

**PORT OF BREMERTON**  
**BOARD OF COMMISSIONERS**  
**REGULAR BUSINESS MEETING**

**A G E N D A**

March 9, 2021  
10:00 AM

**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 and executive session of February 23, 2021.
- B. Payment of checks #901303 through #901306 and #82157 through #82188 and #E00397 through #E00402 and #E00404 and #82191 through #82202 and #E00405 through #E00415 and #82203 and #901307 through #901309 and #901310 through #901313 and #901314 from the General Fund for \$161,278.03; #E00396 and #82156 and #E00403 and #82189 through #82190 from the Construction Fund for \$66,982.63.

**Information Items**

1. Multi-Purpose Facility Update

**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. Taxiway Relocation/Apron Relocation Project #02-20-0303 Design Services Contract with Century West Engineering (Task Order #14)
2. Real Estate Purchase and Sale Agreement
3. Regional Center Interlocal Agreement (ILA) with Kitsap Public Facilities District

**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>03/09</i>	<i>10:00 am</i>	<i>*Commission Regular Meeting via ZOOM</i>
<i>03/16</i>	<i>11:00 am</i>	<i>Kitsap Regional Coordinating Council (KRCC) Executive Committee</i>
<i>03/16</i>	<i>1:30 pm</i>	<i>KRCC PlanPOL</i>
<i>03/23</i>	<i>2:00 pm</i>	<i>Central Puget Sound Economic Development District (CPSEDD) Broadband Access Work Session</i>
<i>03/23</i>	<i>6:00 pm</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**

February 23, 2021  
6:00 PM

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

**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 6:00 p.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 February 9, 2021.
- B. Payment of checks #E00385 and #82117 through #82131 and #E00386 through #E00391 and #82132 through #82133 and #E00392 and #82138 through #82155 and #E00393 through #E00395 from the General Fund for \$119,038.41; #82112 through #82116 and #82134 through #82137 from the Construction Fund for \$160,892.97.

**It was moved by BOZEMAN, seconded by ANDERSON to:**

Approve the Consent Items as presented.

**MOTION CARRIES, 3-0**

## Information Items

1. Gorst Coalition Memorandum of Understanding (MOU)

CEO Jim Rothlin explained that the Gorst Coalition is made up of public agencies, businesses, and community partners within Kitsap and Mason Counties in order to create a strong, organized lobbying effort to find and secure state and federal resources needed to address the SR3/SR16 transportation issues.

Commissioner Strakeljahn, co-chair of the Coalition, provided detail on the MOU highlighting the organizational chart and speaking to the expertise of the Thompson Consulting firm that has been enlisted to lead the lobbying effort. All MOU parties are being asked to participate in the funding of this effort and he requested the Port consider participating at a \$20,000 level.

There was discussion among the Board on the excellent work product of the MOU and the history of the Port's funding support of earlier work done for the Gorst corridor and the need to continue that support.

**It was moved by BOZEMAN, seconded by ANDERSON to:**

Move the Gorst Coalition Memorandum of Understanding to Action Items

**MOTION CARRIES, 3-0**

There was further discussion on legal representation and insurance with Commissioner Strakeljahn noting that the fiduciary of the Coalition is the City of Bremerton.

**Citizen Comments - None**

## Action Items

1. Gorst Coalition Memorandum of Understanding

**It was moved by BOZEMAN, seconded by STRAKELJAHN to:**

Approve membership in the Gorst Coalition and accept the Memorandum of Understanding

**MOTION CARRIES, 3-0**

**It was moved by BOZEMAN, seconded by ANDERSON to:**

Approve appropriation of annual \$20,000 to the Gorst Coalition.

**MOTION CARRIES, 3-0**

## **Staff Reports**

### *Jim Rothlin, Chief Executive Officer*

- Reported on airport and marina actions during the recent snowstorm which minimized negative impact. At the airport was able to get the Airlift Northwest ramp cleared for their operations but discussed the difficulties encountered with clearing the runway. At the marina was able to use the saltwater pumps to keep snow from building up on the shed roofs and discussed the crew's efforts in keeping docks clear and assisting with a boat taking on water. Commissioner Bozeman suggested having future discussion on what it would take to avoid the runway issues in the future.
- Reported on the Kitsap Public Facilities District (KPFDD) meeting during which they approved the \$1.4 million Interlocal Agreement (ILA) with the Port for the Circuit of the Northwest regional sports center and community center. The ILA will be brought before the Board at a future meeting.
- With the help of Commissioner Anderson, we are working with the Port Orchard Community Center on putting together the process for the waterfront center which is still in the brainstorming process. There was full discussion with the Board on the need to maintain adequate marina parking and access for our tenants.

## **Commission Reports / New Business**

### *Commissioner Anderson*

- Attended the Kitsap Economic Development Alliance forum and also met with Executive Director Joe Morrison previous to the forum. Reported on the statistics presented at the forum regarding Kitsap County COVID-19 numbers by region and the relationship to the economic health in those regions.

### *Commissioner Strakeljahn*

- An official legislative request, sponsored by Representative Drew McEwen, has been made regarding the Gorst corridor.
- Thanked Commissioner Bozeman for inviting him to be a guest on his "Conversation with a Community Leader" series on Bremerton-Kitsap Access Television (BKAT).

### *Commissioner Bozeman*

- Need to pay attention to downtown Seattle; offices are empty with people working from home and they may continue to do so. That will affect Kitsap County by having more people moving to the outskirts and, with the Shipyard having an enormous workload, it presents some real opportunity for the Port.
- COVID-19 vaccinations seem to be unorganized although they are finally getting their act together with the local health department getting stronger. Looking toward 1<sup>st</sup> quarter of 2022 for no mask wearing.

