

PORT OF BREMERTON
BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING

A G E N D A

February 26, 2019
6:00 PM

Bill Mahan Conference Room
Port Administration Offices
Bremerton Nat'l Airport Terminal Bldg
8850 SW State Hwy 3, Bremerton

Call to Order

Pledge of Allegiance

Approval of Agenda

Consent Items

All matters listed under Consent Items have been distributed to each member of the Commission for reading and study, are considered to be routine, and will be enacted by one motion of the Commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Items and placed under Action Items by request.

- A. Minutes of the regular business meeting and executive session of January 22, 2019.
- B. Payment of checks #103760 through #103811 and #78942 through #78946 and #78953 through #79017 from the General Fund for \$152,570.62; #78947 through #78952 from the Construction Fund for \$90,008.76 and the payment of payroll taxes for \$19,605.00.

Payment of checks #103812 through #103842 and #79018 through #79021 and #79022 through #79025 and #79033 through #79090 from the General Fund for \$338,514.53; #79026 through #79032 from the Construction Fund for \$202,377.59 and the payment of payroll taxes for \$18,506.41. Void Check #78884.

Payment of checks #103843 through #103876 and #79091 through #79095 and #900990 through #900991 and #79097 through #79098 from the General Fund for \$118,606.11; #79096 through #79096 from the Construction Fund for \$11,336.00 and the payment of payroll taxes for \$20,053.38.

Citizen Comments: *Open to the public for comment. Speakers are asked to keep their comments to less than 3 minutes. A Commissioner may request to waive the 3 minute time limit. Please feel free to submit further comments in writing to the Clerk of the Board.*

Action Items

1. Consultant Agreement with Blue Architecture & Interiors for Airport Restaurant Remodel, Project #02-19-0287
2. Bremerton Fire Department First Responder Moorage

3. Engineering Services Agreement for professional services related to the proposed Regional Center with Joel Cohen Group, LLC, Project #04-19-0286
4. Interlocal Agreement with the City of Bremerton related to the Puget Sound Industrial Center–Bremerton to Belfair Sewer Connection Project

Commission New Business

Staff Reports

Commission Reports

Executive Session *(if necessary)*

Adjournment

Regular business and other meetings that may be attended by members of the Board

<u>Date</u>	<u>Time</u>	<u>Meeting</u>
02/26/2019	12:30 pm	*Kitsap Aerospace & Defense Alliance Steering Committee
02/26	6:00 pm	*Commission Regular Meeting – Bill Mahan Conference Rm
02/28	10:00 am	Puget Sound Regional Council (PSRC) Executive Board
03/05	10:15 am	Kitsap Regional Coordinating Council (KRCC) Executive Board
03/12	10:00 am	*Commission Regular Meeting – Bill Mahan Conference Rm

Meetings are subject to change or cancellation

**Denotes events in which two (2) or more Commissioners may attend*

PORT OF BREMERTON
BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING

MINUTES

January 22, 2019
6:00 PM

Bill Mahan Conference Room
Port Administration Offices
Bremerton Nat'l Airport Terminal Bldg
8850 SW State Hwy 3, Bremerton

Commissioners and Staff Present

Commissioners

Larry Stokes
Cary Bozeman
Axel Strakeljahn

Staff Members

Jim Rothlin
Fred Salisbury
Arne Bakker
James Weaver
Ginger Waye
Anne Montgomery, Atty

Call to Order

President Stokes called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

Approval of Agenda

It was moved by STRAKELJAHN, seconded by BOZEMAN to:

Approve the Agenda as presented.

MOTION CARRIES, 3-0

Consent Items

- A. Minutes of the regular business meeting and executive session of January 8, 2019.
- B. Payment of checks #103732 through #103759 and #78872 through #78875 and #78878 through #78941 from the General Fund for \$222,145.15; #78876 through #78877 from the Construction Fund for \$6,466.25 and the payment of payroll taxes for \$17,313.58.
- C. Resolution 2019-04 updating the small works roster process to keep it in compliance with Washington State law.
- D. Resolution 2019-05 updating the policy to enter into or amend personal service contracts to bring solicitation dollar amounts into compliance with Washington State law.
- E. Resolution 2019-06 updating the Delegation of Authority policy to keep it in compliance with Washington State law.

It was moved by BOZEMAN, seconded by STRAKELJAHN to:

Approve the Consent Items as presented.

MOTION CARRIES, 3-0

Information Items

1. Bremerton Fire Department First Responder Moorage

James Weaver, Director of Marine Facilities, stated that a request was received from the City of Bremerton for reduced moorage for their fire boat and introduced interim Bremerton Fire Chief Pat McGanney. Chief McGanney provided background on the department's rescue boat which was recently reinstated and will be used to respond to water rescue incidents. There was discussion with the Board on the benefits for having the rescue boat located at Bremerton Marina. The Board directed staff to research the request and come back with a proposed agreement.

Citizen Comments

David Bonnett, Silverdale Resident

- Referenced a recent Port meeting in which a proposed race track near the industrial park was discussed. Because he did not see where the race track feasibility study addressed any competition, he wanted to bring to the Port's attention that there is a full-blown race track already in Shelton called Ridge Motorsports Park. There was dialog with the Board related to permitting, noise, and competition.

Action Items

1. Consultant Agreement for Task Order #7 with Century West for Engineering Services, South Hangar Development
Presented by Fred Salisbury, Chief Operations Officer

Following presentation and discussion;

It was moved by STRAKELJAHN, seconded by BOZEMAN to:

Approve Task Order No. 7 with Century West for the South Hangar Development Project and authorize the CEO to execute the contract.

