



**PORT OF KINGSTON**

Serving what matters today, with a view for tomorrow.

**Port of Kingston Board of Commissioners  
Special Meeting Agenda**

**December 8, 2020 – 9:30 a.m. to 10:30 a.m.**

**Meeting called by:** Port of Kingston Commissioners  
**Type of meeting:** Special Meeting  
**Location:** Join Zoom Meeting  
<https://us02web.zoom.us/j/82749401301>  
Meeting ID: 827 4940 1301  
Dial by your location +1 253 215 8782 US (Tacoma)

Welcome to the December 8, 2020 Special Meeting of the Kingston Port Commission. Comments from those in attendance will be allowed upon recognition of the Chair. Please identify yourself by stating your name.

If you would like to be added to the agenda for a future meeting, please contact the Port Office at least one week prior to the regularly scheduled meeting. Please submit your documents and/or presentations at the time of your request.

*This is a preliminary agenda and is subject to change.*

**Agenda Topics**

**1. CALL TO ORDER**

**2. APPROVAL OF AGENDA**

**3. ACTION ITEMS:**

- A. Approve Resolution 12-01-2020 to Approve Award Contract for Kingston Active Traffic Management – SR104 Holding Lanes Project.
- B. Approve Resolution 2020-12-02 Interlocal Agreement with Kitsap County for SR104 Active Traffic Mgt System.
- C. Approve Resolution to Approve Contract to Conduct an Engineering Dive Survey of The Breakwater

**4. NEXT REGULAR MEETING:** December 16<sup>th</sup> at 1:00 p.m. via Zoom

**5. ADJOURN**

Port of Kingston  
Kitsap County, WA

**RESOLUTION NO. 12-01-2020**

A Resolution of the Commission of the Port of Kingston

**RESOLUTION TO APPROVE AWARD CONTRACT FOR KINGSTON ACTIVE TRAFFIC MANAGEMENT – SR104 HOLDING LANES PROJECT**

**WHEREAS**, The Port of Kingston has a direct interest to improve the safety and operation of all transportation along the SR104, through and around the Kingston community, and throughout the Port district.

**WHEREAS**, The Port of Kingston is the contract manager and administrator of the designated funding.

**WHEREAS**, The Port of Kingston has received a scope of work to develop a planning level project and cost estimate for the Kingston Active Traffic Management project. The project will look at building shoulder lane(s) along the SR104 frontage and “Right of Way”, holding lanes on the WSDOT and Kitsap County owned property along SR104 & Lindvog intersection, and utilizing full time active traffic management (ATM) to manage ferry traffic through Kingston.

**WHEREAS**, The Port of Kingston commission approved a previous on November 4, 2020 with a spending limit of \$28,000 and hereby amends that resolution.

**THEREFORE BE IT RESOLVED**, by the Commissioners for the Port of Kingston hereby grant authority to the Executive Director, Greg Englin, to execute the contract for Kingston Active Traffic Management – SR104 Holding Lanes with a spending authority not to exceed \$30,000.00.

Passed by the Board of Commissioners for the Port of Kingston, Kitsap County, Washington at a regular meeting held this 8<sup>th</sup> day of December, 2020.

**PORT OF KINGSTON  
KITSAP COUNTY, WASHINGTON**

\_\_\_\_\_  
Steve Heacock, Commissioner

\_\_\_\_\_  
Attest: Greg Englin, Executive Director

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Mary McClure Commissioner

\_\_\_\_\_  
Laura Gronnvoll, , Commissioner



Project PROMO HRS - SR 104 Ferry Holding Planning  
 Client Port of Kingston  
 PM Patricia Buchanan

Contract Start Date 1/18/2021  
 Contract End Date 7/19/2022  
 Contract Duration: 18 Months