## **Executive Session**

President Bozeman recessed the meeting at 6:45 p.m. and reconvened into executive session for approximately 15 minutes regarding: real estate [RCW 42.30.110(1)(c)]. At 7:00 p.m. executive session was extended 15 minutes.

At 7:15 p.m. the regular meeting was reconvened.

## **Adjournment**

There being no further business before the Board, the meeting was adjourned at 7:15 p.m.

Submitted,

Jim Rothlin  
Chief Executive Officer  
March 4, 2021

Approved,

Gary Anderson  
Commission Secretary  
March 9, 2021

Draft

**PORT OF BREMERTON**  
**BOARD OF COMMISSIONERS**  
**EXECUTIVE SESSION**

**MINUTES**

February 23, 2021  
6:42 PM

**Remote Access Only**  
**Zoom Meeting**

**Call to Order**

President Bozeman called the executive session to order at 6:42 p.m., February 23, 2021.

**Commissioners and Staff Present**

Commissioners

Cary Bozeman  
Axel Strakeljahn  
Gary Anderson

Staff Members

Jim Rothlin  
Fred Salisbury  
Arne Bakker  
James Weaver  
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 7:15 p.m.

Submitted,

Approved,

Jim Rothlin  
Chief Executive Officer  
March 4, 2021

Gary Anderson  
Commission Secretary  
March 9, 2021

# **PORT OF BREMERTON**

## **AGENDA SUMMARY**

Agenda Item No: Action Item #1

Subject: Award of Design Contract: Century West Engineering  
Taxiway Relocation/Apron Rehabilitation (TR/AR) Project

Prepared By: Warren Hendrickson, Airport Manager

Meeting Date: March 9, 2021

### Summary:

The FAA has authorized the expedited design and construction of the Taxiway Relocation/Apron Rehabilitation (TR/AR) Project. This project will be designed by Century West Engineering (CWE), and includes the relocation of Taxiway A3 to meet airfield design standards, the rehabilitation of both the north and south aprons, a weight capacity increase of the corporate hangar taxiway, Taxiway A4 revisions to improve military operations, and a new taxiway to serve south apron tie-down parking. These improvements are intended to maintain airfield operational capabilities into the future, provide additional capacity to serve military aircraft, and improve safety.

CWE has submitted a scope and fee proposal which has been reviewed and approved by Port staff. As required by the FAA, an Independent Fee Estimate (IFE) was conducted by DOWL. The proposed CWE design fee and the IFE are within the ten percent maximum difference permitted by FAA requirements. CWE's fee for project design is \$337,624.00. The Port cost share of this project is 10 percent (\$33,762.40) and is provided for in the 2021 Airport Capital Budget. The Port will also submit a grant application to WSDOT Aviation to provide up to 5 percent funding, potentially reducing the Port's cost burden. The FAA's formal concurrence of design award is in process and expected imminently. Receipt of the FAA grant offer (AIP 35) is expected in the third quarter of 2021.

### Fiscal Impact:

Total TR/AR Budget (Design + Construction): \$3,008,600.00

- FAA AIP 35 grant funding: \$2, 707,740.00 (90%)
- Amount budgeted from Port funds: \$300,860.00 (10%)

Design-Only Project Cost: \$337,624.00 (11.2% of total TR/AR budget)

- Amount funded by FAA grant: \$303,861.60 (90%)
- Amount funded by Port: \$33,762.40 (10%)

Should WSDOT Aviation grant the full 5% award maximum (an outcome not guaranteed), the Port's cost burden could be further reduced to:

- Total TR/AR Budget (Design + Construction): \$150,430.00 (5%)
- Design-Only Project Cost: \$16,881.20 (5%)

Strategic Purposes:

Goal 2: Operate all Port facilities efficiently and cost effectively with a high degree of customer service.

Goal 6 - Develop and fund a 20-year asset replacement/major maintenance schedule.

Recommendation:

With FAA concurrence of the TR/AR design award, recommend approval of CWE Task Order 14 in the amount of \$337,624.00 and authorize the CEO to execute the contract.

Motion for Consideration:

**Move to approve, with FAA concurrence of the TR/AR design award, Century West Engineering Task Order 14 in the amount of \$337,624.00 and authorize the CEO to execute the contract.**

Attachments:

- 1 TR/AR Project Description
- 2 TR/AR Project Maps
- 3 CWE Task Order #14 Contract
- 4 TR/AR Contract Scope of Work
- 5 TR/AR Project Design Fee Breakdown



## **Bremerton National Airport Taxiway Relocation / Apron Rehabilitation Project**

The Port of Bremerton intends to relocate an existing taxiway to meet FAA standards, as depicted on the FAA-approved Airport Layout Plan. The proposed Port project also includes undertaking reconstruction, rehabilitation, and/or making additions to the North and South Aprons located on the west side of the airport runway adjacent to the Port offices. The proposed locations for improvements are indicated on the attached project layout maps.

Both the existing North and South tie-down aprons serve Aircraft Design Group (ADG) I aircraft with wingspans less than 49'. The existing configurations do not currently meet ADG taxiway object free area standards and must be reconfigured.

The South Apron pavement condition index (PCI) values range between 31 and 67 and warrant full-depth reconstruction. The North Apron pavement PCI values range between 52 and 89. Rehabilitation for the North Apron will consist of either seal coat, mill and inlay, or full depth reconstruction depending on the existing pavement condition.

