



MEMORANDUM

TO: Rob Fix **DATE:** July 9, 2019
FROM: Greg Nicoll, P.E. *GN* **COPIES:** Dave Warter, Sponsor
Jennifer Allen, E.I.T. *JA*
Contract File
SUBJECT: Bellingham Shipping Terminal Main Pier Repairs - Phase III
Moffatt & Nichol; PSA Amendment No. 14

ACTION REQUESTED:

Authorize the Executive Director to execute an amendment to the existing Professional Services Agreement with Moffat & Nichol for the Bellingham Shipping Terminal Repair Projects – Phase III construction administration services in the amount of \$24,045.00 plus a 10% contingency for a total authorized amendment amount of \$26,449.50, for a revised total authorized contract amount of \$544,259.00.

BACKGROUND

In 2015, Moffatt and Nichol was contracted to complete a condition assessment of the BST pier and prepare design documents to complete an initial phase of repairs recommended by the assessment. The Phase I repairs, which included repair of timber piles and replacement of deteriorated or damaged structural components, such as piles, walers, stringers, ladders and mooring hardware, were completed in early 2016. The Phase II repairs to reinforce, repair and protect the existing pier structure, including installation of fiber-form grout jackets on existing steel piles, restore pile cap coatings and repair spalling concrete were completed in 2017. The improvements also bolstered existing mooring hardware on the terminal to increase load capacity.

Following completion of the Phase I improvements, Moffatt and Nichol's contract was amended to include design and permitting of the Phase III repairs. The Phase III improvements will construct additional improvements to reinforce, repair and protect the existing pier structure, including installation of fiber-form grout jackets on existing steel piles, repair of settled asphalt, replace Terminal bull rails with plastic treated lumber, and replace new pressure treated timber with fender wales and chocks in the North Terminal. The existing conveyor structure attached to timber piles under the North Terminal will also be removed.

Amendment No. 14 to Moffatt & Nichol's PSA expands their scope to include construction administration support services. The proposed scope of work is fully described in the attachment.

FISCAL IMPACT

This project will be fully funded by 2019 Capital Improvement Project 109-816-1900, which has a budget of \$1,725,000.

STRATEGIC PURPOSE

Repairing the existing Bellingham Shipping Terminal structures will maintain the existing shipping facilities in service so that marine shipping activities can continue on Port-owned properties, this project contributes to two of the Port's 2019 Key Corporate Goals:

Goal No. 3. Expansion of Marine Trades

Goal No. 5. Re-Development of the Bellingham Shipping Terminal and Log Pond Area

RECOMMENDATION

Approve Action Requested.

Attachment: Moffatt & Nichol PSA Amendment No. 14 Scope and Fee Proposal,
dated June 25, 2019



600 University Street, Suite #610
Seattle, WA 98101

(206) 622-0222
www.moffattnichol.com

June 25, 2019

Port of Bellingham
1801 Roeder Avenue
Bellingham, WA 98225

Attn: Jennifer Allen

**Subject: Bellingham Shipping Terminal Repair Projects – Phase III; Proposal for
Construction Support Services – REVISION 1
M&N JN: 8907-03**

Dear Ms. Allen:

Moffatt & Nichol (M&N) has prepared a scope of work and fee for the construction support services task requested by the Port of Bellingham (Port). This scope of work will be Amendment #14 to the existing Professional Services Agreement.

The attached scope of services (Exhibit A) details the work to be performed, its associated deliverables, schedule, and assumptions that support the level of effort currently understood by M&N. Also attached is our project fee proposal (Exhibit B) that details the level of effort estimated to complete the scope of services.

The work would be completed on a time-and-expense reimbursable basis for an amount not to exceed twenty-four thousand forty-five dollars (\$24,045.00). Should additional fee be required as a result of a change in scope, M&N will inform the Port prior to expending any additional funds. M&N will not proceed with any extra services outside of this scope of work without prior written authorization from the Port.

Should you have any questions, please feel free to contact me at (206) 622-0222 or bhaley@moffattnichol.com. We look forward to continuing our working relationship with you and your staff.

Sincerely,

MOFFATT & NICHOL

A handwritten signature in blue ink that reads 'Byron Haley'.

Byron Haley, PE
Project Manager

Attachments:

Exhibit A – Scope of Services
Exhibit B – Project Fee Proposal

**PORT OF BELLINGHAM
CONSTRUCTION SUPPORT SERVICES
SCOPE OF WORK**

Bellingham Shipping Terminal Repair Projects – Phase III

BACKGROUND

The Port wishes to repair the shipping terminal pier as depicted in the contract documents, Bellingham Shipping Terminal (BST) Repair Projects – Phase III, dated May 15, 2019, prepared by Moffatt & Nichol (M&N). The following Scope of Work was developed to assist the Port with constructing the above identified areas.