Last Update date 12/2/2020  
 Perteet Project No. 20190109.001.P  
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Task	Billing Rate	Sr. Associate	Sr. Engineer / Mgr	Sr. Engineer / Mgr	Lead Engineer / Mgr	Engineer II	Engineer II	Lead Technician/ Designer	Accountant	Clerical	Total Hours	Labor Dollars
		\$205.00	\$190.00	\$190.00	\$165.00	\$125.00	\$125.00	\$125.00	\$95.00	\$85.00		
Task 1 - Project Management		8.00		18.00	8.00				4.00	4.00	42.00	\$7,100.00
<b>Total Task 1 - Project Management</b>		<b>8.00</b>	<b>0.00</b>	<b>18.00</b>	<b>8.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4.00</b>	<b>4.00</b>	<b>42.00</b>	<b>\$7,100.00</b>
Task 2 ATMS Development		20.00	6.00			16.00					42.00	\$7,240.00
<b>Total Task 2 ATMS Development</b>		<b>20.00</b>	<b>6.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>42.00</b>	<b>\$7,240.00</b>
Task 3 Concept Site Design & Estimate				8.00	12.00		36.00	24.00			80.00	\$11,000.00
<b>Total Task 3 Concept Site Design &amp; Estimate</b>		<b>0.00</b>	<b>0.00</b>	<b>8.00</b>	<b>12.00</b>	<b>0.00</b>	<b>36.00</b>	<b>24.00</b>	<b>0.00</b>	<b>0.00</b>	<b>80.00</b>	<b>\$11,000.00</b>
Task 4 Summary Memo				8.00	16.00					4.00	28.00	\$4,500.00
<b>Total Task 4 Summary Memo</b>		<b>0.00</b>	<b>0.00</b>	<b>8.00</b>	<b>16.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4.00</b>	<b>28.00</b>	<b>\$4,500.00</b>
<b>Total Hours</b>		<b>28.00</b>	<b>6.00</b>	<b>34.00</b>	<b>36.00</b>	<b>16.00</b>	<b>36.00</b>	<b>24.00</b>	<b>4.00</b>	<b>8.00</b>	<b>192.00</b>	
<b>Total Dollars</b>		<b>\$5,740.00</b>	<b>\$1,140.00</b>	<b>\$6,460.00</b>	<b>\$5,940.00</b>	<b>\$2,000.00</b>	<b>\$4,500.00</b>	<b>\$3,000.00</b>	<b>\$380.00</b>	<b>\$680.00</b>		<b>\$29,840.00</b>

SUMMARY		
Labor		\$29,840.00
Expenses		\$0.00
Subconsultants		\$0.00
<b>CONTRACT TOTAL</b>		<b>\$29,840.00</b>

**Scope of Work**

Kingston Active Traffic Management and SR104 Holding Lanes

December 2020

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Port of Kingston

## INTRODUCTION

The Kingston-Edmonds Ferry, while operated by WSF, is part of a larger, regional transit and community system that includes WSF, WSDOT, Kitsap Transit, Kitsap County, Port of Kingston (“Project Partners”) and the Kingston community and businesses. The operations of any one of these system elements can have positive, and negative, effects on the others. As is the subject of this study, ferry vehicle traffic “backs up” on SR 104 through Kingston’s downtown and up to Lindvog Road NE.

Previous work analyzed and provided 30% plans and opinion of cost for utilizing Active Traffic Management Systems (ATMS) and a remote holding lot at the southwest corner of SR 104 and Lindvog Road NE to manage ferry traffic within Kingston. The construction cost of these improvements was estimated at approximately \$10 million. Due to the large amount of funds required, other lower cost improvements are being sought by the Project Partners to compete for a grant of up to an assumed maximum of \$1.4 million.

The intent of this phase is to produce conceptual plans and cost estimate for an ATMS and improvements along SR 104 just west of Lindvog Road NE to manage eastbound Washington State Ferry (WSF) traffic through Kingston. The project will utilize the existing or expanded shoulder/holding lane in conjunction with active traffic management techniques, including (but not limited to) detection on the ferry dock and at the toll booths, license plate reader cameras (or other system) at the holding lane area and near the ferry dock to track vehicles, lane control signs (either electronic or static), and system controllers to manage holding and release of vehicles to the ferry toll booths.