The existing Taxiway A3 provides ADG II aircraft, with wingspans between 49' and 79', access across the apron to the corporate hangars north of the North Apron. The existing Taxiway A3 additionally connects the north apron directly to the runway. Furthermore, the existing taxiway adjacent large hangars in front of the corporate hangars on the North Apron has suffered landing gear penetration of the pavement surface, causing foreign object debris (FOD) generation, and posing an extreme safety hazard to aircraft. Near the South Apron, increasing the taxiway pavement fillets between Taxiway A4, Taxiway A, and the Apron will enhance and foster use of the airport by military aircraft.

The total area for improvement is approximately 8.3 acres. For the Site Plan, see Drawing G-01.

The North Apron project area is approximately 6.3 acres and is anticipated to include:

- Reconstruct the North Apron pavement and reconfigure tie-downs and taxiways, per ADG I standards.
- Reconstruct taxiway adjacent large hangars on north end of North Apron.
- Remove existing Taxiway A3 connector between Taxiway A and the North Apron.
- Construct new Taxiway A3 connector to North Apron to eliminate straight through connection to Runway.  
Construct Taxiway A3 connect to ADG II standards to accommodate corporate hangar access north of the apron.
- Adjust signage and taxiway edge lights for Taxiway A3 connector change.
- Construct storm drainage improvements (if necessary) for new Taxiway A3 connector.
- Construct pavement sub-drainage system for new Taxiway A3 connector.

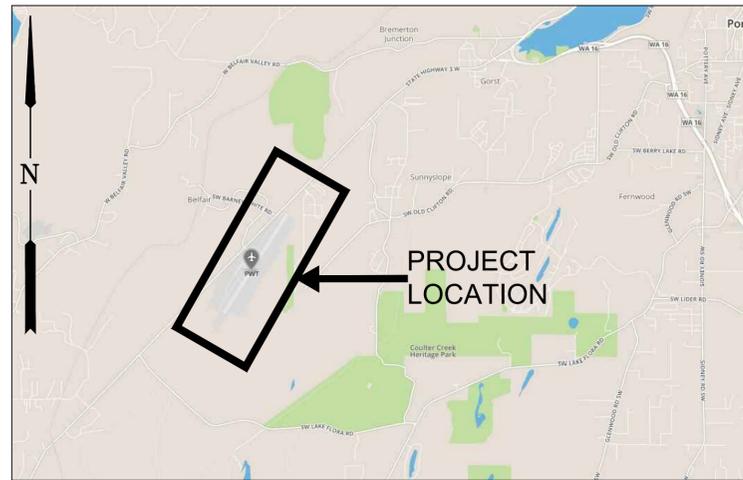
See attached Drawing G-02 for reference of North Apron Improvements.

The South Apron project area is approximately 2.0 acres and is anticipated to include:

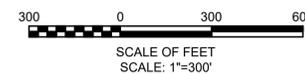
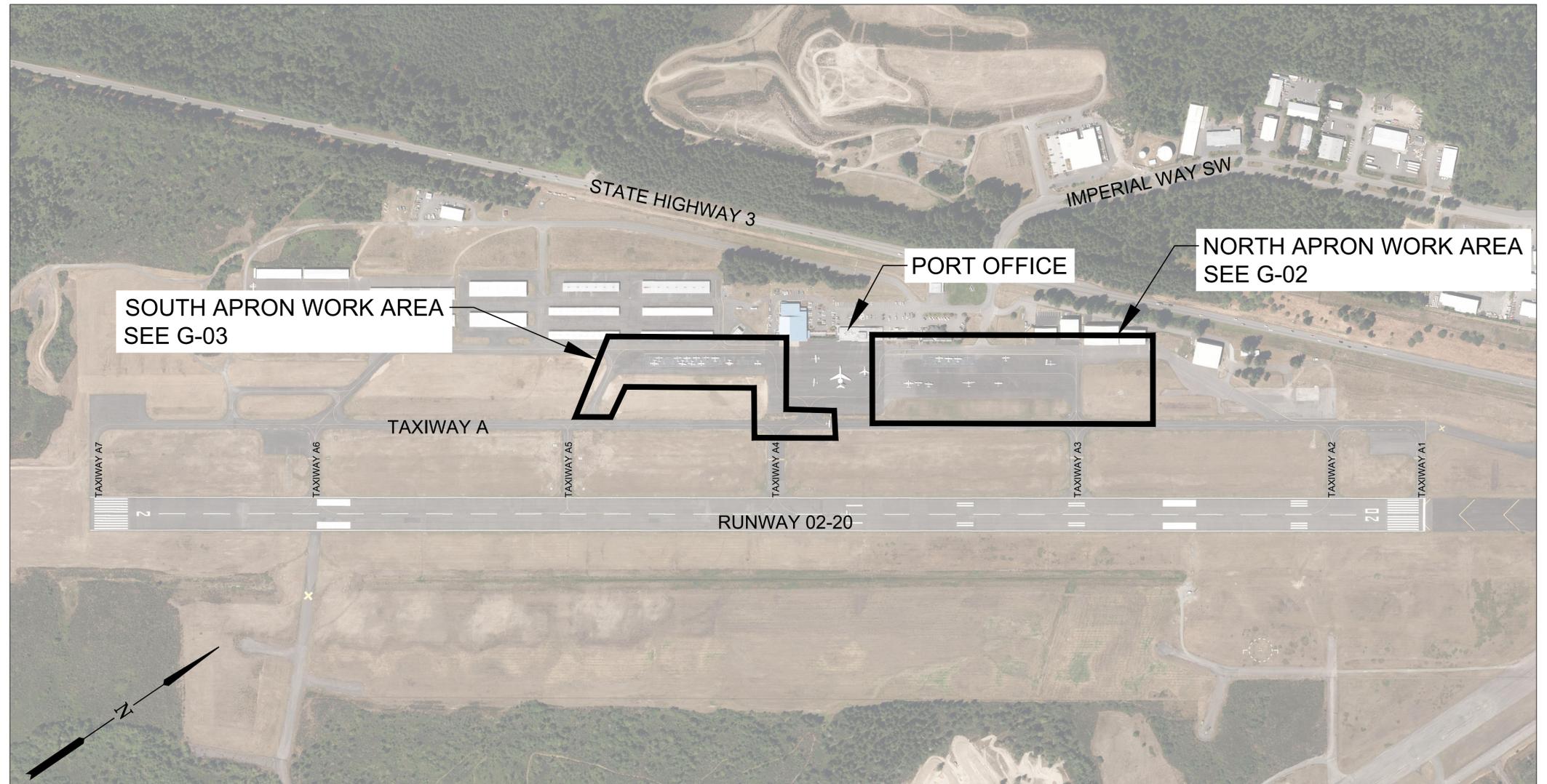
- Reconstruct South Apron pavement and reconfigure tie-downs and taxiways, per ADG I standards.
- Construct additional apron pavement on South Apron to correct non-standard taxiway ADG I object free areas.
- Construct additional taxiway pavement between Taxiway A4, Taxiway A, and the Apron to accommodate military C-40 operations that routinely utilize the Airport for VIP military charters.
- Construct storm drainage improvements (if necessary) for additional South Apron pavement.
- Construct pavement sub-drainage system for new South Apron pavement.