MOTION CARRIES, 3-0

2. Final Acceptance with Global Diving and Salvage, Inc., for the Underwater Inspection, Assessment, and Repair of Marine Facilities
Presented by Fred Salisbury, Chief Operations Officer

Following presentation and discussion;

It was moved by STOKES, seconded by BOZEMAN to:

Approve as final the contract with Global Diving & Salvage, Inc. for underwater inspection, assessment, and repair of marine facilities in the amount of \$85,560.00

MOTION CARRIES, 3-0

Commission New Business - None

Staff Reports

Jim Rothlin, Chief Executive Officer

- Reported on the recent presentation and tour provided to Puget Sound Regional Council (PSRC) Executive Director Josh Brown and Director of Regional Planning Ben Bakkenta. PSRC is leading the development of an aviation regional study and this was a good opportunity to show them what Bremerton National Airport can provide.
- Reported on a recent meeting he and staff had with Bremerton Public Works Director Chal Martin to discuss the Belfair freight corridor process which may present an opportunity for sewer connection to the airport. Commissioner Bozeman will attend the next meeting that will also include the Bremerton Mayor.
- Along with Commissioner Bozeman, met with a local developer to discuss a potential partnership to address ways to help the shipyard meet their needs during their upcoming heavy investment in planned upgrades.
- Noted that CFO Sherman Hu was, at present, attending the Port Orchard City Council meeting during which it is expected an Interlocal agreement will be approved for the City's HR Coordinator to provide HR services to the Port.
- Read aloud a letter from the Port addressed to the family of Vernon K. Fletcher, a firefighter who lost his life 55 years ago on January 24, 1964 fighting a fire at the airport. The letter honored FF Fletcher for his bravery and ultimate sacrifice while defending Port property at Bremerton National Airport. The Port will also be lowering the flag to half-mast on January 24 in memory of FF Fletcher.

Commission Reports

Commissioner Bozeman

- Presented his concern that Kitsap Public Facilities District may decide on providing more funding for the race track and the Port would then be faced with accepting a larger amount of money; however, he is still not sure of the impacts the track would have on our other businesses. We need to understand those impacts so we can prepare and mitigate before deciding to accept more money.

Commissioner Strakeljahn

- Appreciated Mr. Bonnett's comments stating there are still lots of questions, but the Port's eyes are wide open. We are aware of the Ridge but feel competition breeds excellence and it could be good for the entire region.
- Reported on the Puget Sound Regional Council (PSRC) Economic Development Board meeting he recently attended.
- Will be attending the PSRC Executive Board meeting this week on Commissioner Bozeman's behalf.

- Will be unable to be here when the flag is lowered on January 24 but asked that his regards be passed along to the Fletcher family.

Commissioner Stokes

- Respects Commissioner Bozeman's comments on the race track; however, the Port made an agreement with Circuit of the Northwest and they have been paying their lease in good faith so the Port needs to do what it can to make it work while keeping the public's interest first in mind.
- Attended the Kitsap Aerospace & Defense Alliance (KADA) meeting stating there is a lot of talent on that committee and he hopes it all works out and KADA can get us some business.

Executive Session

President Stokes recessed the meeting at 6:50 p.m. and reconvened into executive session at 6:55 p.m. for approximately 15 minutes regarding: real estate [RCW 42.30.110(1)(c)].

At 7:10 p.m. the regular meeting was reconvened.

Adjournment

There being no further business before the Board, the meeting was adjourned at 7:10 p.m.

Submitted,

Approved,

Jim Rothlin
Chief Executive Officer
February 7, 2019

Axel Strakeljahn
Commission Secretary
February 12, 2019

PORT OF BREMERTON
BOARD OF COMMISSIONERS
EXECUTIVE SESSION

MINUTES

January 22, 2019
6:55 PM

CEO Office
Port Administration Offices
Bremerton Nat'l Airport Terminal Bldg
8850 SW State Hwy 3, Bremerton

Call to Order

President Stokes called the executive session to order at 6:55 p.m., January 22, 2019.

Commissioners and Staff Present

Commissioners

Larry Stokes
Cary Bozeman
Axel Strakeljahn

Staff Members

Jim Rothlin
Fred Salisbury
Arne Bakker
Anne Montgomery, Atty

Item #1: Real estate issues were discussed [RCW 42.30.110(1)(c)].

With no further business to come before the Board, the meeting was adjourned into regular session at 7:10 p.m.

Submitted,

Approved,

Jim Rothlin
Chief Executive Officer
February 8, 2019

Axel Strakeljahn
Commission Secretary
February 12, 2019

PORT OF BREMERTON **AGENDA SUMMARY**

Agenda Item No: Action Item #1
Subject: Selection of engineering firm for Airport Restaurant Remodel
Exhibits: Consultant Agreement with Blue Architecture and Interiors
Prepared By: Arne Bakker, Director of Business Development
Meeting Date: February 26, 2019

Summary:

At the November 27, 2018, Commission Meeting, the Board approved the Port of Bremerton Budget for 2019. This budget included \$295,000 for capital improvement for the Airport Restaurant/Diner.

The existing building at the Bremerton National Airport known as the Airport Diner has a number of required repairs including structural improvements, interior upgrades, and roof repairs.

The work to be completed in 2019 is for design and engineering services for a remodel of the Airport Restaurant and is expected to take 3-5 months. Construction work is to commence in January 2020.

The Port has done their due diligence and has selected the firm Blue Architecture and Interiors for this project. Blue Architecture and Interiors specializes in design and engineering services for restaurants.

Fiscal Impact:

Funds for the design and engineering services are identified in the 2019 Capital budget.

Recommendation:

Staff recommends the selection of Blue Architecture and Interiors for design and engineering services for \$137,195 for the remodel of the Airport Restaurant

Motion for Consideration:

Move to approve the selection of Blue Architecture and Interiors for design and engineering services for \$137,195 for the remodel of the Airport Restaurant and authorize the CEO to execute the consultant agreement.

