Serve as spokesperson and engage with reporters, editorial boards, etc. • Distribute news releases and push out social posts

PORT OF OLYMPIA
VOUCHER APPROVAL LISTING, Batch # 18-21.5
May

GENERAL FUND		
	COMPUTER PREPARED	938,104.05
	BOND ACCOUNT PAYMENTS	-
	VOIDED WARRANT(S) / ELECTONIC PAYMENT(S)	-
	PAYROLL	
	ELECTRONIC PAYMENTS	399,573.91
		-
	TOTAL GENERAL FUND WARRANTS, BOND ACCOUNT WARRANTS & ELECTRONIC PAYMENTS:	<u>1,337,677.96</u>

General Fund Warrants Issued: 087041-087207
Electronic Payments Issued: 001072-001086
Bond Account Warrants Issued:
Payroll Warrants Issued:
Voiced Warrant(s):
Voiced Electronic Payment(s):
Zero Warrants: 001052

We the undersigned Board of Commissioners of the Port of Olympia, Olympia Washington, do hereby authorize the issuance of the warrants described above.

Total Warrants: \$1,337,677.96

Warrants over \$200,000: 087147- Dalton, Olmsted & Fuglevand, Inc.- \$240,301.12
001073-Leasehold Tax- \$232,932.65

Amy Harding, Commission President

Joe Downing, Commission Vice President

Sam Gibboney, Executive Director

Charles Iyall, Commission Secretary

PORT OF OLYMPIA
VOUCHER APPROVAL LISTING
May

Batch #:
18

WARRANTS ISSUED:	WARRANT NUMBERS:	
COMPUTER PREPARED issued week ending 05/05/23		220,727.74
COMPUTER PREPARED	087041-087084	
Voided Warrant(s)		
Zero Warrant(s)	001052	

PROJECTS:
COMPUTER PREPARED
Voided Warrant(s)

ELECTRONIC PAYMENTS:	ACH NUMBERS:	
Electronic Payments, issued week ending 05/05/23		<u>259,036.91</u>
COMPUTER PREPARED	001072-001075	
Voided Warrant(s)		

TOTAL WARRANTS \$ 479,764.65

RCW 42.24.080: "I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished the services rendered or the labor performed as described herein, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims".



Matt Peach, Controller

PORT OF OLYMPIA
VOUCHER APPROVAL LISTING
May

Batch #:
19

WARRANTS ISSUED:	WARRANT NUMBERS:	
COMPUTER PREPARED, Issued week ending 05/12/23		255,158.27
COMPUTER PREPARED	087085-087129	
Voided Warrant(s)		
Zero Checks		
PROJECTS:		
COMPUTER PREPARED		-
Voided Warrant(s)		-
ELECTRONIC PAYMENTS:	ACH NUMBERS:	
Electronic Payments, issued week ending 05/12/23		84,537.13
COMPUTER PREPARED	001076-001081	
Voided Warrant(s)		
		<hr/>
	TOTAL WARRANTS	<u>\$ 339,695.40</u>

RCW 42.24.080: "I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished the services rendered or the labor performed as described herein, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims".



Matt Peach, Controller

PORT OF OLYMPIA
VOUCHER APPROVAL LISTING
May

Batch #:
20


WARRANTS ISSUED:	WARRANT NUMBERS:	
COMPUTER PREPARED, Issued week ending 05/19/23		424,129.34
COMPUTER PREPARED	087130-087182	
Voided Warrant(s)		
Zero Checks		

PROJECTS:
COMPUTER PREPARED
Voided Warrant(s)

ELECTRONIC PAYMENTS:	ACH NUMBERS:	
Electronic Payments, issued week ending 05/19/23		8,719.61
COMPUTER PREPARED	001082	
Voided Warrant(s)		

TOTAL WARRANTS \$ 432,848.95

RCW 42.24.080: "I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished the services rendered or the labor performed as described herein, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims".



Matt Peach, Controller

PORT OF OLYMPIA
VOUCHER APPROVAL LISTING
May

Batch #:
21

WARRANTS ISSUED:	WARRANT NUMBERS:	
COMPUTER PREPARED issued week ending 05/26/23		32,159.99
COMPUTER PREPARED	087183-087205	
Voided Warrant(s)		
Zero Checks		-
PROJECTS:		
COMPUTER PREPARED		-
Voided Warrant(s)		-
ELECTRONIC PAYMENTS:	ACH NUMBERS:	
Electronic Payments, issued week ending 05/26/23		<u>19,107.35</u>
COMPUTER PREPARED	001083-001085	
Voided Warrant(s)		
	TOTAL WARRANTS	<u>\$ 51,267.34</u>

RCW 42.24.080: "I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished the services rendered or the labor performed as described herein, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims".