SCOPE OF WORK

Work will include providing construction support services. The required tasks include:

Tasks 1 to 7: Construction Support Services

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

Task 1. Pre-construction meeting. Participate in meeting via conference call.

Task 2. Requests for Information (RFI): Respond to RFI's from the Contractor to interpret and clarify the intent of the plans and technical specifications (allow for responding to up to 20 RFI's; 1.5 hour each RFI assumed).

Task 3. Contractor Submittals: M&N will act as the primary reviewer for submittals required of the Contractor. M&N will allow for up to 15 submittals (re-submittals count as one submittal).

Task 4. Meetings: Attend up to three (3) construction progress meetings between the Port's Resident Engineer (Project Engineer) and Contractor when requested by the Project Engineer. Meetings shall occur concurrently with Site Visits (Task 5). Travel time from Seattle to the Port is included in this task.

Task 5. Site Visits: Conduct up to three (3) site visits during construction to assess that the work is being accomplished in general conformance with the intent of the plans and specifications. Site visits shall occur concurrently with Meetings (Task 4) above.

Task 6. Change Order Assistance: Consult with the Port on issues associated with actual or potential changes to the Project. Such issues could include unforeseen site conditions, Port-solicited Change Proposals, unsolicited Contractor Change Proposals, and disputes. Allow for up to four hours of phone call discussions with Port staff.

Task 7. Prepare Record Drawings: Prepare record drawings from Contractor-prepared mark-ups to the original drawings.

DELIVERABLES

Tasks 1 to 7. Construction Support Services

- Draft meeting minutes – electronic copy (PDF format)
- RFI Responses – electronic copy (PDF format)
- Submittal Review Comments (PDF format)
- Record Drawings – one electronic copy (PDF format) and AutoCAD files

SCHEDULE

M&N proposes to start this work immediately upon award of the construction contract to the apparent low bidder.

ASSUMPTIONS

The scope and fee developed for the work described herein is based on the following assumptions:

- A. Port will act as the Construction Manager.
- B. The Port will organize and lead all meetings with the Contractor. M&N will answer questions at the meetings when in attendance.
- C. Submittal reviews and responses to RFI's are based on the bid package referenced above.
- D. A notice-to-proceed date in July 2019 and five (5) month maximum project duration.
- E. The Port will manage and administer the construction contract and perform day-to-day construction inspection. M&N will supplement the Port's staff by providing the specific technical services described herein.
- F. The Port will be responsible for processing and logging submittals and RFI's from the Contractor and distributing the necessary copies to M&N for review and comment.
- G. Construction meetings last two hours each. Our fee estimate is based on:
 - a. one hour of preparation time before each meeting
 - b. one hour of follow-up to questions/action items after each meeting
 - c. three hours of round-trip travel time to/from Seattle/Bellingham.
- H. The Port will verify that Contractor red-line drawings accurately reflect the actual construction before turning them over to M&N for use in preparing record drawings.
- I. One person per site visit/meeting is budgeted.

CONSULTANT'S PERSONNEL AT CONSTRUCTION SITE

The presence or duties of Consultant's personnel at a construction site, whether as onsite representatives or otherwise, do not make Consultant's personnel in any way responsible for those duties that belong to the Port and/or the construction Contractors or other entities, and do not relieve the construction Contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited, to all construction methods, means techniques, sequences, and procedures necessary for coordinating and completing the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

Consultant's personnel have no authority to exercise any control over any construction Contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, or correcting health or safety deficiencies of the construction Contractors, or another entity, or any other persons at the site except Consultant's own personnel.

The presence of Consultant's personnel at a construction site is for the purpose of providing the Port with a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction Contractors. M&N neither guarantees the performance of the construction Contractors, nor assumes responsibility for construction Contractors' failure to perform work in accordance with the construction documents.

**EXHIBIT B
Moffatt & Nichol
Project Fee Proposal**

Project Number: 8907-03
Project Title: POB BST Repair Projects - Phase III
Project Manager: Byron Haley
Project Principal: Bruce Ostbo

