

PORT OF BREMERTON
BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING

A G E N D A

July 28, 2020
6:00 PM

Remote Access Only
Zoom Meeting ID: 335 903 0010
Zoom Call-In: (253) 215-8782
BKAT Live Stream

Call to Order

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 of July 14, 2020.
- B. Payment of checks #901185 through #901187 and #E00141 and #81358 and #81360 through #81376 and #E00143 through #E00148 and #E00149 through #E00151 and #81378 through #81387 and #E00152 through #E00156 from the General Fund for \$429,696.74; #81359 and #E00142 and #901188 and #81377 and #E00157 from the Construction Fund for \$263,113.61.

Citizen Comments: *Open to the public for comment. Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit further comments in writing to the Clerk of the Board.*

Action Items

- 1. South Hangar Site Development Plan Public Utilities Construction Agreement

Staff Reports

Commission Reports / New Business

Executive Session *(if necessary)*

Adjournment

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

<u><i>Date</i></u>	<u><i>Time</i></u>	<u><i>Meeting</i></u>
<i>07/28</i>	<i>6:00 pm</i>	<i>*Commission Regular Meeting via ZOOM</i>
<i>08/11</i>	<i>10:00 am</i>	<i>*Commission Regular Meeting via ZOOM</i>

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

July 14, 2020
10:00 AM

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

Commissioners and Staff Present

Commissioners

Cary Bozeman
Axel Strakeljahn
Gary Anderson

Staff Members

Jim Rothlin
Fred Salisbury
Sherman Hu
Arne Bakker
James Weaver
Warren Hendrickson
Ginger Waye
Anne Montgomery, Atty

Call to Order

President Bozeman called the meeting to order at 10:00 a.m.

Approval of Agenda

It was moved by STRAKELJAHN, seconded by ANDERSON to:

Approve the Agenda as presented.

MOTION CARRIES, 3-0

Consent Items

- A. Minutes of the regular business meeting of June 23, 2020 and the special meeting of June 30, 2020.
- B. Payment of checks #901176 through #901179 and #81301 through #81302 and #901180 through #901182 and #81310 through #81344 and #E00130 through #E00137 and #901184 and #81350 through #81357 and #E00138 through #E00140 from the General Fund for \$113,021.81; #81303 through #81309 and #81345 through #81349 from the Construction Fund for \$32,832.70.

It was moved by ANDERSON, seconded by STRAKELJAHN to:

Approve the Consent Items as presented.

MOTION CARRIES, 3-0

Information Items

1. Traffic Study Presentation on the State Hwy 3 and Airport-Industrial Way Intersection – Len Psyk, Panattoni Development

Mr. Psyk provided a conceptual layout drawing and an overview of the Hwy 3 – Airport Way proposed roundabout and approach improvements that will be fully funded by the Panattoni Development project. Jeff Schramm and Elyse Stemmler of TENW, traffic engineers, provided technical details. Mr. Psyk and TENW responded to questions and comments from the Board and staff regarding project, transportation, and stormwater details and issues.

Citizen Comments - None

Action Items - None

Staff Reports

Jim Rothlin, Chief Executive Officer

- Provided status reports on the following projects:
 - NE Campus II Lot 2 starter building
 - Highway 3 frontage site development
 - Port Orchard Marina Breakwater design consultant selection and grant application
 - Runway/taxiway lighting
 - South hangar phase 1 site development
- Along with Commissioner Anderson met with Port Orchard Mayor Rob Putaansuu.
- In response to Commissioner Bozeman's question, stated that the Port is hanging tight and steady with the Covid-19 situation but has everything in place to meet all requirements once the County is able to move into Phase 3.

Commission Reports / New Business

Commissioner Strakeljahn

- Will be attending meetings on the Gorst transportation issues during the next couple of weeks.
- Will be attending the upcoming Kitsap Public Facilities District (KPF) meeting.