CONSULTANT AGREEMENT

This agreement is made this _____ day of _____, 2019, between the PORT OF BREMERTON ("Port"), a municipal corporation and BLUE ARCHITECTURE & INTERIORS ("Consultant"), for the furnishing of professional services for Airport Restaurant Remodel #02-19-0287 hereinafter referred to as the "Project".

The Port and the Consultant agree as set forth below:

I. SCOPE:

The Consultant shall provide all necessary professional services for this project to accomplish the work specified in Attachment A hereto or which may hereafter be required by the Port.

II. COMPENSATION:

The Port shall compensate the Consultant for work described in Attachment A in accordance with the mutually agreed upon rates and compensation as set forth in Attachment A. Payment of compensation specified shall be made monthly. Consultant should forward requests for payment within 10 days after the end of the month. Payment shall be made 30 days from date invoice is received by the Port.

- A. Upon execution of this Agreement, the Consultant may submit requests for payment for professional services rendered from February 12, 2019 until the date of execution of this Agreement. Consultant will be compensated for these services in accordance with the terms of this Agreement. All sums paid by the Port in this regard are a part of the maximum authorized compensation for the project.
- B. Compensation will only be made to the extent to which the Consultant has documented evidence of fees earned and provides supporting documentation for expenses incurred during the period for which payment is requested. All billings shall be to the Port of Bremerton, 8850 SW State Hwy 3, Bremerton, WA 98312.
- C. Reimbursable expenses in connection with the Agreement include, but are not limited to postage, fax, long distance calls, mileage, travel, reproductions, plots, and other fees expended on behalf of the project, etc. All reimbursable expenses will be at cost.

III. MAXIMUM AUTHORIZED COMPENSATION:

The maximum authorized compensation for the services required to perform the work described in Attachment A is \$137,195.00 and shall not be exceeded without the written

authorization of the Port. Consultant shall insure that their services are allocated so as to complete all tasks of the work as described in Attachment A.

IV. CHANGES:

The Port may, at any time, make changes in the scope of the work specified in Attachment A. If, in the opinion of the Consultant, such changes will require the Consultant to exceed the maximum authorized compensation specified in paragraph III, the Consultant shall make a request, in writing, for an equitable adjustment in the maximum authorized compensation. Such requests shall be transmitted prior to incurring any item of fee or expense related to the change in scope. Retroactive requests for equitable adjustment shall not be considered by the Port. The amount of any equitable adjustment shall be negotiated by the parties, however, the inability of the parties to reach an agreement as to the amount of such equitable adjustment shall not delay the performance of work described by this Agreement or changes authorized by this paragraph.

V. ACCOUNTING RECORDS:

Records of fees or expenses incurred described in paragraphs II.A and B shall be kept on a generally recognized accounting basis acceptable to the Port. The Consultant agrees to make such records and supporting documentation available to authorized representatives of the Port and any Federal agency or agencies charged with the administration of grant money for this project, both during the project and for three (3) years following the final payment for services rendered or termination of Consultant's services under this Agreement.

VI. RESPONSIBILITIES OF THE PORT:

- A. The Port shall designate a project management team to coordinate and review the work of the Consultant and to coordinate the work of the Consultant with all agencies and individuals involved with the Project. Project Manager for the Port is Arne Bakker. The Consultant is expected to work closely with the Project Manager and team throughout the duration of this Agreement.
- B. All drawings for this project shall be provided to the Port in digital format.
- C. As an accommodation to the Consultant, the Port will, upon request, furnish without charge such structural, mechanical, soils, chemical and other laboratory tests, inspections and reports as it may have in its possession or hereafter obtain. Such information shall be for general guidance only, and the Port in no way warrants its sufficiency, adequacy or correctness, or any interpretations, deductions or conclusions derived therefrom. The use of such information for any purpose shall be at the sole risk and responsibility of the Consultant who shall, prior to such use, have satisfied itself that such information is adequate for such use.

- D. The Port shall furnish property and topographic surveys for this project. Prior to use of information contained in such surveys, the Consultant shall satisfy itself that such surveys are adequate and correct and shall immediately notify the Port of any errors, omissions, or inconsistencies found therein.

VII. DESIGNATION OF CONSULTANT PROJECT MANAGER:

The Consultant has designated Matt King as Project Manager for this Project. This designation shall not be changed without the prior written approval of the Port.

VIII. OWNERSHIP OF DOCUMENTS:

The Consultant shall transmit to the Port the original of all final drawings, prints, plans, field notes, specifications, design computations, calculations and other project documents as requested by the Port. These documents will be maintained by the Port as a part of its contract file.

All drawings, prints, plans, field notes, specifications, design computations, calculations and other documents prepared or obtained for use in this project shall become the property of the Port and may be utilized by the Port, or its agents, for any purpose whatever without fee, royalty, or other payment to the Consultant.

No such document shall be the subject of any application or claim for copyright by or on behalf of the Consultant. Consultant shall not make any of the above documents available to any person, except as may be necessary to the performance of Consultant's services hereunder, without the prior written approval of the Port and shall take all necessary steps to keep secure those documents in their possession. All release of information to the public or news media will be the responsibility of the Port and Consultant shall not release any information to the public or news media without the prior written authorization from the Port.

IX. NON-DISCRIMINATION:

The Consultant covenants and agrees that in all matters pertaining to the performance or carrying out work under this Agreement, the Consultant shall at all times conduct its business in a manner which assures fair, equal, and non-discriminatory treatment of all persons without respect to race, color, religion, sex, national origin, age, handicap, or veteran status and, in particular:

- A. The Consultant will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified females and individuals who are members of racial or religious minorities. The following information shall be submitted according to project size.