The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of the CLIENT and CONSULTANT, provided that the total contracted amount is not exceeded. The CONSULTANT will have the flexibility to manage budget within a given discipline on a subtask level.

## SCOPE OF SERVICES

### Task 1 – Project Management

Since the partners on this phase are expected to be the same as the previous phase, a reduced project management effort is expected. As the first order of work, Perteet (CONSULTANT) will schedule a brief kickoff workshop to discuss the following:

- Project goal, budget and schedule.
- Team organization with key contacts, project stakeholders, and team responsibilities.
- Communication protocol.
- Preliminary site concept sketch.
- Preliminary concept for holding lane ingress and egress.
- Preliminary ATMS sketch.

Because of the schedule and fee, no additional project management or communication plans will be prepared.

As part of the project, the CONSULTANT will prepare monthly progress reports that describe the work items and percentage of work items that were accomplished during a given month, as well as a forecast of work to be completed over the following month. The monthly progress reports will also identify any other issues or problems that may occur in any given month. The CONSULTANT will submit these monthly progress reports to the Project

Manager with the monthly invoices. The CONSULTANT Project Manager will notify the Project Manager, in writing (memo format), of any out of scope and/or budgetary issues that are inconsistent with this Scope of Work.

The Project Manager and the CONSULTANT will hold project coordination calls. At least two of the coordination calls (at Pre-raft and Final document review) will include the project's technical advisor group (extended group beyond the Project Partner representatives). The Project Manager will be responsible for coordinating the technical advisor group workshops.

#### Work Elements:

- Prepare minutes for kickoff workshop.
- Facilitate project kickoff workshop.
- Prepare monthly progress reports/invoices.
- Coordination calls with the Project Manager.
- Facilitate Technical Advisor Group workshops.
- Prepare minutes for Technical Advisor Group workshops.

#### Assumptions:

- This contract duration shall be no longer than four (4) months, roughly January 2021 through April 2021.
- All project workshops will be held virtually.
- Coordination calls with the Daily Work/Project Manager will be ~1/2 hour long and occur as needed (assume maximum of 5 calls).
- The technical advisor group workshops will be 1.5 hours long (maximum of three workshop/meetings, including Kick-off Workshop #1, Draft Concept and Outline Document Review Workshop #2, Final Edits and Document Review Workshop #3. One additional workshop may be scheduled if needed between workshops #2 and #3 and would require additional budget to perform if deemed necessary). Assume 3 people from Perteet will attend.
- Agenda for workshops will be prepared by the Daily Work/Project Manager.
- Deliverables for Kick-off/Workshop #1 includes a sketch site concept, concept for holding lanes ingress and egress, ATM sketch modified for the reduced lane approach and a criteria list.
- Workshop #2 will focus on the site draft, recommended concept and outline supporting documents.
- Workshop #3 will be a review of changes in the final documents that were previously submitted to and reviewed by the Technical Advisor Group.

#### Deliverables:

- Workshop Minutes
- Monthly progress report and invoice

## Task 2 – Active Traffic Management System Development

The intent of this task is to develop a scaled-down active traffic management system (ATMS) concept from the original full lot design effort. This work is expected to develop a tally/tracking system to replace Washington State Patrol (WSP) officers under most queuing conditions. This work is also intended to utilize detection, signing, and signaling tools to create an efficient and safe operating system.

## Work Elements:

- Determine automated tally/tracking system to ensure “first-in, first-out” operations at the holding lane(s). This system may utilize license plate reader cameras and signalization tools. Toll booths or ticket dispenser type of infrastructure are not preferred.
- Develop a concept of a scaled-down active traffic management system (ATMS) with a reduced holding area. This ATMS is expected to utilize data from on-road detection
- Develop concept of improvements for the system. This may be represented by flow charts and/or aerial photos with callouts of existing and proposed equipment.
- Coordinate with technology vendors such as Western Systems or Advanced Traffic Products to determine products able to provide the required services. This coordination would also include information for the development of the cost estimate.
- Integrate ATMS with signal operations at the SR 104 – Lindvog intersection as needed.
- Identify and coordinate integration of intelligent transportation system (ITS) infrastructure and WSDOT/WSF traffic management operations, to include systems capability with existing WSDOT ATMS.
- ATMS designs will look to, but is not bound by, the ability to expand to support the potential future construction/operations of the Lindvog Holding Area project.
- Coordinate with WSDOT on Systems Engineering Process (Design Manual 1050). Documentation within this Scope is limited to the Concept of Operations (and prior steps) stage of the Systems Engineering Process.