See attached Drawing G-03 for reference of South Apron Improvements.

# PORT OF BREMERTON BREMERTON NATIONAL AIRPORT TAXIWAY RELOCATION & APRON REHABILITATION A.I.P. NO. 3-53-0007-035-2021 FEBRUARY 2021

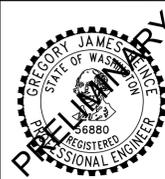


**VICINITY MAP**  
NO SCALE



**SITE MAP**  
SCALE: 1"=300'

**EXHIBIT - FOR REFERENCE ONLY**



**VERIFY SCALES**  
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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS

**CENTURY WEST**  
ENGINEERING

BEND OFFICE  
1020 SW EMKAY DRIVE, #100  
BEND, OR 97702  
541.322.8962  
541.382.2423 FAX

DATE: FEBRUARY 2021	PROJECT NO: TBD
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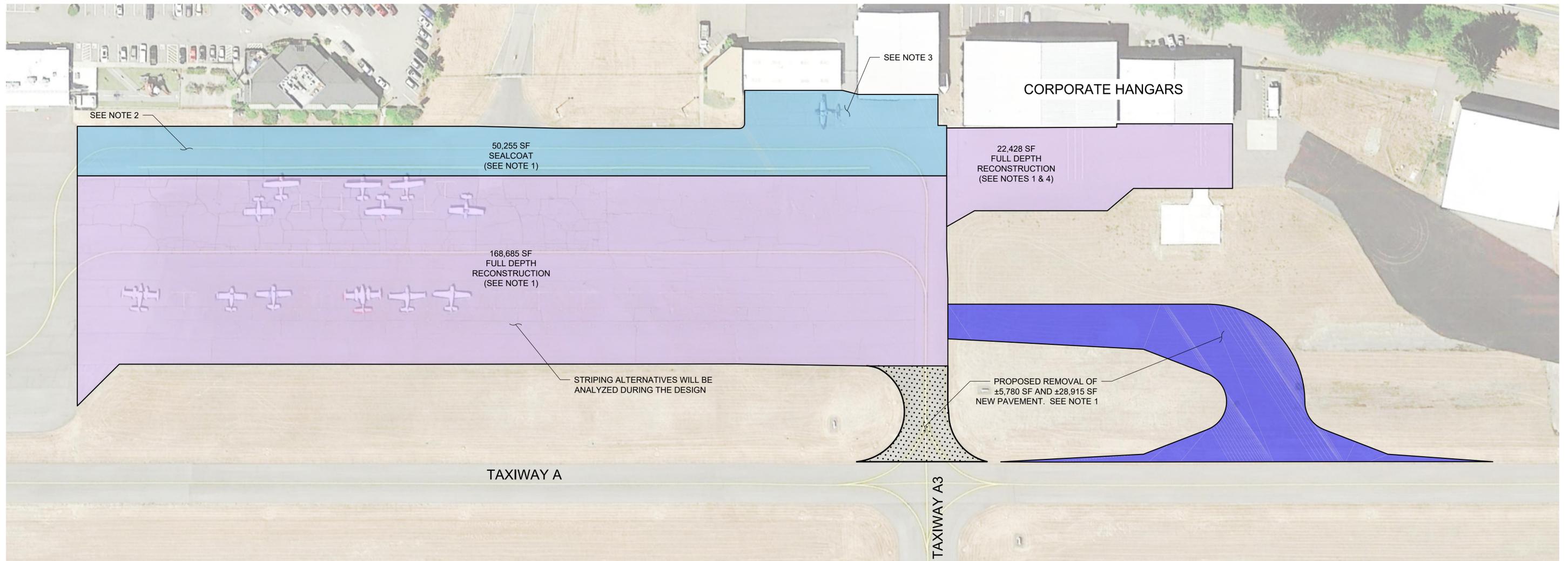
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DRAWN BY: SNB
CHECKED BY: KMA
SCALE: AS NOTED