1. For agreements over \$10,000, the Consultant shall be prepared to submit, if requested by the Port:
 - a. A current personnel profile identifying all minority and female employees.
 - b. The company's Affirmative Action Officer's name and telephone number.
 2. For agreements less than \$10,000, the Consultant shall indicate their commitment to affirmative action and equal employment.
- B. The Consultant shall comply strictly with all requirements of applicable Federal, State, or local laws or regulations issued pursuant thereto relating to the establishment of non-discriminatory requirements in hiring and employment practices, and assuring the service of all patrons or customers without discrimination.
- C. The Consultant will act without discrimination when engaging subconsultants to perform work under this Agreement and will give equal consideration to minority and female owned firms.

X. TERMINATION:

The Port may, by written notice to the Consultant, terminate this Contract in whole or in part at any time, either for the convenience of the Port or because of the failure of the Consultant to fulfill its contract obligations. Upon receipt of such notice, the Consultant shall immediately discontinue all services and deliver to the Port all documents as described in paragraph VIII.

XI. PERSONNEL:

Where applicable, all personnel employed by the Consultant, and all subcontractors retained by the Consultant and engaged in the work, shall be fully qualified and shall be authorized under State and local law to perform such services.

XII. INTEREST OF CONSULTANT:

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

XIII. COMPLIANCE WITH APPLICABLE LAWS:

The Consultant agrees to conduct and execute the Project in compliance with all applicable local, state, or Federal laws.

XIV. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the Port and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Consultant and Port.

XV. GOVERNING LAW:

This Agreement shall be governed by the law of the State of Washington. Venue for any action between the Port and the Consultant, which action arises out of or in connection with this Agreement shall be in Kitsap County.

XVI. INDEMNIFICATION:

A. General Liability

To the fullest extent provided by law and with the exception of paragraph B and subparagraphs thereto of this Section XVI, the Consultant agrees to defend, indemnify, and save the Port of Bremerton harmless from all liability arising out of the consultant or his staff's negligent performance of the services under this Agreement.

B. Errors and Omissions

The Consultant agrees to indemnify and save the Port harmless in the same manner and subject to the same conditions as provided in paragraph A of this Section XVI for any error or omission in design, maps, plans, reports, specifications, or in performing services under this Agreement, provided, however, that the Consultant shall not be required to indemnify any party for an amount exceeding \$1,000,000 on any one occurrence.

1. Neither the Port's review nor its approval of any service, design, maps, plans, reports, or specifications provided by Consultant under this Agreement shall in any way relieve Consultant of its obligations under this Section XVI.
2. Nothing contained in this Section XVI shall be construed as a waiver of, or any limitation upon, the right of any party to seek or employ any other

remedy which may be available to it by law or under the terms of this Agreement.

3. In addition to any insurance coverage requirement recited in this Agreement or otherwise required by law, the Consultant shall provide insurance, or other coverage, which will protect against losses attributable to Consultant's errors or omissions in an amount of not less than \$1,000,000 on any one occurrence.
4. Neither review nor approval of the Consultant's work by the Port shall in any way relieve the Consultant from its duty to abide by the generally accepted standards of professional care in the performance of its duties nor will such review or approval in any way relieve the Consultant from liability to the Port.

DATED this 6th day of Feburary, 2019.

PORT OF BREMERTON

BLUE ARCHITECTURE & INTERIORS

By _____

By _____

Attachments:

"A" Scope of Work



January 30, 2019

Port of Bremerton
c/o Arne Bakker
8850 SW State Hwy 3
Bremerton, WA 98312

Re: Port of Bremerton – Airport Restaurant Construction Drawings – This include Schematic Design, Design Development, Permit Acquisition, Bid Phase Activities and Construction Administration.

Dear Arne,

It was nice to speak with you recently. Thank you for the opportunity to work with you to consider the remodel design of the new Port of Bremerton Airport Restaurant Facility. We look forward to working with you and the Port.

1. Project Description

The existing food service building at the Port of Bremerton Airport has a number of required repairs including below grade structural improvements, interior upgrades and roof repairs. The Port wishes to explore the possibility of replacing the existing building with a new restaurant. The efforts of this scope of work will provide the Port with a drawing and information package that can be used to acquire the City of Bremerton Building Permit, Solicit Bids and perform construction activities related to the project. The result of this scope can be submitted to qualified contractors for conceptual/preliminary cost estimating.

2. Scope of Services

A. DESIGN DEVELOPMENT (65%)

This phase of the project includes development of the future remodel design, building location on the site and interior layout. The deliverables of which are listed below:

1. Identify location of building and parking layout on Port of Bremerton's site.
2. Provide interior floor plan for the new, potential building. These plans will include dining area/front of house areas – new kitchen line and support areas – new bar/pub area and back of house support areas.
3. Provide interior and exterior finish concepts that portray the character of the new establishment.
4. Provide conceptual design elevations for the potential new building.
5. Provide three-dimensional model of the building with enhanced exterior features: sky, parking, people, cars and landscaping.

Scope of Work

Port of Bremerton – Airport Restaurant Remodel Design

January 30, 2019

Page 2

B. CONSTRUCTION DOCUMENT AND BID PHASE (95%)

1. Blue Architecture will complete the Construction Documents in enough detail to bid and construct the project.
2. Blue Architecture will present the project to the ownership group and stakeholders for approval and reasonable revisions prior to publishing for contractor construction estimates.
3. This drawing package will include architectural, mechanical, electrical, structural detailing that will allow the chosen, qualified contractor to solicit bids from qualified sub-contractors and to construct the building.
4. Final and complete project specifications will be submitted with the drawing package.
5. Blue Architecture will assist the owner in developing qualified contractor bid notifications. Blue Architecture will assist the owner in reviewing qualified contractor construction cost estimates and responding to reasonable contractor inquiries during the bid process in a timely fashion.