Matt Peach, Controller

PORT OF OLYMPIA
VOUCHER APPROVAL LISTING
May

Batch #:
21.5

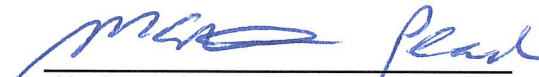
WARRANTS ISSUED:	WARRANT NUMBERS:	
COMPUTER PREPARED issued week ending 05/31/23		5,928.71
COMPUTER PREPARED	087206-087207	
Voided Warrant(s)		
Zero Warrant(s)		

PROJECTS:
COMPUTER PREPARED
Voided Warrant(s)

ELECTRONIC PAYMENTS:	ACH NUMBERS:	
Electronic Payments, issued week ending 05/31/23		<u>28,172.91</u>
COMPUTER PREPARED	001086	
Voided Warrant(s)		

TOTAL WARRANTS \$ 34,101.62

RCW 42.24.080: "I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished the services rendered or the labor performed as described herein, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims".



Matt Peach, Controller

COVER MEMO

Briefing Date: June 26, 2023

Staff Contact/Title: Ben McDonald, Human Resources & Admin Director,
benm@portolympia.com; 360-528-8003

Subject: Executive Director Compensation

Purpose: Information Only Decision Needed

Background/Overview:

As part of the annual performance review process for the Executive Director, the Commission is tasked with determining the compensation for the Executive Director.

Staff Recommendation:

N/A

EXECUTIVE DIRECTOR COMPENSATION

June 26, 2023

Ben McDonald

Human Resources & Administrative Director

1

BACKGROUND

The 2022 performance review for the Executive Director was recently completed. As part of the annual performance review, the Commission is tasked with determining the compensation for this position.

2

2

SAMPLE MOTION

“...move to increase the executive director’s pay by 4% retroactive to January 1, 2023, which is when all other Port employees received their general wage increase.”

3



3

COVER MEMO

Briefing Date/Time: June 26, 2023

Staff Contact/Title: James Sommer, Capital Assets Program Manager
360.528.8005, james@portolympia.com)

Subject: Moffatt & Nichol Consultant Agreement Award
MARAD PIDP Grant Agreement No. 2023-1021

Purpose: Information Only Decision Needed

Background/Overview:

The U.S. Department of Transportation Maritime Administration (MARAD) has several grant programs, including the Port Infrastructure Development Program (PIDP) that are available to ports on a competitive basis, nation-wide. Following adoption of the Infrastructure Investment and Jobs Act (a.k.a. the Bipartisan Infrastructure Law), MARAD has issued a Notice of Funding Opportunity (NOFO) for \$450,000,000 in grant funds to support coastal seaports, inland river ports and Great Lakes ports. This year's funding allocation represents a significant increase from the FY 2021 amount of \$230,000,000. Through Congressional action and other program directives, the PIDP grants traditionally identify a certain percentage of the overall funding allocation that is to be used exclusively for small ports (defined as an average annual tonnage of cargo for the preceding 3 calendar years that is less than 8,000,000 short tons), and a further percentage set aside for small projects (less than or equal to \$11,250,000 in requested grant funds) at small ports. The Port of Olympia qualifies as a small port, and this year's proposed project fell within the definition of a small project.

The PIDP program purpose and objectives are reflective of priorities related to strengthening America's supply chain, addressing the climate crisis and addressing environmental justice concerns for historically disadvantaged or overburdened communities. To that end, MARAD wants to fund projects that seek to reduce greenhouse gas emissions, incorporate electrification or zero emission infrastructure, increase a port's resilience to climate-related hazards, reduce pollution from port operations and minimize impacts to the climate and surrounding communities. This year's new eligibility requirement emphasizes the importance of a port's ability to prepare for, withstand and recover from a broad range of external influences that can delay or disrupt port operations that adversely impact the nation's supply chains.

The Port of Olympia was notified that we had been selected as a recipient of the MARAD FY2022 PIDP grant. The Port of Olympia has been allocated funds for the following project components.

COMPONENT	PIDP FUNDS	NON-FEDERAL FUNDS	TOTAL FUNDS
Engineering & Design	\$450,000	\$150,000	\$600,000
Terminal Paving Repair Area A	\$137,545	\$45,848	\$183,393
Terminal Paving Repair Area B	\$1,073,566	\$357,855	\$1,431,421
Birth 1 Repair	\$5,341,352	\$1,780,451	\$7,121,803
Maintenance Facility Upgrade	\$1,071,776	\$357,259	\$1,429,035
Totals	\$9,270,918	\$3,090,306	\$12,361,224

On April 7, 2023 the Port of Olympia issued a request for qualifications (No. 2023-2021) for engineering design, architectural design, environmental review & permitting for implementation of the MARAD FY 2022 PIDP Grant No. 693JF72344003. On May 4th, 2023 the Port of Olympia received the lone submitted state of qualifications from Moffat & Nichol.