Commissioner Anderson

- Reported on the Port Orchard Marina breakwater design/permitting selection interviews.
- Described the meeting with the Port Orchard Mayor and lobbyists about working together for making a request for state capital funding.

Commissioner Bozeman

- Attended the virtual Puget Sound Regional Council Transportation Policy Board meeting as the Port Alternate.
- Represents the Port on a COVID-19 coalition team and discussed the reports presented at a recent virtual meeting.

Executive Session - None

Adjournment

There being no further business before the Board, the meeting was adjourned at 10:48 a.m.

Submitted,

Jim Rothlin
Chief Executive Officer
July 23, 2020

Approved,

Gary Anderson
Commission Secretary
July 28, 2020

Draft

PORT OF BREMERTON
AGENDA SUMMARY

Agenda Item No: Action Item #1
Subject: Approval of Airport South Hangar Site Development Plan Public Utilities Construction Agreement
Prepared By: Warren Hendrickson, Airport Manager
Meeting Date: July 28, 2020

Summary:

The bid award for the South Hangar Project was approved by the Port Commission on June 23, 2020. This project, now under construction, is the site development for Phase 1 – which creates 3 pad-ready sites for corporate jet hangars – and provides the infrastructure required for a future Phase 2, which will include approximately 27-35 box and t-hangars for general aviation aircraft.

The execution of the Airport South Hangar Project Site Development Plan (“Project”) requires a three-way Public Utilities Construction Agreement (attached) between the Port (“Owner”), the City of Bremerton (“City”), and Nordland Construction NW (“Contractor”), and is not expressly assigned within the CEO’s delegation of authority. The Port Attorney reviewed and approved this agreement on July 13, 2020.

The Agreement provides for Owner fees and expenses and Contractor bond requirements. It also includes provisions for design, permitting, insurance, work requirements, inspections/final acceptance, and related topics.

Fiscal Impact:

Owner fees and expenses to the City (in nine categories) total \$83,134.93, an amount that was included in the fiscal analysis of the bid award.

Strategic Purpose:

This contract aligns fully with the strategic purposes of this project.

Recommendation:

Port staff recommends the approval of the Airport South Hangar Project Site Development Plan Public Utilities Construction Agreement.

Motion for Consideration:

Move to approve the Airport South Hangar Project Site Development Plan Public Utilities Construction Agreement with the City of Bremerton and Nordland Construction NW and authorize the CEO to execute the contract.

PUBLIC UTILITIES CONSTRUCTION AGREEMENT

THIS IS A CONTRACT between the **City of Bremerton**, a first class municipal corporation of the State of Washington (“City”), and the Port of Bremerton (“Owner”), and Nordland Construction NW Owner’s contractor (“Contractor”). It is effective on the date executed by all the parties.

Background

A. Owner is the owner of real property commonly known as Bremerton National Airport South Hangar Project. Owner is making improvements to that real property. Incidental to those improvements, Owner is required by the City to construct and dedicate for public purpose utility improvements known as Airport South Hangar Project Site Development Plan (“Project”).

B. Owner has selected Contractor to construct the Project.

C. Owner shall remain responsible and liable to the City for all aspects of the performance of this agreement including the concurrent responsibility and liability for the Contractor’s performance under this agreement.

Terms

1. DESCRIPTION OF THE PROJECT: The Owner has retained a licensed Professional Engineer registered in the State of Washington ("Design Engineer") who has designed the Project as set forth in the approved plans and specifications attached (“Plans”):

Site Development includes a water main extension to support three airport hangars.

The Contractor will physically construct the project providing all performance of work, including all labor, materials, transportation, equipment, supplies, and services necessary for and reasonably incidental to the completion of all work as set out in the Plans.