C. CONSTRUCTION ADMINISTRATION (CA)

1. Blue Architecture will attend regular meeting with the owner and contractor during the construction phase of the project.
2. Blue Architecture will respond to contractor Requests of in Formation (RFI) from the contractor in a timely fashion (two days in most cases) and distribute the RFIs and answers to the contractor and owner. Blue architecture will maintain a log of all RFIs that can be presented to the owner upon request.
3. Blue Architecture will review building system and finish submittals and shop drawings as required.
4. Blue Architecture will advise the owner of suggested special inspections that are normally required by Authorities Having Jurisdiction.
5. Blue Architecture will perform regular project job site inspections and generate and distribute reports as needed.
6. At 95% of project construction completion, Blue Architecture will produce a project punch list of items that are constructed incorrectly or are incomplete. One month after Punch List generation, Blue Architecture will complete an observation of the project to establish the correction of Punch List items.
7. Upon completion of Punch List items, Blue Architecture will issue closeout documentation that includes final Construction Documents that includes response to RFIs, any Architects Supplemental Instructions and other related project documentation.
6. Meet with Port of Bremerton representation two times to present materials and solicit feedback.
7. Research City of Bremerton codes to establish building as a permissible use.
8. Provide owners with presentation documentation that will be used for presentations and pricing.

Scope of Work

Port of Bremerton – Airport Restaurant Remodel Design

January 30, 2019

Page 3

3. Additional Services

The following services, though they could be provided by Blue, are not included in this Scope of Basic Services and, if requested, will be billed as Additional Services on an hourly basis.

- Renderings, 3D imagery and physical models, except as noted above.
- Programming beyond previously agreed upon scope.
- Additional meetings and processes not specified above.
- Mechanical, Electrical, Civil Engineering services and survey or geotechnical investigation if needed, except as noted above.
- Travel beyond the greater Puget Sound area, except as noted above.
- Significant extensions of the proposed project schedule.

4. Owner Responsibilities

It is our understanding that you will provide full information, including design objectives, constraints and criteria; a legal description of the site; any available existing drawings of the property; project site plan and the services of other consultants when such services are deemed to be necessary.

5. Schedule

We are ready to begin work upon receipt of a signed Authorization to Proceed. We expect the preparation of construction documentation and permit acquisition to take 3-5 months. See attached thumbnail project schedule for reference

6. Compensation

For the Basic Services outlined above, compensation shall be an hourly fee, plus reimbursable expenses, plus any applicable tax. The maximum sum authorized will not be exceeded without prior written consent of the Owner. The not to exceed maximum authorization is as noted on the attached Authorization to Proceed with Design Services. Hourly rates and other terms are as noted on the attached Terms of Agreement.

7. Terms of Agreement

The enclosed Terms of Agreement for Design Services is, by reference, included as a part of this Agreement.

Scope of Work

Port of Bremerton – Airport Restaurant Remodel Design

January 30, 2019

Page 4

8. Summary

Thank you once again for the opportunity to work with you on this unique project. If this Letter of Agreement is acceptable, please sign in the space provided below, and initial the attached Terms of the Agreement and the Authorization to Proceed. We look forward to assisting you with this exciting project.

Sincerely,
Blue Architecture, LLC

Authorized for the Port of Bremerton by:



By Robert Guyt, Principal
LEED AP

Name

Title

*Attachments: Terms of Agreement for Design Services
Authorization to Proceed*



Terms of Agreement for Design Services

Date of Agreement: January 30, 2019

Project: Port of Bremerton – Airport Restaurant Remodel Design

Project No.: 2018227.01

1. Compensation

Compensation for Professional Services is billed as an hourly service or percentage of project completion. Compensation for Additional Services shall be billed on an hourly basis according to the billing rate schedule below, or as agreed to prior to the commencement of the services.

2. 2019 Hourly Rates

Principal in Charge:	\$ 185.00
Project Architect:	\$ 125.00
Project Manager:	\$ 145.00
Production Support:	\$ 85.00
Interior Designer:	\$ 90.00
Administrative Staff:	\$ 50.00

The rates and multiples set forth above shall be annually adjusted in accordance with normal salary review practices of Blue Architecture, LLC.

3. Reimbursable Expenses

Reimbursable expenses are in addition to compensation for professional services and include printing and reproduction; film and processing; CAD plotting; long distance telephone charges; postage, and express delivery; transportation and parking; and automobile use. Except as noted above, reimbursable expenses shall be billed at a multiple of one and one-tenth (1.10) times the expenses incurred by Blue Architecture, LLC, to cover taxes, insurance, and administrative costs.

4. Invoicing and Payments

Invoices shall be rendered monthly for services and for reimbursable expenses incurred during the preceding month. Services shall be billed on an hourly basis. Payments are due and payable upon receipt of the invoice by the Owner. Failure of the Owner to notify the Architect in writing of any disputes with the amount of any monthly invoices within thirty (30) days of receipt by the Owner shall be considered acceptance of those invoices for payment under this agreement.

Amounts unpaid thirty (30) days after the date of the invoice shall bear interest at the rate of one and one-half percent (1-1/2%) per month, or the maximum amount allowed by law, whichever is less. In addition, Blue Architecture, LLC may, after giving written notice to the Owner, suspend services until all amounts due are paid in full, and the Owner shall indemnify, defend and pay any claims and expenses incurred by Blue Architecture, LLC resulting from such work stoppage and expenses from collection of amounts past due.

5. Consultants

The costs of consultants and subcontractors for engineering, artist's renderings, etc., when required and authorized by the Owner, shall be billed at a multiple of one and one-tenth (1.10) times the expenses incurred by Blue Architecture, LLC.