Moffatt & Nichol (M&N) is offering the Port a team that is familiar with the Port and has a long history working together. Many of these firms are working on the Budd Inlet Remediation (BIR) project. Team members include: Dalton, Olmsted, Fuglevand, Inc. (DOF) for contaminated soils, Grette Associates LLC (Grette) for habitat/regulatory support, Landau Associates, Inc. (Landau) for geotechnical and environmental review support, Thomas Architecture Studio (TAS) for planning and design of maintenance buildings, AKS Engineering & Forestry (AKS) for surveying, and Advanced Materials Services (AMS) for pavement. The knowledge the team brings will be critical to the time sensitive nature of the implementation of the Port's MARAD-funded Marine Terminal Improvements. Key elements from the M&N proposal were:

- The Right Team that Offers Port Expertise, Experience, and Knowledge. Our team has a history working with the Port and is currently working on the BIR project which complements the MARAD-funded Marine Terminal Improvements.
- MARAD NEPA and Grant Experience. M&N has completed five MARAD National Environmental Policy Act (NEPA) Environmental Assessments (EAs) and is working on another five around the U.S., including within Washington state. Two efforts within Washington state (one with Landau) also

include grant management support. M&N has applied for, facilitated, and managed virtually every port-related grant program in the industry, including the PIDP.

- MARAD Staff Relationships. M&N knows MARAD staff personally and understands environmental and design risk concerns and pre-award and post-obligation requirements.
- Experienced Project Management Team. Matt Perry, Project Manager and Shane Phillips, Project Director are working with the Port on the BIR project. Shane has a successful history with the Port completing at least five projects.

Documents Attached:

- PowerPoint Presentation

Staff Recommendation:

Staff recommends the Commission authorize the Executive Director to execute the Moffatt & Nichol Consultant Agreement for the MARAD PIDP Grant Agreement No. 2023-1021, as presented, at the next Commission meeting on July 10, 2023.

This Commission action is planned for the Consent Agenda.



Moffatt & Nichol Consultant Agreement Award MARAD PIDP Grant Agreement No. 2023-1021

JUNE 26, 2023
JAMES SOMMER
CAPITAL ASSETS PROGRAM MANAGER

1

PIDP Grant Program

Definitions

- MARAD: U.S. DOT Maritime Administration
- PIDP: MARAD Port Infrastructure Development Program

2



2

PIDP Grant Program

Port of Olympia – 2022 Grant Submission

- Three components, based on Port's 2019 Asset Assessment
 - Marine Terminal Berthing
 - 175,580 SF, 3 Berths, 1504 concrete driven piles
 - Berth 1: corrosion in the concrete pile caps
 - Proposed repair: extends useful life 25 years
 - Marine Terminal Paving
 - 62 acres, built on fill, heavy machinery and log storage
 - Proposed paving: reconstruction and grind/overlay
 - Maintenance Facility
 - 4,000 SF tall bay shop, one-story accessory/office building
 - Both are in significant disrepair
 - Proposed: tear down and replace

3



3

PIDP Grant Program

Port of Olympia - Grant Award

FY 2022 Application & Award	
Total Project Cost	\$12,361,225
PIDP Grant Funds	\$ 9,270,919
Port Funds	\$3,090,306*
Project Elements	
Berth 1 Repair	\$1,738,802
Terminal Paving	\$8,886,008
Maintenance Facility	\$1,736,415

* 25% match

4



4

PIDP Grant Program

Port of Olympia - Grant Support

- MARAD FY 2022 PIDP Grant No. 693JF72344003
- Port RFQ for engineering and grant administration April 2023
- Moffatt & Nichol only responsive bidder
- Moffatt & Nichol will provide the following tasks:
 - Implementation
 - Project management
 - Meeting support for MARAD and stakeholders
 - Engineering, environmental review, permitting, and architectural assistance as necessary
 - Competitive bid process assistance

5



5

PIDP Grant Program

Port of Olympia – Professional Services Contract

Consultant	Agreement	Term	Not-To-Exceed
Moffat & Nichol	Original	July 10, 2023 through December 31, 2026 estimated	TBD

6




6

Next Steps...

Award consultant agreement, as presented, at the July 10, 2023 regular Port Commission meeting as a consent agenda item.


7



7

QUESTIONS

8



8

COVER MEMO

Briefing Date: June 26, 2023

Staff Contact/Title: Rudy Rudolph, Operations Director, 360 584-4126,
rudyr@portolympia.com

Subject: Port of Olympia Resolution Supporting CL-DE
Restoration

Purpose: Information Only Decision Needed

Background/Overview:

The Port Commission has asked staff to provide a draft resolution for Commission consideration.