2. FEES AND EXPENSES:

A. The Owner agrees to pay in advance the following fees and expenses associated with the project and required by the Bremerton Municipal Code:

3 – 1” Water Meters Connection	\$ 10,686.00
Water GFC	\$ 18,828.00
Water inspection fee	\$ 1,632.00
Water Miscellaneous	\$ 2,181.00
Water Main Extension plan check	\$ 581.93
Stormwater Preliminary Drain	\$ 708.00
Stormwater General Facility Charge (GFC)	\$ 46,508.00
Stormwater Final Drain	\$ 770.00
Stormwater Conveyance Inspection	\$ 1,240.00

Total: \$ 83,134.93

B. The Contractor shall be responsible for obtaining and paying for necessary permits from other governmental agencies and shall be responsible for any additional costs for inspection billed to the City by any government agency, including but not limited to the City of Bremerton, Kitsap County, or the State of Washington.

C. The Owner shall pay all costs associated with easement acquisition and insuring title to the properties.

D. The Contractor shall post with the City Treasurer a Performance Bond prior to construction and a Warranty Bond upon completion of the work. The bonds shall be posted in the amounts as follows:

Performance Bond

(1) One hundred and fifty percent (150%) of the Design Engineer's estimated cost of construction, as approved by the City, for all work occurring within public right-of-way or on City Property and/or twenty percent (20%) on private property.

Warranty Bond

(1) Twenty percent (20%) of the actual cost of construction.

E. The bonds shall provide, the following:

(1) The Contractor shall complete the project in accordance with good and accepted engineering and construction practice.

(2) The Contractor shall comply with all the terms of this agreement.

(3) The Contractor shall fully comply with all requirements of law in carrying out the project, and shall comply with all lawful requirements imposed by any agency with jurisdiction relating to the project.

(4) The Warranty Bond shall be effective for two years after completion of construction unless affirmatively released sooner by the City, and shall guarantee the completed projects against defects in workmanship and materials.

(5) The bond must be approved by the City's Risk Manager and may include one or more surety bonds issued by any surety company that is licensed to do business in the State of Washington and meets the City's Risk Managers rating criteria. The Surety bond may be substituted by a cash deposit in the full-required amount deposited with the City Treasurer or an irrevocable and unrestricted assignment of funds on deposit in a licensed bank or credit union, in the full-required amount.

F. Contractor shall possess a current Bremerton Business License and regulatory licenses required to fulfill Contractor's obligations under this contract. As an independent contractor, Contractor is responsible for payment of all taxes and licensing fees necessary to perform its obligations under this Agreement. These taxes and fees include but are not limited to State industrial insurance, B&O, and City business licensing. If any taxes or fees due the City have been declared delinquent, Contractor, by this agreement, assigns any payments due under this contract to the City Clerk for payment of such taxes. The City may also withhold the delinquent amount, plus any additional charges arising from the delinquency, from any payments due Contractor.

3. REPRESENTATIVES: The Owner and Contractor hereby name the following persons as the representative of the Owner and Contractor for all purposes required by this agreement:

Owner

Name: Jim Rothlin
Phone: (360) 813-0821
Address: 8850 SW State Hwy 3
Bremerton, WA 98312
Email: jimr@portofbremerton.org
Fax: (360) 674-2807

Contractor

Name: Tom Johnson
Phone: (360) 774-1274
Address: 123 Ponderosa Place
Nordland, WA 98358
Email: nordlandconstructionnw@hotmail.com
Fax: (360) 379-5182

The Owner and Contractor warrant that their representatives have full authority to bind them in all respects required by this agreement, and all applicable government requirements imposed by any agency with jurisdiction. The City hereby designates Vicki Grover of its Department of Public Works and Utilities as its Project Manager and warrants that the Project Manager has full authority to exercise such discretion as does the Director of Public Works and Utilities under the ordinance of the City for purpose of carrying out the terms of this agreement.

Notices shall be in writing and delivered by personal service or first class mail to the above addresses for the Contractor and Owner, and for the City they shall be delivered to:

City:

City of Bremerton
ATTN: Vicki Grover
3027 Olympus Dr.
Bremerton WA. 98310
Tel: (360) 473-5285

4. PROJECT DESIGN: The Owner will retain a Design Engineer who shall design the project, prepare the necessary plans, and provide construction engineering to the extent reasonably necessary.