PORT OF BREMERTON  
BREMERTON NATIONAL AIRPORT  
TAXIWAY RELOCATION & APRON RECONSTRUCTION

SITE PLAN

DRAWING NO. <b>G-01</b>
SHEET NO. 1 OF 3

C:\Dropbox (Centurywest)\Piggy Sound\Projects\BREMERTON, PORT OF\Projects\2021 Task Order 14 - Taxiway Relocation Apron Rehabilitation (Design)\CAD\Pre-Submittal Conference App\CAD\G-02 TO G-03 NORTH AND SOUTH APRONS.dwg

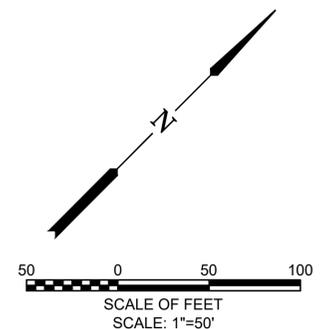


**NOTES:**

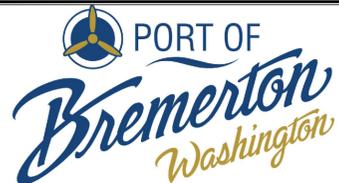
1. ACTUAL AREAS AND TREATMENT METHODS MAY VARY BASED ON FINAL DESIGN CONFIGURATION.
2. MULTIPURPOSE FACILITY WILL HAVE AVIATION-RELATED USE WITH ADJACENT APRON. ENTIRE AREA IS CONSIDER ELIGIBLE FOR AIP PARTICIPATION.
3. SEAL COAT LIMITS ADJACENT TO HANGARS WILL BE ANALYZED DURING THE DESIGN. IT IS ANTICIPATED THE APRON SLOPES AWAY FROM THE HANGARS. THEREFORE, NOT CONSTRUCTING THE SEAL COAT TO THE HANGAR FACES WILL RESULT IN A "DAM" EFFECT AT THE EDGE OF THE SEAL COAT THAT WILL HOLD WATER. IT IS ANTICIPATED THE SEAL COAT LIMITS WILL EXTEND TO HANGAR FACES IN THIS AREA.
4. TAXILANE RECONSTRUCTION AREA. THIS AREA HAS SEEN TWO FAILURES IN RECENT HISTORY WITH AIRCRAFT GEARS PENETRATING THROUGH THE PAVEMENT SECTION. THIS AREA IS IN NEED OF IMMEDIATE RECONSTRUCTION TO AVOID FOD GENERATION AND FOR THE SAFETY OF THE AIRCRAFT UTILIZING THE PAVEMENT.

**LEGEND**

- PROPOSED ASPHALT
- PROPOSED SEALCOAT
- PROPOSED NEW PAVEMENT
- PROPOSED PAVEMENT REMOVAL



**EXHIBIT - FOR REFERENCE ONLY**



**VERIFY SCALES**  
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NO.	DATE	BY	APPR	REVISIONS

**CENTURY WEST ENGINEERING**

BEND OFFICE  
 1020 SW EMKAY DRIVE, #100  
 BEND, OR 97702  
 541.322.8962  
 541.382.2423 FAX

DATE: FEBRUARY 2021 PROJECT NO: TBD

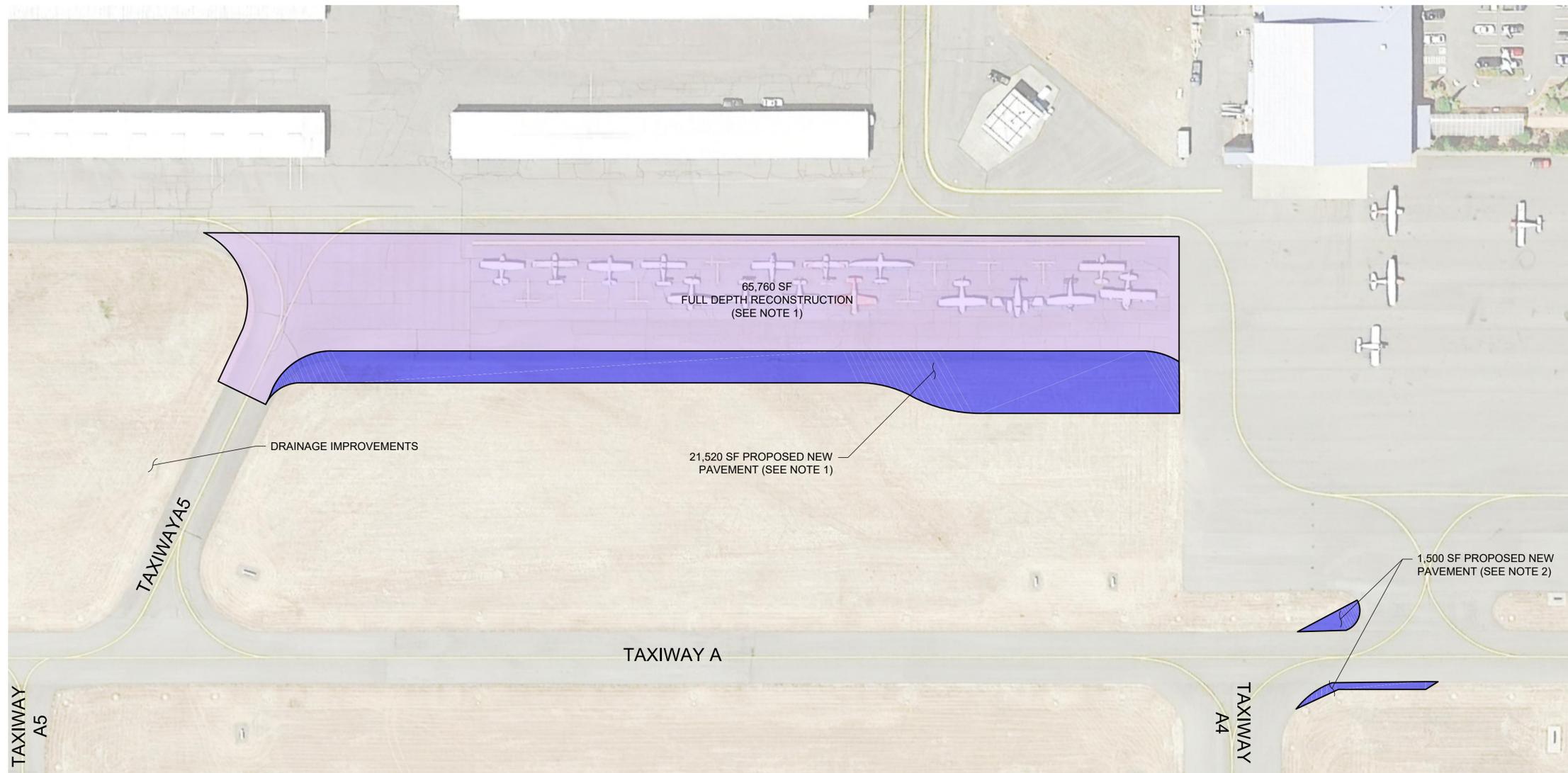
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 DRAWN BY: SNB  
 CHECKED BY: KMA  
 SCALE: AS NOTED