## Assumptions:

- No additional traffic data will be collected. All data will be from the initial work conducted for the remote holding lot effort.
- No additional operational analysis will be conducted.
- ATMS and Holding Lanes are assumed to be in operation at all times. Final determination of operational time will be made during preliminary engineering. Where possible, potential differences in infrastructure to support part-time use will be identified in the text as discussion with costs based on prior work. No new work will be completed for the intermitted use scenario.

## Deliverables:

- Draft ATMS Technical Memorandum
- Final ATMS Technical Memorandum

### Task 3 – Final Conceptual Site Design and Cost Estimate

The intent of this task is to develop the recommended concept into concept level plans that will include site layout, access and right-of-way access/improvements, grading, paving, stormwater, active traffic elements in a “sketch” type of drawing which can be utilized in grant applications for funding.

## Work Elements:

- Develop a recommended site concept. This includes:
  - The site concept will look for designs that can be incorporated in potential future construction/operations of the Lindvog Holding Area project; however, design and operational

priorities such as cost, project delivery risks, and operations will be prioritized in project design. The concept development is anticipated to be an iterative process working towards a single preferred concept. The initial basis to determine the constructible area includes: limited or no impacts to the existing wetlands, \$1.4M maximum design and construction budget target (other TIB grants may be available), ability to integrate with future full lot, minimizes site walls and other constraints to be determined that could be considered excessive and not easily developed. Potential other limiting factors may include stormwater management requirements, wetland mitigation requirements, or others.

- Identify the “easily developed” buildable envelope within SR 104 ROW and adjacent WSDOT/Kitsap County properties.
- Ferry holding lane(s) layout based on “easily developed” buildable envelope constraints.
- The holding lane(s) concept will be modified/scaled based on cost constraint and operational assumptions. If the “easily developed buildable envelope” can efficiently support additional holding lane beyond the “cost constrained” design, the additional lane(s) will be shown as possible expansion lane(s), in concept only. These will not be designed or costed separately.
- Holding lanes ingress/egress to SR 104 mainline and/or SR 104 intersection with Lindvog.
- Site improvements as needed for the holding lane(s) to include illumination, stormwater, and ATMS.
- No shoulder borings are anticipated. Unless indicated by WSDOT, design/cost estimates will assume existing shoulders do not meet WSDOT holding lane pavement depth requirements.
- Mitigation measures or areas (if required)
- Prepare site concept plans:
  - Assume up to 5 sheets showing necessary equipment. This work may be placed on a combination of survey from the previous phase and aerial photos.
- Assess anticipated scope/level of effort required during the final design stage to satisfy requirements for the following project elements:
  - Drainage
  - Illumination
  - WSDOT and other agency approvals
  - Environmental impacts, compliance, and permitting
- Prepare quantities for cost estimating
- Prepare planning-level cost estimate including the following:
  - Construction costs
  - Right-of-Way
  - Preliminary Engineering
  - Construction Management
  - Agency administration expenses

#### Assumptions:

- One preferred concept plan will be developed based on discussions with the Project Manager and technical advisory group.
- Cost estimate will be inflated as necessary for design and construction year 2024.



## Deliverables:

- Draft and Final Concept Plan
- Draft and Final Planning-Level Opinion of Cost Estimate

## Task 4 – Summary Memorandum

The intent of this task is to produce a summary document that can be included in grant applications to describe the project need, anticipated benefits, analysis methodology, and analysis findings associated with the work in Tasks 2 and 3 of this phase of the project and the overall Remote Holding Lot assessment from the prior phase.