6. Additional Conditions

- A. **Limitation of Liability:** The Owner and Blue Architecture, LLC have discussed the risks, rewards and benefits of the project. The risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, Blue Architecture, LLC's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of Blue Architecture, LLC's total fee for services rendered on this project.
- B. **Ownership of Documents:** The Owner acknowledges Blue Architecture, LLC's documents as Instruments of Professional Service. All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, prepared by Blue Architecture, LLC as Instruments of Professional Service shall remain the property of Blue Architecture, LLC. In the event the Owner uses these Instruments of Professional Service without retaining Blue Architecture, LLC as the author of the Instruments of Service, the Owner releases Blue Architecture, LLC and their consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless Blue Architecture, LLC and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service.

Owner Initials

Date



Authorization to Proceed

Date: January 30, 2019
Project: Port of Bremerton – Airport Restaurant Remodel Design
Project #: 2018227.01

This document constitutes an interim working agreement and authorizes Blue Architecture, LLC to proceed with design services for the Owner of the project. The scope of the services and fee authorized by this document are listed below. Services will be performed and invoiced on an hourly basis at Blue Architecture's current standard hourly rates. The attached Terms of Agreement are incorporated by reference into this agreement.

Owner:

Port of Bremerton
8850 SW State Hwy 3
Bremerton, WA 98312

Authorized Representative:

Arne Bakker

Project Description:

Port of Bremerton – Airport Restuarant Remodel Design

Scope of Services of this Authorization:

Remodel Design Services.
Scope as identified in the attached Letter of Proposal.

Maximum Compensation of this Authorization:

Architectural and Interiors	\$ 68,470
Electrical Engineering	\$ 22,440
Mechanical Engineering	\$ 24,280
Structural Engineering	\$ 12,600
Food Service Design	\$ 9,405

Total **\$137,195**

For Owner by _____ Date _____ for Blue Architecture, LLC by _____ Date 01.30.2019

PORT OF BREMERTON
AGENDA SUMMARY

Agenda Item No: Action Item #2
Subject: Bremerton Fire Department First Responder Moorage
Exhibits: First Responder Memorandum from Director of Marine Facilities
Request Letter from Bremerton Fire Department
Prepared By: James Weaver, Director of Marine Facilities
Meeting Date: February 12, 2019

Summary:

The Port of Bremerton received a request from the Bremerton Fire Department for moorage of the Bremerton Fire Response / Rescue boat at a reduced fee for local first responders. Within both the Port Orchard Marina and the Bremerton marinas, the Port of Bremerton presently provides reduced first responder moorage for the Kitsap County Sheriff and the Port Orchard Police Department.

Fiscal Impact:

The fiscal impact of the reduced moorage would result in an annual amount of \$2,850.14 allocation to support the community First Responder Reduced Moorage request.

Recommendation:

Staff Recommendation would be to support a First Responder Reduced Moorage license agreement in the amount of 20% of retail to be processed for the Bremerton Fire Department at the Bremerton Marina

Motion for Consideration:

Move to approve a First Responder Reduced Moorage license agreement in the amount of 20% of retail for the Bremerton Fire Department at the Bremerton Marina and authorize the CEO to execute the agreement.



8850 SW STATE HWY 3
 BREMERTON WA 98312
 portofbremerton.org
 Tel (360) 674-2381
 Fax (360) 674-2807

Commissioners
 Larry Stokes
 Axel Strakeljahn
 Cary Bozeman

Chief Executive Officer
 Jim Rothlin

Bremerton National Airport
 (360) 674-2381

*Olympic View Business &
 Industrial Park*
 (360-) 674-2381

Port Orchard Marina
 (360) 876-5535

Bremerton Mariana
 (360) 373-1035

TO: Jim Rothlin, Port of Bremerton CEO
 FROM: James Weaver, Director of Marine Facilities
 DATE: February 5, 2019
 SUBJECT: Bremerton Fire Department First Responder Moorage

M E M O R A N D U M

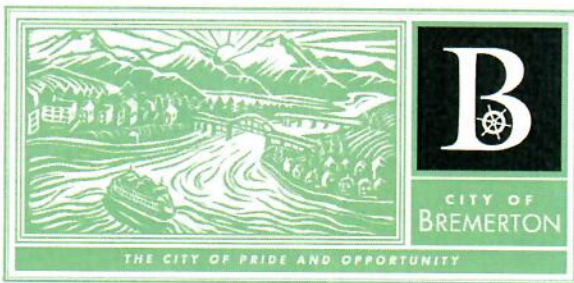
The Port of Bremerton received a request from the Bremerton Fire Department for moorage of the Marine 20, the Bremerton Fire Response / Rescue boat at a reduced fee for local first responders. The letter from the Bremerton Fire Department is attached.

Within both the Port Orchard Marina and the Bremerton marinas, the Port of Bremerton presently provides reduced first responder moorage for the Kitsap County Sheriff and the Port Orchard Police Department.

The addition of the Bremerton Fire Department would be the fifth slip offered to public agency at a reduced rate. The Ports of Olympia, Poulsbo, Kingston, and Port Townsend all offer similar free or significantly reduced rate slips to the local public agency 1st responders. This request would be in alignment with those practices. The proposed Bremerton Fire Department reduced rate is proposed to be 20% of retail, similar to the existing Sheriff and Port Orchard Police rates.

Public Agency	Marina	Slip Length	Contracted Amount	Slip Retail Value
Kitsap County Sheriff Boat	Bremerton	40'	\$ 0.00	\$ 342.60
Kitsap County Sheriff Boat	Port Orchard	42'	\$ 80.03	\$ 401.99
Port Orchard Police Department	Port Orchard	42'	\$ 80.03	\$ 401.99
South Kitsap School District	Port Orchard	50' Side Tie	\$ 173.29	\$ 346.59
REQUESTED Bremerton Fire Department	Bremerton	36'	REQUESTED \$ 59.38	\$ 296.89

Staff Recommendation is to provide the slip at a value of 20% of retail moorage, which would also be consistent with the Kitsap County Sherriff and Port Orchard Police rates for First Responder Reduced Moorage.