Date: 6/25/2019

Sub Mark-up: 0%
ODC Mark-up: 0%

I. MAN-HOUR BUDGET			CLASSIFICATION/RATES													HOURS	LABOR TOTAL																																								
Phase	Task	Title	Principal Eng./Sci P-9, P-8 \$255.00	Supervisory Eng./Sci P-7 \$230.00	Senior Eng./Sci P-6 \$205.00	Eng./Sci III P-5 \$190.00	Eng./Sci II P-4 \$160.00	Eng./Sci I P-3 \$145.00	Staff Eng. P-1, P-2 \$125.00	Senior Tech. T-5 \$170.00	Designer T-4 \$145.00	CADD II T-3 \$128.00	CADD I T-2, T-1 \$105.00	Word Processor A-4, A-3 \$105.00	General Clerical A-1, A-2 \$85.00																																										
	1	Pre-Construction Meeting (Call)				2.00										2.0	\$380.00																																								
	2	Requests for Information	1.00	1.00		30.00										32.0	\$6,185.00																																								
	3	Contractor Submittals	1.00	1.00		25.00										27.0	\$5,235.00																																								
	4	Meetings				21.00										21.0	\$3,990.00																																								
	5	Site Visits				6.00										6.0	\$1,140.00																																								
	6	Change Order Assistance				16.00										16.0	\$3,040.00																																								
	7	Prepare Record Drawings	1.00	1.00		8.00					12.00					22.0	\$3,745.00																																								
TOTAL MAN-HOURS			3.00	3.00	0.00	108.00	0.00	0.00	0.00	0.00	12.00	0.00	0.00	0.00	0.00	126.0																																									
II. M&N LABOR			\$765.00	\$690.00	\$0.00	\$20,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,740.00	\$0.00	\$0.00	\$0.00	\$0.00		\$23,715.00																																								
III. OTHER COSTS			IV. PROJECT SUMMARY																																																						
A. Subconsultants				Markup	Total	<table> <tr> <td>Total M&N Labor</td> <td>\$23,715</td> </tr> <tr> <td>Total Subconsultant Cost:</td> <td>\$0</td> </tr> <tr> <td>Total Other Direct Costs:</td> <td>\$330</td> </tr> <tr> <td>Mark-up on Subconsultants:</td> <td>\$0</td> </tr> <tr> <td>Mark-up on ODCs:</td> <td>\$0</td> </tr> <tr> <td>Total Project Estimate</td> <td>\$24,045</td> </tr> </table>												Total M&N Labor	\$23,715	Total Subconsultant Cost:	\$0	Total Other Direct Costs:	\$330	Mark-up on Subconsultants:	\$0	Mark-up on ODCs:	\$0	Total Project Estimate	\$24,045																												
Total M&N Labor	\$23,715																																																								
Total Subconsultant Cost:	\$0																																																								
Total Other Direct Costs:	\$330																																																								
Mark-up on Subconsultants:	\$0																																																								
Mark-up on ODCs:	\$0																																																								
Total Project Estimate	\$24,045																																																								
B. Other Direct Costs						<table> <tr> <td>Airfare</td> <td>\$0</td> <td>N/A</td> <td>\$0</td> </tr> <tr> <td>Lodging</td> <td>\$0</td> <td>N/A</td> <td>\$0</td> </tr> <tr> <td>Meals</td> <td>\$0</td> <td>N/A</td> <td>\$0</td> </tr> <tr> <td>Mileage/Rental Car</td> <td>\$330</td> <td>N/A</td> <td>\$330</td> </tr> <tr> <td>Outside Reproduction</td> <td>\$0</td> <td>\$0</td> <td>\$0</td> </tr> <tr> <td>Postage/Delivery</td> <td>\$0</td> <td>\$0</td> <td>\$0</td> </tr> <tr> <td>Telephone/Fax</td> <td>\$0</td> <td>\$0</td> <td>\$0</td> </tr> <tr> <td>I&R/Diving Equipment</td> <td>\$0</td> <td>N/A</td> <td>\$0</td> </tr> <tr> <td>Other</td> <td>\$0</td> <td>\$0</td> <td>\$0</td> </tr> <tr> <td>Total</td> <td>\$330</td> <td>\$0</td> <td>\$330</td> </tr> </table>												Airfare	\$0	N/A	\$0	Lodging	\$0	N/A	\$0	Meals	\$0	N/A	\$0	Mileage/Rental Car	\$330	N/A	\$330	Outside Reproduction	\$0	\$0	\$0	Postage/Delivery	\$0	\$0	\$0	Telephone/Fax	\$0	\$0	\$0	I&R/Diving Equipment	\$0	N/A	\$0	Other	\$0	\$0	\$0	Total	\$330	\$0	\$330
Airfare	\$0	N/A	\$0																																																						
Lodging	\$0	N/A	\$0																																																						
Meals	\$0	N/A	\$0																																																						
Mileage/Rental Car	\$330	N/A	\$330																																																						
Outside Reproduction	\$0	\$0	\$0																																																						
Postage/Delivery	\$0	\$0	\$0																																																						
Telephone/Fax	\$0	\$0	\$0																																																						
I&R/Diving Equipment	\$0	N/A	\$0																																																						
Other	\$0	\$0	\$0																																																						
Total	\$330	\$0	\$330																																																						