## Work Elements:

- Document key project elements relevant to grant pursuits in a summary memorandum that includes the following:
  - Description of project need
  - Analysis methodology
  - Recommended near-term improvement and associated benefits
  - Outstanding items to be resolved during final designs
  - Concept plan, as an appendix to the memorandum
  - Planning-level opinion of cost, as an appendix to the memorandum

## Deliverables:

- Summary Memorandum

### Time for Completion

Tasks 2 through 4 will be completed in 120 calendar days from issuance of the notice to proceed.

## Assumptions:

- No additional data will be gathered as part of this effort. Data obtained during the first part of this work will be utilized in the development of a conceptual alternative.
- No new traffic models, VISSIM or other, will be developed for this effort.
- Project will use or improve the shoulder along the frontage of the remote holding lot property.

Port of Kingston  
Kitsap County, WA

**RESOLUTION NO. 11-04-2020**

A Resolution of the Commission of the Port of Kingston

**RESOLUTION TO APPROVE AWARD CONTRACT FOR ACTIVE TRAFFIC MANAGEMENT – SR104  
HOLDING LANES**

**WHEREAS**, The Port of Kingston has a direct interest to improve the safety and operation of all transportation along the SR104, through and around the Kingston community, and throughout the Port district.

**WHEREAS**, The Port of Kingston is the SR 104 Lindvog Ferry Holding Lot project manager and administrator of the designated funding.

**WHEREAS**, The Port of Kingston has received a scope of work to develop a planning level project and cost estimate for the Lindvog “Quick action” project. The project will look at building shoulder lane(s) along the Lindvog SR 104 frontage/ROW and utilizing full time active traffic management (ATM) to manage ferry traffic through Kingston.

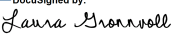
**THEREFORE BE IT RESOLVED**, by the Commissioners for the Port of Kingston hereby grants authority to the acting project manger and Executive Director, Greg Englin to execute the contract for active traffic management – SR104 holding lanes with a spending authority not to exceed \$28,000.00

Passed by the Board of Commissioners for the Port of Kingston, Kitsap County, Washington at a regular meeting held this 18<sup>th</sup> day of November, 2020.

**PORT OF KINGSTON  
KITSAP COUNTY, WASHINGTON**

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Steve Heacock, Commissioner

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Mary McClure Commissioner

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Laura Gronnvoll, , Commissioner

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Greg Englin, Executive Director

Port of Kingston  
Kitsap County, WA

**RESOLUTION NO. 12-02-2020**

A Resolution of the Commission of the Port of Kingston

**RESOLUTION TO APPROVE INTERLOCAL AGREEMENT WITH KITSAP COUNTY AND OTHER AGENCIES FOR KINGSTON ACTIVE TRAFFIC MANAGEMENT – SR104 HOLDING LANES PROJECT**

**WHEREAS**, The Port of Kingston has a direct interest to improve the safety and operation of all transportation along the SR104, through and around the Kingston community, and throughout the Port district,

**WHEREAS**, The Port of Kingston is the contract manager and administrator of the designated funding,

**WHEREAS**, The Port of Kingston has received a scope of work to develop a planning level project and cost estimate for the Kingston Active Traffic Management project. The project will look at building shoulder lane(s) along the SR104 frontage and “Right of Way”, holding lanes on the WSDOT and Kitsap County owned property along SR104 & Lindvog intersection, and utilizing full time active traffic management (ATM) to manage ferry traffic through Kingston,

**WHEREAS**, The Port of Kingston commission approved a resolution on December 8, 2020 with a spending limit of \$30,000.00

**WHEREAS**, The Port of Kingston desires to partner with other agencies to develop traffic solutions and share in funding with Kitsap County, Washington State Department of Transportation, Kitsap Transit and other agencies

**THEREFORE BE IT RESOLVED**, by the Commissioners for the Port of Kingston hereby grant authority to the Executive Director, Greg Englin, to negotiate and execute an interlocal agreement with Kitsap County and other public agencies for support and implementation of Kingston Active Traffic Management System – SR104 Holding Lanes Project.