BREMERTON FIRE DEPARTMENT
Pat McGanney, Interim Fire Chief
Patrick.mcganney@ci.bremerton.wa.us

Tel 360-473-5382
Fax 360-473-5397
911 Park Avenue
Bremerton, WA 98337

December 19, 2018

Port of Bremerton, Washington
Port Commissioners
8850SW State Hwy 3
Bremerton, WA 98312

Dear Port Commissioners,

I am writing to you on behalf of the City of Bremerton Fire Department. As you may know, we recently reinstated our rescue boat, Marine 20. We are anxious and excited to get the vessel in the water and be available to respond to life threatening calls.

We have a slip reserved at the downtown Bremerton Marina and this letter serves as a request to see if the Port would grant the Fire Department with a discounted moorage rate.

Our hope is to moor Marine 20 at the Port of Bremerton Marina to allow quick response time to water rescue incidents and those alike.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pat McGanney', with a long, sweeping underline.

Pat McGanney, Interim Fire Chief
City of Bremerton Fire Department

PORT OF BREMERTON

AGENDA SUMMARY

Agenda Item No: Action Item #3
Subject: Selection of the Regional Center Engineering Consultant
Exhibits: None
Prepared By: Fred Salisbury, COO
Meeting Date: February 26, 2019

Summary:

On January 8, 2019 the Port entered into a Regional Center Interlocal Agreement with the Kitsap Public Facilities District. This regional center will include, as a primary feature, a multi-use motorsports park (the “CNW Project”). The Port’s initial obligation under this agreement was to contract with third party consultants, pursuant to Washington law, to prepare schematic building and site design, review schematic with local authorities, and preparation of design development documents, including initial geometric layouts, initial grading, initial safety element identification and design, and quantity and cost opinion. The Port’s agreement to perform the Professional Services Agreement tasks was limited to a not-to-exceed amount of \$403,500.

On January 23, 2019 the Port published a request for statement of interest and qualifications (SOI/Q) for professional services for one or more qualified consulting firms to provide civil engineering program management, engineering and architectural design services for a Regional Center proposed by Circuits of the Northwest (CNW), as defined by RCW 35.57.020 on Port of Bremerton property. The facility will include a STEM Center, Emergency Response Training Center, Motorsports Testing Facility, and Motorsports Track.

Seventeen companies requested information regarding the SOI/Q. The submission deadline was February 14, 2019 and only one company, The Joel Cohen Group, LLC, responded. Their team consists of the Joel Cohen Group, Rice Fergus Miller (building design, permitting, master planning assistance, Bremerton) and MapLTD (engineering, surveying, masterplan assistance, permitting, Silverdale).

The Joel Cohen Group has extensive speedway design build experience (19 speedways), emergency response training center design (2 centers), experience with the development and funding of public/private facilities, public/private developments, and developing mixed-use facilities (5 facilities).

Fiscal Impact:

This project is funded solely by Kitsap Public Facility District funds not- to- exceed \$403,500.

Recommendation:

Staff recommends the selection of the Joel Cohen Group, LLC for professional services to provide civil engineering program management, engineering and architectural design services for the proposed Regional Center and authorize the CEO to negotiate fees and execute the consultant agreement.

Motion for Consideration:

Move to approve the selection of the Joel Cohen Group, LLC and authorize the CEO to negotiate fees and execute the consultant agreement.

PORT OF BREMERTON **AGENDA SUMMARY**

Agenda Item No: Action Item #4

Subject: Interlocal Agreement between the Port of Bremerton and City of
 Bremerton for PSIC- Bremerton to Belfair Sewer Connection Project

Exhibits: Interlocal Agreement

Prepared By: Fred Salisbury, COO

Meeting Date: February 26, 2019

Summary:

The purpose of this interlocal agreement is for the Port and the City of Bremerton to work cooperatively to oversee the initial analysis and feasibility of potential designs for a sewer system extension from the Belfair Water Reclamation Facility to the Port's wastewater facility through participation on the Executive Committee and Technical Committee.

Mason County owns and operates a water reclamation facility near Belfair with available capacity to treat sanitary sewer that may be generated from the Puget Sound Industrial Center- Bremerton (PSIC-Bremerton). Both the Port and City are interested in improving the availability of sanitary sewer service within the larger PSIC-Bremerton geographic area. The Mason County facility has available capacity and with the upcoming Belfair Bypass project there appears to be an opportunity to explore extending sewer service to the PSIC-Bremerton area.

The City has requested the Port participate in oversight of the design process through participation on the project's Executive Committee and the Technical Committee to ensure communication among and between all involved stakeholders. The CEO will administer this agreement for the Port. Nothing in this agreement shall be construed to bind either party to any future course of action, including but not limited to agreement to utilize the Belfair Water Reclamation Facility, contract with Mason County for such use, or commit any capital investments toward such effort.

The agreement shall remain in effect until December 31, 2019 and may be extended one or more times by agreement, in writing, for a duration of no longer than one year. It can be terminated by either party by giving 10 days written notice. The Port Attorney has reviewed the ILA.

Fiscal Impact:

There is no Port funding involved or associated with this agreement. Funding for the study is comprised of a \$515,000 WA State Department of Commerce grant to Mason County and City of Bremerton funding of \$400,000 in 2018, \$400,000 in 2019, and \$200,000 in 2020.

Recommendation:

Approve the ILA between the Port of Bremerton and City of Bremerton

Motion for Consideration:

Move to approve the Interlocal Agreement related to participation in Executive and Technical Committees providing project design oversight to the PSIC-Bremerton to Belfair sewer connection project.