Documents Attached:

Draft Resolution

DRAFT
June 26, 2023

A RESOLUTION OF THE PORT OF OLYMPIA COMMISSION SUPPORTING A WATERSHED-WIDE COORDINATED APPROACH TO RESTORING THE DESCHUTES RIVER, DESCHUTES RIVER ESTUARY, AND BUDD INLET.

WHEREAS the Port of Olympia's vision is, through continual improvement in practices and stewardship, to become an environmentally sustainable Port for current and future generations;

WHEREAS the Port of Olympia cargo operations, recreational boating marinas, and boat repair activities are an economic engine that contributes jobs to the local economy, generates local business revenue, and supports the local tax base;

WHEREAS the Port of Olympia recognizes the environmental sustainability of Budd Inlet relies on the stewardship of the broader Deschutes watershed, and the health of the broader Deschutes watershed similarly relies on the stewardship of Budd Inlet;

WHEREAS the Deschutes Watershed and Budd Inlet have long-standing cultural and spiritual significance to local tribes, particularly the Squaxin Island Tribe. The Squaxin Island Tribe also has usual and accustomed fishing, hunting, and gathering areas in this territory pursuant to the 1854 Treaty of Medicine Creek.

WHEREAS historically Budd Inlet and the Deschutes River were connected by the Deschutes Estuary, where freshwater from the Deschutes River mixed with saltwater from Budd Inlet over extensive tidal flats until the waterbodies were separated by the construction of the 5th Avenue Dam and the creation of Capitol Lake;

WHEREAS Capitol Lake and Budd Inlet are on the federal Clean Water Act (CWA) Section 303(d) list of impaired waters that do not meet Water Quality Standards, in part due to low dissolved oxygen (DO) levels caused by sediment accumulation and algae blooms in Capitol Lake;

WHEREAS the Department of Ecology has issued a draft CWA Maximum Daily Load (TMDL) rule for Budd Inlet and Capitol Lake to limit sources contributing to low DO;

WHEREAS the Department of Enterprise Services has completed a Final Environmental Impact Statement (EIS) for the Capitol Lake – Deschutes Estuary Long Term Management Project, which evaluated alternatives for the long-term management of the water body;

WHEREAS the Department of Enterprise Services EIS determined that the Estuary Alternative, which includes removal of the 5th Avenue dam and returning Capitol Lake to an estuary, is the Preferred Alternative for long-term management and to meet Water Quality Standards;

WHEREAS the Port of Olympia recognizes that its partners are deeply invested in the health of the Deschutes watershed and Budd Inlet and that many have participated in the stakeholder process for the Environmental Impact Statement and development of the Capitol Lake – Deschutes Estuary Long-Term Management Project (CL-DE LTMP);

WHEREAS the Port and other stakeholders participated in the Funding and Governance Work Group CL-DE LTMP, which developed a Memorandum of Understanding for long-term governance of the constructed assets within the Deschutes Estuary, and for shared funding of the maintenance dredging of increased sediment from the Estuary Alternative, through 2050;

WHEREAS the navigation channel(s) and turning basin in Budd Inlet are federal assets managed by the U.S. Army Corps of Engineers and are facing sediment accumulation that impairs vessel traffic;

WHEREAS marine sediments in Budd Inlet contain elevated levels of contaminants of concern such as dioxin and cPAH (carcinogenic polycyclic aromatic hydrocarbons) from historic industrial operators, which the Port is investigating under the terms of a Department of Ecology Agreed Order under the Model Toxics Control Act (MTCA);

WHEREAS the U.S. Army Corps of Engineers has stated that authority is lacking to expend the federal funds designated for maintenance dredging in a federal navigation channel when that area has been identified as a contaminated site under MTCA;

WHEREAS implementing the Estuary Alternative will improve the health of the Deschutes watershed and restore the ecological connection between the Deschutes River and Budd Inlet, including natural sediment flows from Capitol Lake to Budd Inlet, which will likely impact downstream assets including the federal navigation channel;

WHEREAS the success of both the Estuary Alternative and the Budd Inlet sediments cleanup project depends on coordinating the timing, design, and governance of each project as the projects affect shared resources;

NOW, THEREFORE, BE IT RESOLVED that the Port of Olympia Commission hereby expresses its support for a watershed-wide approach to the restoration of Budd Inlet, the Deschutes River, and the Deschutes Estuary. The Port of Olympia believes the Capitol Lake-Deschutes Estuary Long-Term Management Plan Estuary Alternative and Budd Inlet sediment remediation can be implemented with mutual support among the parties involved and with costs and benefits equitably distributed. As such, the Port of Olympia Commission supports opportunities to coordinate and ensure that the Port of Olympia and its partners address contaminated sediment in Budd Inlet to clear the way for the Long-Term Management Plan Estuary Alternative in order to restore the health of Budd Inlet and maintain a thriving and accessible working waterfront.