Passed by the Board of Commissioners for the Port of Kingston, Kitsap County, Washington at a regular meeting held this 8<sup>th</sup> day of December, 2020.

**PORT OF KINGSTON  
KITSAP COUNTY, WASHINGTON**

\_\_\_\_\_  
Steve Heacock, Commissioner

\_\_\_\_\_  
Attest: Greg Englin, Executive Director

\_\_\_\_\_  
Mary McClure Commissioner

\_\_\_\_\_  
Laura Gronnvoll, , Commissioner

**INTERLOCAL AGREEMENT BETWEEN  
KITSAP COUNTY AND THE PORT OF KINGSTON  
FOR COOPERATIVE PARTISIPATION IN THE  
SR104 HOLDING LANES – ATMS DESIGN PROJECT**

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THIS INTERLOCAL AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, (“the Agreement”), on the day \_\_\_\_ of \_\_\_\_, 2021, by and between Kitsap County (“County”), a municipal corporation and political subdivision of the State of Washington, and the Port of Kingston (“Port”), a municipal corporation of the State of Washington, (individually “the Party” and collectively “the Parties”).

**WHEREAS**, Revised Code of Washington Section 39.34.030 authorizes cooperative efforts between public agencies; and

**WHEREAS**, the Kingston- Edmonds ferry route handles the second highest annual volume of vehicles and drivers (over 2 million vehicles) and the third highest volume of additional passengers (1.9 million) in the Washington State Ferry system; and

**WHEREAS**, during peak and near-peak periods, the on-dock ferry terminal holding area experiences processing delays without notice and fills to maximum capacity; and

**WHEREAS**, Washington State Ferry traffic queues on SR 104 through Kingston, creating unsafe conditions, congestion, and blocks movement within Kingston; and

**WHEREAS**, Kitsap County, Port of Kingston, Washington State Department of Transportation, and other agencies wish to work cooperatively to identify a project concept to improve or expand the ferry holding area within the SR 104 right-of-way west of Lindvog Road NE and adjacent public properties and to utilize an Active Traffic Management System (ATMS) to manage Washington State Ferry traffic movement within Kingston; and

**WHEREAS**, the Port of Kingston will administer the consultant contract for the project and multiple partners will participate in financing the activity in accordance with the attached work program and schedule.

**NOW, THEREFORE**, in consideration of their mutual covenants, conditions and promises, THE PARTIES AGREE as follows:

1. **PURPOSE OF AGREEMENT:** The purpose of this agreement is for the County, Port, and other agencies to work cooperatively to produce a design report on the SR 104 Holding Lanes – ATMS project as shown in the attached project work program and fee schedule.

2. ADMINISTRATION OF AGREEMENT: The Kitsap County Department of Public Works will administer this agreement for Kitsap County.
3. DURATION OF AGREEMENT: This agreement shall take effect upon execution of the agreement by both County and Port and shall remain in effect until September 1, 2021.
4. TERMINATION OF AGREEMENT: Either the County or the Port may terminate this agreement by giving ten days written notice to the other party.
5. COUNTY EMPLOYEES: County employees doing work pursuant to this agreement remain employees of the County at all times and shall perform the work envisioned under the sole supervision of the County.
6. PORT EMPLOYEES: Port employees doing work pursuant to this agreement remain employees of the Port at all times and shall perform the work requested under the sole supervision of the Port.
7. FINANCIAL AND MANAGEMENT RESPONSIBILITY: The Port shall be solely responsible for the administration of the project. The County reimbursement to the Port for this project shall follow the terms of Section 8. The County shall support the Port in day-to-day management of the project.
8. REINBURSEMENT: Upon completion of the project, the Port will provide an invoice to the County Outlining and distributing costs for the project. The total County financial contribution to the project shall not exceed \$14,000.00 (fourteen thousand dollars). The County shall reimburse the Port within 45 (forty-five) days of the work being accepted and the acknowledged receipt of the invoice.
9. LEGAL/ADMINISTRATIVE ENTITY: No separate legal or administrative entity is created by or pursuant to this agreement.
10. INDEMNIFICATION
  - A. Each party agrees to defend, indemnify and hold harmless the other party, its officials, officers, employees and agents for all claims, liabilities, damages, suits, reasonable attorney's fees and costs arising from the negligent acts and omissions of the indemnitor, its officials, officers, employees and agents.
  - B. In cases of concurrent negligence of the parties, the above provision requiring each party to defend, indemnify and hold harmless the other party ("indemnification provision") is valid and enforceable only to the extent of the negligence of the respective parties.
  - C. Solely for purposes of the indemnification provision, each party waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of