PORT OF BREMERTON  
 BREMERTON NATIONAL AIRPORT  
 TAXIWAY RELOCATION & APRON RECONSTRUCTION

NORTH APRON WORK AREA

DRAWING NO. G-02  
 SHEET NO. 2 OF 3

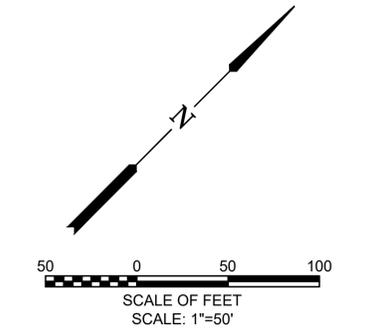
C:\Dropbox (Centurywest)\Piget Sound\Projects\BREMERTON, PORT OF\Projects\2021 Task Order 14 - Taxiway Relocation Apron Rehabilitation (Design)\CAD\Pre-Submittal Conference App\CAD\G-02 TO G-03 NORTH AND SOUTH APRONS.dwg



**LEGEND**

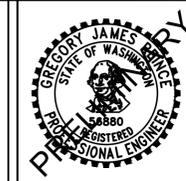
PROPOSED ASPHALT

PROPOSED NEW PAVEMENT



- NOTES:**
1. ACTUAL AREAS AND TREATMENT METHODS MAY VARY BASED ON FINAL DESIGN CONFIGURATION.
  2. EXPANDED TAXIWAY PAVEMENT TO ACCOMMODATE MILITARY C-40 AIRCRAFT THAT ROUTINELY UTILIZE THIS TURNING MOVEMENT. CURRENTLY, C-40 AIRCRAFT ARE RESTRICTED FROM MAKING THIS TURN INTO THE APRON DUE TO LIMITED TAXIWAY WIDTH.

**EXHIBIT - FOR REFERENCE ONLY**



**VERIFY SCALES**  
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 0"  1"  
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS

**CENTURY WEST ENGINEERING**

BEND OFFICE  
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 BEND, OR 97702  
 541.322.8962  
 541.382.2423 FAX

DATE: FEBRUARY 2021 PROJECT NO: TBD

DESIGNED BY: GJR  
 DRAWN BY: SNB  
 CHECKED BY: KMA  
 SCALE: AS NOTED

PORT OF BREMERTON  
 BREMERTON NATIONAL AIRPORT  
 TAXIWAY RELOCATION & APRON RECONSTRUCTION

SOUTH APRON WORK AREA

DRAWING NO. G-03  
 SHEET NO. 3 OF 3

## **AGREEMENT AND AUTHORIZATION FOR PLANNING CONSULTING SERVICES**

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By this Agreement dated \_\_\_\_\_, **Port of Bremerton (PoB)** (Client) authorizes **Century West Engineering Corporation (CWEC)** (Consultant) to carry out and complete the following Services in consideration of the mutual covenants set forth in the Professional Engineering Services Agreement (Master Agreement), executed between PoB and CWEC, and dated on February 2, 2018.

**Project:**           **Task Order #14 - Bremerton National Airport (Owner Port of Bremerton)  
Taxiway Relocation/Apron Rehabilitation Project  
Engineering Design and Bidding Services**

**Project No.:**    12445.014.01

### **Scope of Services:**

The scope of services for engineering design and bidding services for the Taxiway Relocation/Apron Rehabilitation Project at the Bremerton National Airport, is as detailed in the attached Exhibit A "Scope of Work."

### **Opinion of Probable Costs:**

The engineering design and bidding services contract amount for the Taxiway Relocation/Apron Rehabilitation Project at the Bremerton National Airport, is set at \$337,624 (time and expense, not to exceed). Personnel labor fees and expenses are detailed in the attached Exhibit B "Fee Summary."

### **Exhibits:**

Exhibit A – Scope of Work  
Exhibit B – Fee Summary

### **Port of Bremerton**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **Century West Engineering Corporation**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A  
Scope of Work**

**Engineering Design and Bidding Services for  
Bremerton National Airport  
Taxiway Relocation/Apron Rehabilitation Project  
AIP #3-53-0007-035-2021**

**2 March 2021\_r6**

**GENERAL**

The general scope of work is to provide engineering design and bidding services for the Apron, Taxilane, and Taxiway Connector pavement improvements at the Bremerton National Airport (PWT).