The Owner shall use the following up to date standards for drafting, design and construction of the project. Deviation from City standards will not be accepted.

- Standard plans and specification provided by the City.
- Bremerton Utilities Development and Construction Standards.
- Washington State Department of Ecology's Stormwater Management Manual for the Puget Sound Basin.
- American Waterworks Association Standards.
- Washington State Department of Transportation's Standard Specifications for Road, Bridge, and Municipal Construction.

5. PUBLIC WORKS PROJECT PERMIT: The City's Project Manager will review the project design, plans, and specifications, and when satisfied the work is in accordance with City standards, shall approve the plans by stamping and signing four (4) copies of the plan sheets. The City reserves the right to require modification of the plans at the Contractor's expense in the event of errors or mistakes in the drawings, or if new information becomes available which requires a change in the plans to properly accomplish the project. Plan changes initiated by the Contractor must be approved in writing by the City's Project Manager prior to commencement or alteration of the work. Proposed plan changes shall be accompanied by an estimate of value.

The City will issue a Public Works Project Permit upon completion of the following:

- Construction Plans and Specifications have been approved by the City's Project Manager.
- Deposit of advance cash deposits as stated in this agreement with the City Treasurer.
- Approved bonds posted with the City Clerk.
- Proof of insurance approved by the Risk Manager.
- A copy of the City or County right-of-way permit submitted to the Utility.

6. INSURANCE: The Contractor shall provide liability and property damage insurance covering all work under this agreement for construction within the public right-of-way and on City property, including all work provided by subcontractors. Said insurance shall name the City of Bremerton as additional insured and provide the following limits:

- Bodily injury, \$2,000,000.00 each person;
- \$2,000,000.00 each accident; and
- Property damage, \$500,000.00

The Contractor's insurance shall be primary and non-contributory insurance as respects the City and shall contain a waiver of subrogation against the City for claims arising out of any operations, liabilities and obligations to which coverage applies.

Evidence of such insurance shall be provided to the City's Risk Manager prior to issuance of the Public Works Project Permit. Insurer shall provide the City's Risk Manager with 30 days' written notice of any cancellation or change of coverage of the policy.

7. INDEMNIFICATION: Contractor agrees to defend, indemnify, and hold harmless the City and its officials and employees from and against all liability, loss, damages, and expenses, including costs and attorneys' fees, resulting in whole or in part from actions, claims, and lawsuits arising or alleged to have arisen, in whole or in part, out of or in consequence of the acts or failures to act of Contractor, its employees, its subcontractors, its agents, or its assigns in the performance of this Agreement. The City and Contractor have specifically negotiated Contractor's waiver of its immunity under Title 51 RCW, which is hereby waived for purposes of Contractor's indemnification and hold harmless of the City, including the duty to defend. This provision shall be inapplicable to the extent such action, claim, or lawsuit is judicially found to arise solely from the acts or failures to act of the City. **The provisions of this section shall survive the termination or expiration of this agreement.**

8. PROSECUTION OF WORK:

A. Construction of the project shall be initiated by the Contractor within one (1) year of execution of this agreement or within 30 days of issuance of the Project Permit, whichever shall sooner occur. Failure to begin work within the one-year limit shall result in forfeiture of all rights under the agreement regardless of any other provisions of this agreement.

B. The Contractor agrees to continuously pursue work and complete the project within six (6) months of permit issuance.

9. ADDITIONAL CONSTRUCTION WORK REQUIREMENTS: The Contractor in addition to other duties included in this agreement shall comply with the following:

A. Schedule system connections with the Project Manager and meet all requirements for the connection and testing of their improvements in the presence of the City's authorized representative. Major system connections to the City's system shall not be authorized on Fridays. Subsequent operation of system valves must be performed by City personnel.