Washington and acknowledges that this waiver was mutually negotiated by the parties.

- D. Each party agrees to notify the other party within two weekdays of any claims made related to this agreement.
  - E. The indemnification provision shall survive the expiration or termination of this agreement.
- 11. **COMPLIANCE WITH REGULATIONS AND LAWS:** The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.
  - 12. **ASSIGNMENT:** The parties shall not assign this agreement or any interest, obligation or duty herein without the express written consent of the other party.
  - 13. **ATTORNEYS' FEES:** In the event of litigation to enforce any of the terms or provisions herein, each party shall pay all its own costs and attorney's fees.
  - 14. **NOTICES:**

All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To Kitsap County:

Kitsap County Public Works  
614 Division Street MS-26  
Port Orchard, WA 98366  
Attn: David Forte  
Phone: (360) 337-7210

To Port of Kingston:

Port of Kingston  
P O Box 569  
Kingston, WA 98364  
Attn: Greg Englin  
Phone: (360) 297-3545

Or to such other respective addresses as either Party may hereafter designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

- 15. **INSURANCE:** Each Party shall maintain insurance adequate to cover all its own reasonably foreseeable activities under this Agreement.
- 16. **FILING:** This document shall be filed with the County Auditor pursuant to RCW 39.34.

17. **TERMINATION OF AGREEMENT:** Either Party may terminate the Agreement by giving 10 (ten) days written notice to the other Party. If the Agreement is terminated before completions of the project, the County will pay all proportionate costs incurred by the Port up to the effective date of the termination, consistent with Section 5 of this Agreement, including termination costs of consultants.

**CHOICE OF LAW AND VENUE:** This Agreement shall be interpreted according to the laws of the State of Washington. Any judicial action to resolve disputes arising out of this agreement shall be brought in Pierce County Superior Court. **IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written.

**DATED** this \_\_\_\_\_, day of \_\_\_\_\_, 2021

**Port of Kingston**

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

\_\_\_\_\_  
GREGORY ENGLIN,  
Executive Director

\_\_\_\_\_  
**CHARLOTTE GARRIDO**, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
**EDWARD E. WOLFE**, Commissioner

\_\_\_\_\_  
**ROBERT GELDER**, Commissioner

ATTEST:

ATTEST:

\_\_\_\_\_  
Tarrah Dofelmier,  
Administrative Services Manager

\_\_\_\_\_  
Dana Daniels, Clerk of the Board

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Richard Davis, Port Attorney  
Chmelik Sitkin & Davis

\_\_\_\_\_  
Roger A. Lubovich, City Attorney

Port of Kingston  
Kitsap County, WA

**RESOLUTION NO. 12-03-2020**

A Resolution of the Commission of the Port of Kingston

**RESOLUTION TO APPROVE CONTRACT TO CONDUCT AN ENGINEERING DIVE SURVEY OF THE  
BREAKWATER**

**WHEREAS**, The Port of Kingston has a direct interest to improve the safety and operation of the breakwater which protects and preserves the marina and tidelands,

**WHEREAS**, The Port of Kingston has previously determined that the over 50 year-old breakwater has been degrading and poses a threat to the operation of the guest dock,

**WHEREAS**, The Port of Kingston has received a scope of work from to conduct an engineering dive survey to assess the breakwater and guest dock and also to provide potential solutions and cost estimates,

**THEREFORE BE IT RESOLVED**, by the Commissioners for the Port of Kingston hereby grant authority to the Executive Director, Greg Englin, to negotiate and execute a contract with WSP USA for a “not to exceed” amount of \$16,000.