The Bremerton National Airport terminal area aprons intending to be reconstructed and improved includes the north and south tie-down aprons. These aprons are depicted on the attached project diagram. Both the North and South tie-down aprons serve ADG I aircraft. The existing apron tie-down configurations do not currently meet ADG I taxilane object free area standards. The existing Taxiway A3 (formerly D) provides ADG II aircraft access across apron to the corporate hangars north of the North Apron. The existing Taxiway A3 also connects the north apron directly through to the runway.

The intent of this project is to reconstruct the aprons, and relocate the Taxiway A3 connector to eliminate straight through access to the runway. The aprons will be reconstructed and reconfigured to meet ADG I standards, and Taxiway A3 will be relocated and constructed to meet ADG II standards.

Project ground disturbance is anticipated to be limited to previously disturbed and developed pavement and infield areas. Ground disturbance is anticipated to include pavement reconstruction, pavement removal, new pavement construction in previously disturbed and graded infield areas, trenching excavation for drainage and electrical improvements, excavation associated with setting sign foundations, and isolated surface grading around improvements.

Specific improvements within this project are anticipated to include:

**North Apron**

1. Reconstruct North Apron pavement and reconfigure tie-downs and taxilanes (per ADG I standards)
2. Reconstruct taxilane adjacent large hangars on North end of North apron. This specific area has seen at least two failures in recent history with aircraft landing gears penetrating the existing pavement resulting in FOD generation and an extreme safety hazard to aircraft. This area is considered AIP eligible for the following reasons:
  - Pavement strengthening is required to accommodate existing aircraft served.
  - Multiple operators utilize this affected taxilane and is eligible for AIP participation.
3. Remove existing Taxiway A3 connector between Taxiway A and the North Apron
4. Construct new Taxiway A3 connector to North Apron to eliminate straight through connection to Runway. Construct Taxiway A3 connector to ADG II standards to accommodate corporate hangar access north of the apron.
5. Adjust signage and taxiway edge lights for Taxiway A3 connector change
6. Construct storm drainage improvements (if necessary) for new Taxiway A3 connector
7. Construct pavement sub-drainage system for new Taxiway A3 connector.

See attached Exhibit 1 for reference of North Apron improvements.

### **South Apron**

8. Reconstruct South Apron pavement and reconfigure tie-downs and taxilanes (per ADG I standards)
9. Construct additional apron pavement on South Apron to correct non-standard taxilane ADG I object free areas
10. Construct additional taxiway pavement between Taxiway A4, Taxiway A, and the Apron to accommodate military C-40 operations that routinely utilize the Airport for VIP military charters. The current configuration requires a specific waiver (if granted) or a complete runway closure for the duration of the time on the ground by the

aircraft. Increasing the fillets will enhance airport use by military aircraft that routinely utilize the Airport and reduce the need for runway closures.

11. Construct storm drainage improvements (if necessary) for additional South Apron pavement
12. Construct pavement sub-drainage system for new South Apron pavement

See attached Exhibit 2 for reference of South Apron improvements.

The final determination and extent of project elements will be developed as part of the preliminary engineering investigations/assessments anticipated within the engineering scope of services. Upon completion of the preliminary assessments, a final list of improvements to undertake as part of the project will be developed and submitted to the FAA for review and concurrence. The final list of improvements will identify AIP eligible vs. non-eligible (if any) elements of the project.

The prime consultant for this project is Century West Engineering (CWE). KPG will provide survey services, and HWA Geosciences will perform geotechnical/pavement investigations for the project. All services will be performed by CWE and subconsultants as indicated.

## **A. PRELIMINARY DESIGN, FINAL DESIGN, & BIDDING SERVICES**

### **TASK 1 - PROJECT MANAGEMENT & ADMINISTRATION (CWE)**

#### **Task 1 Work Items:**

1. Records research for pre-design coordination:  
  
Perform research of the existing airport and public records of apron pavement conditions and structure.
2. Project formulation analysis:  
  
Prepare a programming level cost estimate for the proposed project. This program level estimate will be utilized to finalize project scope parameters and will be utilized to prepare the FAA AIP grant application.
3. Perform pre-design coordination with the Airport and FAA, using the FAA pre-design conference checklist as a basis of the scope development. This effort includes attending and participating in up

- to two conference call meetings with the Airport and the FAA.
4. Finalize work scope, schedule, and negotiate contract with the Owner.
  5. Provide a detailed scope of work and figures without costs to OWNER for obtaining an independent fee estimate (IFE) by a separate Engineer.
  6. Assist OWNER with Record of Negotiations documentation.
  7. Carry out project administration including, but not limited to monitoring design and project schedules, coordination of project with the Sponsor, monitoring and reporting technical and budget issues to the Sponsor, preparation of monthly consultant invoices for submittal to the Sponsor. Assume 4 hours per month over a 8-month period.
  8. Coordinate project team and sub-consultants.
  9. Coordinate utility locate potholing locations for geotechnical investigations.
  10. Provide a project schedule to the OWNER and FAA. Up to 3 revisions are anticipated.
  11. Prepare one Grant application and associated sketches to cover both design and construction costs.
  12. Assist OWNER with the submittal of FAA Sponsor Certification forms (up to 6).
  13. Assist the OWNER in the administration and reporting for FAA and/or other funding programs and development of overall program costs. Assume 4 hours per month over a 8-month period.
  14. Prepare two FAA form 7460 for submittal to FAA, one for temporary construction activities and one for permanent improvements. Up to 2 submittals are anticipated for each form 7460.
  15. Prepare and submit up to four (4) FAA Quarterly Performance Reports. and annual financial reporting for two fiscal years FY21 and FY22 (forms 425, and 270/271).
  16. Perform DBE annual report due December 1 for FY 2020 and FY 2021.