**INTERLOCAL AGREEMENT
BETWEEN
THE PORT OF BREMERTON AND THE CITY OF BREMERTON
RELATED TO PARTICIPATION IN EXECUTIVE AND TECHNICAL
COMMITTEES PROVIDING PROJECT DESIGN OVERSIGHT TO THE
PUGET SOUND INDUSTRIAL CENTER – BREMERTON TO BELFAIR
SEWER CONNECTION PROJECT**

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the _____ day of _____, 2019, by and between the Port of Bremerton (the “Port”), and the City of Bremerton (the “City”) (collectively the “Parties”).

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

WHEREAS, Mason County owns and operates a water reclamation facility near Belfair, Washington, with available capacity to treat sanitary sewage that may be generated from the Puget Sound Industrial Center – Bremerton (PSIC-Bremerton); and

WHEREAS, the Port owns and operates a sewer treatment facility which provides sewer treatment service for businesses located within the Port’s industrial areas adjacent to the airport, and both the Airport and the Port’s industrial areas are located within PSIC-Bremerton ; and

WHEREAS, both the Port and the City are interested in improving the availability of sanitary sewer service within the larger PSIC-Bremerton geographic area; and

WHEREAS, available capacity at the Belfair Water Reclamation Facility, and the upcoming Belfair Bypass project appear to provide an opportunity to discuss extending sanitary sewer service to PSIC-Bremerton; and

WHEREAS, to that end the City has entered into an interlocal agreement with Mason County to pursue design of a system extension to serve PSIC-Bremerton; and

WHEREAS, the State of Washington, through its Department of Commerce, has appropriated \$515,000 for the purpose of studying the possible design of new sanitary sewer transmission facilities to serve PSIC-Bremerton; and

WHEREAS, the City, through its Sewer Capital Budget, has committed an additional \$400,000 in 2018, \$400,000 in 2019, and \$200,000 in 2020 to be invested into this design effort and other related planning efforts focused toward the goal of providing improved sewer service to

PSIC-Bremerton; and

WHEREAS, the City has requested the Port participate in oversight of the design process through participation on the project's Executive Committee and the Technical Committee to ensure robust communication among and between all involved stakeholders; and

WHEREAS, the City and the Port wish to work cooperatively to provide improved sanitary sewer service to PSIC-Bremerton.

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 Port and the City to work cooperatively to oversee the initial analysis and feasibility of potential designs for a sewer system extension from the Belfair Water Reclamation Facility, through participation on the Executive Committee and the Technical Committee.
2. **ADMINISTRATION OF AGREEMENT:** The CEO of the Port will administer this Agreement for the Port. The Bremerton Public Works and Utilities Director will administer this Agreement for the City.
3. **FUTURE AGREEMENTS:** This Interlocal Agreement envisions the possibility of amendments to this Interlocal Agreement which may address future cooperative efforts, should subsequent phases develop; however, nothing in this Agreement shall be construed to bind either party to any future course of action, including but not limited to agreement to utilize the Belfair Water Reclamation Facility, contract with Mason County for such use, or commit any capital investments toward such effort.
6. **DURATION OF AGREEMENT:** This Agreement shall take effect upon execution of this Agreement by both the Port and the City, and shall remain in effect until December 31, 2019. This Agreement may be extended one or more times by mutual agreement of both parties, in writing, for a duration no longer than one (1) year.
8. **TERMINATION OF AGREEMENT:** Either the Port or the City may terminate this Agreement by giving ten (10) days written notice to the other party.
9. **PORT EMPLOYEES:** Port employees pursuant to this Agreement remain employees of the Port at all times and shall perform the work envisioned under sole supervision of the Port.
10. **CITY EMPLOYEES:** City employees pursuant to this Agreement remain employees of the City at all times and shall perform the work requested under sole supervision of the City.
11. **REIMBURSEMENT:** At the mutual agreement of the Parties, either party may reimburse

the other for specifically defined services which constitute a work program or project.

12. LEGAL/ADMINISTRATIVE ENTITY: No separate legal or administrative entity is created by or pursuant to this Agreement.

13. INDEMNIFICATION

A. The City shall defend, indemnify and hold harmless the Port, its officials, officers, employees and agents, for all claims, liabilities, damages, expenses, reasonable attorney's fees and suits arising from negligence of the City and its agents.

B. The Port shall defend, indemnify and hold harmless the City, its officials, officers, employees and agents, for all claims, liabilities, damages, expenses, reasonable attorney's fees and suits arising from negligence of the County and its agents.

C. In cases of concurrent fault of the City and Port, the above provisions requiring each party to defend, indemnify and hold harmless the other party ("indemnification provisions") are valid and enforceable only to the extent of the fault of the respective parties.

D. Solely for purposes of the indemnification provisions, 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.

E. The indemnification provisions shall survive the expiration or termination of this agreement.

14. 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.

15. ASSIGNMENT: The Parties shall not assign this Agreement or any interest, obligation or duty herein without the express written consent of the other party.

16. 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.

17. NOTICES:

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

To the Port of Bremerton:
Port of Bremerton

To Bremerton:
City of Bremerton

Chief Executive Officer
8859 S.W. State Hwy 3
Bremerton, WA 98312
Utilities and Waste Management
Phone: (360) 427-9670

345 6th Street, Suite 100
Bremerton, WA 98337
Attn: City Clerk
Phone: (360) 473-5920

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.

18. **NON-DISCRIMINATION POLICY:** The Parties agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental sensory handicap, or other status protected by law.

19. **FILING:** This document shall be filed with the Kitsap County Auditor pursuant to RCW 39.34 or, alternatively, listed by subject on the public agency's website.


20. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

21. **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 _____, 2019

CITY OF BREMERTON



Greg Wheeler, Mayor

**PORT OF BREMERTON
BOARD OF COMMISSIONERS**

Larry Stokes, President