Passed by the Board of Commissioners for the Port of Kingston, Kitsap County, Washington at a regular meeting held this 8<sup>th</sup> day of December, 2020.

**PORT OF KINGSTON  
KITSAP COUNTY, WASHINGTON**

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Steve Heacock, Commissioner

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Attest: Greg Englin, Executive Director

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Mary McClure Commissioner

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Laura Gronnvoll, , Commissioner





1 December 2020

Mr. Greg Englin  
Executive Director  
Port of Kingston  
25864 Washington Blvd.  
Kingston, WA 98346

Subject:       Engineering and Inspection Services Fee Proposal  
                  Port of Kingston Breakwater and Dock Assessment

Dear Mr. Englin:

WSP USA (WSP) is pleased to present this fee proposal to the Port of Kingston regarding the underwater assessment of the Port of Kingston marina breakwater and transient moorage dock. We have developed this fee proposal based on our phone conversations and e-mail correspondence. Our proposed scope and fee are described herein. We have proposed a scope and time frame to perform the work; however, we are flexible in our schedule and scope to meet the Port's needs.

## **SCOPE OF WORK**

We will perform an underwater inspection of both the marina side of the rubble mound breakwater and the adjacent transient moorage dock including guide piles. Our inspection of the breakwater will focus on identifying potential future slope failure locations, as well as documenting size, location and quantity of rocks positioned below the transient moorage dock. Inspection of the dock and piles will follow the guidelines defined by the American Society of Civil Engineers (ASCE) "Waterfront Facilities Inspection and Assessment Manual," ASCE Manual No. 130 (ASCE 130), with the focus being potential damage caused by rocks from the breakwater.

Upon completion of our inspection we will provide a written report describing our findings and recommendations.

### **Task 1 – Project Management/Coordination**

Project management will include our internal contract monitoring, budget monitoring, document control, and our quality assurance/quality control efforts.

*Task deliverables – Invoices and project correspondence.*

### **Task 2 – Existing Documentation Review/Field Preparation**

We will review project drawings and reports as provided prior to the inspection. At that time, we will also prepare forms and figure sketches to record field data.

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*Task deliverables – Assessment of current conditions taken from existing documents will be included with the report (Task 4).*

### **Task 3 – Underwater Inspection**

The underwater inspection is assumed to take one day to complete. The inspection will be performed by the in-house WSP dive team, led by a WSP dive supervisor. The inspection team will consist of four members as required by OSHA for SCUBA operations. Photos will be taken of representative conditions and other specific situations as necessary.

*Task deliverables – Field data and photographs from the investigation will be included with the reports (Task 5)*

### **Task 4 –Assessment Report**

Based on Task 3, we will develop a report describing our opinions on the current condition of the breakwater and transient dock structures. We will include field data, photographs of general conditions and damage or deterioration observed, figures of rock locations to be relocated, and recommended repairs where needed.

*Task deliverables – Draft and final reports*

## **SCHEDULE**

We are prepared to undertake this field inspection work within three weeks, following receipt of an executed contract. We estimate our field work will be completed in one day. Access to the dock will be coordinated with the Port of Kingston prior to arrival and inspection. Upon completion of field work, our estimated timeline to finish the draft report is one to two weeks; however, we will make our best attempt to finish the draft as soon as possible.

## **FEE**

We propose to perform this work on a lump sum basis for a maximum fee of \$14,884 (Fourteen Thousand Eight Hundred Eighty-Four Dollars). This fee includes the cost of mobilization, inspection, shallow water commercial diving equipment, inspection tools and equipment, and development of the report. We will only exceed this fee with your prior approval.

## **CLOSING**

We appreciate the opportunity to provide our engineering and inspection services to the Port of Kingston. Please call Matt Perry at 206/245-6873 or email him at matt.perry@wsp.com should you have any questions regarding this fee proposal.

Sincerely,



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1 December 2020  
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Paula J. Gartner, PE, LEED AP  
Vice President  
Federal Way Office Leader

PJG:MAP