B. No work shall be performed by the Contractor other than Monday through Friday between 7:30 a.m. and 6:00 p.m., exclusive of City holidays, except with written prior consent of the City's Project Manager. If consent is given by the City's Project Manager for work on Saturday, Sunday or holidays or before or after the normal working hours above, the Contractor shall pay to the City the reasonable cost of furnishing the required inspection and supervision during said periods.

C. Remove and correct at the expense of the Contractor any improvements not authorized or constructed in compliance with the Utilities Development and Construction Standards.

D. Restore all public and private property disrupted by the installation of the project to its original condition upon completion. The entire job site will be maintained in a neat and workman like appearance. The Contractor will provide landscape restoration including sodding, seeding or barking as may be required by the City's Project Manager. Landscape restoration shall follow installation of the various segments of the project as closely as is practicable. When, in the opinion of the City's Project Manager, landscape restoration has fallen behind installation of the segments of the project, the Project Manager may halt all construction work until restoration catches up.

E. Notify the City when the project is ready for final inspection and approval by the Utility.

10. INSPECTIONS AND FINAL ACCEPTANCE:

A. The City will provide periodic inspection during construction to ensure that the work complies with plans and City Utilities and Construction Standards. Inspections by the City shall not relieve the Contractor of its responsibility to construct the project in full accord with the standards of

the City. Nor shall inspection be deemed to be supervision of the project, methods or means of performance, compliance with construction site safety requirements, or the Contractor's employees.

B. All easements necessary for the project have been obtained in the name of the City, accepted by the Project Manager, and recorded with the County Auditor.

C. Within thirty (30) days of final inspection, furnish a complete set of Mylar "Asbuilt" drawings of the project improvements that have been prepared and stamped by the Design Engineer and a complete set of electronic Asbuilt drawings, in Autocad® 2000i.

D. Upon final approval of project construction by the City's Project Manager, the City shall accept and approve a Deed of Conveyance of the project improvements for the Contractor on a form approved by the City Attorney. Approval of the deed shall constitute completion of the project for the purposes of:

- (1) Computing the guarantee period required by this agreement for bonding.
- (2) Commencement by the City of its usual and customary maintenance of the project improvements.
- (3) Commencement of utility services upon payment of service fees.

11. GENERAL CONDITIONS:

A. Reports and Information: When requested by the City, Contractor shall furnish periodic reports and documents on matters covered by this Agreement. The reports and documents shall be furnished in the time and form requested. Contractor shall maintain accounting records in accordance with Generally Accepted Accounting Principles (GAAP) to substantiate all billed amounts.

B. Entire Agreement: This Agreement and its Exhibits constitute 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. The section headings and article titles of this Agreement shall have no effect upon the construction or interpretation of any part hereof.

C. Severability: Should any part of this Agreement be found void, the balance of the Agreement shall remain in full force and effect.

D. Modification: This Agreement may only be modified by written instrument signed by both Parties.

E. Waiver: Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

F. Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws in performing its obligations under this Agreement.

G. 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 Kitsap County Superior Court.

12. NON-COMPLIANCE/TERMINATION: Failure to comply with the terms of this agreement within 60 days following written notice by the Project Manager shall automatically result in the termination of service and forfeiture of bonds and shall not relieve the Owner or Contractor of the duty to comply with all the terms of this agreement, paying all sums due.

13. SUCCESSORS AND ASSIGNS: The City, Owner and Contractor each agree to be bound to the other party in respect to all covenants, agreements, and obligations contained in this contract. Neither party shall assign the contract in part or as a whole, without the written consent of the other.

IN WITNESS WHEREOF the parties hereto have executed this Contract the date and year indicated.

Owner

Jim Rothlin, Chief Executive Officer

Date

Contractor

Tom Johnson, President

Date

CITY OF BREMERTON

Greg Wheeler, Mayor

Date

Departmental Approval

Thomas Knuckey, P.E.
Director of Public Works and Utilities

Approved as to form:

Roger Lubovich, City Attorney

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