17. Revise DBE Program and Goal for FY21-FY23, due to FAA Civil Rights staff by October 1, 2020. Subtasks include the following:
  - Prepare Draft DBE Plan and goal calculation. 1 hard copy will be mailed to the OWNER for viewing during the 30-day public review period. The Consultant will provide a Notice of Availability to be posted on the OWNER's website during the Public Review period and in the Newspaper of Record. The OWNER will pay the cost for advertising the Notice of Availability in the Newspaper of Record.
  - Engineer will coordinate with minority, women's and general Contractor groups, and community organizations who can share information on the availability of DBEs in the area, per Department of Transportation DBE Program – 49 CFR Part 26. CWEC will coordinate with the Washington directory to identify potential interested DBE general Contractor groups in the area. A conference call will be held with interested parties, Engineer, and the OWNER to discuss the DBE goal calculation and process and request feedback. Comments received will be incorporated in to the Final DBE Plan.
  - Prepare Final Draft DBE Plan for FAA review. It is anticipated up to two revisions to the Final Draft will be required incorporating FAA comments.
18. Prepare Strategic Event Notification forms for submittal to FAA. Up to 3 submittals are assumed.
19. Conduct in-house quality control review for each element of site improvement design.
20. Conduct in-house quality control review for each element of electrical design.

**Primary Task 1 Deliverables:**

- Contract scope and fee schedule
- Programming level construction cost estimate
- Documents for Independent Fee Estimate (IFE) review
- Project schedule
- FAA grant application
- FAA quarterly and annual reporting forms
- FAA DBE plan, goal, and reporting
- FAA form 7460

- FAA strategic events form

## **TASK 2 – DESIGN SURVEYING (KPG)**

### **Task 2 Work Items:**

1. Conduct a topographic survey as follows (KPG):
  - The survey shall tie control with Runway centerline and previously surveyed data performed by KPG.
  - Survey the area for apron reconstruction improvements, taxiway connector improvements, infield/adjacent grade improvements, and staging area. Outside of the primary improvement areas, the survey shall include the centerline (including centerline stripe), pavement edges, edge lights, and signs of the parallel Taxiway A adjacent the limits of primary improvement areas; and fence line, structures, taxilanes, and frontage building corners of facilities to the west of the apron improvements. The Topographic survey encompasses an area of approximately 31.1 acres and is defined on the attached survey limits diagram (Exhibit 3).

Taxiway/Apron survey data, on pavement surfaces, shall be collected at cross sections on a 25' (maximum) interval or a 25' (maximum) grid as appropriate. Survey data, off of pavement surfaces, shall be collected at cross sections on a 50' (maximum) interval or a 50' (maximum) grid as appropriate. Survey grid and points shall be tighter as necessary to gather variations in grades and grade breaks occurring on or off pavements.

The topographic survey shall show existing pavement striping/markings, edge lights and reflectors, signs, ditches, swales, drainage structures, manholes, vaults, duct bank markers, fences, buildings, tie-down anchors, pavement edges (AC and PCC), gravel areas, roadways, utilities, test pits, pavement core locations, NAVAIDS and other structures or surface features within the survey limits. Survey of signs shall include all four corners of foundation and mow pad, and all four corners of sign structure. Sign inscription (both sides) shall be quantified within survey data. Taxiway edge lights shall be surveyed at center of light.

All survey points shall capture both horizontal and vertical data.

2. Engage “one call” to request utility locates within the survey limits. The Surveyor will identify all locates identified in the “one call” request and include in the base map. (KPG)
3. Consultant will engage utility locate firm to denote on-airport private utilities and coordinate on-airport utility locations with the airport. The Surveyor will identify all locates identified by the on-airport private utilities company request and include in the base map. The anticipated private utilities include the homeruns to the electrical building from the different electrical features and stormwater infrastructure. (KPG)
4. Request from FAA and obtain the survey data from the most recent AGIS survey. Supplement the field collected survey data with the AGIS survey data where applicable. (KPG)
5. Using the data collected from survey develop a digital terrain model of the area surveyed in AutoCAD Civil 3D format. (KPG)
6. Develop a contour map at a scale of 1”=50’ for use in the design. The contour interval shall be 0.5 feet. (KPG)
7. Establish horizontal (NAD 83) and vertical control (NAVD 88) for the survey work at the airport. Establish one benchmark for elevation control and a minimum of three points for horizontal control. Tie the one Airport Primary and two Secondary Airport Control, (PACS and SACS) and Temporary Survey Monuments of record. (KPG)

All elevations shall be accurate to 0.10 feet off pavement and 0.01 on pavement.

**Primary Task 2 Deliverables:**

- AutoCAD base map of the project area

**TASK 3 – GEOTECHNICAL INVESTIGATION (HWA)**

Geotechnical Analysis will be undertaken to verify existing conditions of the pavement sections, subgrade, and aggregate base materials of aprons, and infield subgrade conditions to inform the pavement reconstruction and new pavement design.

**Task 3 Work Items:**

Geotechnical work will be performed as follows:

1. Core the existing apron pavements that will be reconstructed in a minimum of 25 random locations. Core the existing apron pavement that may be seal coated in a minimum of 3 random locations. Determine the thickness of the existing asphalt pavement, depth of existing base material, depth of existing subbase material, and depth to native subgrade and bedrock. Prepare a tabulation of all core data. Backfill the explorations and patch pavement cores with EZ Street cold patch (or equivalent).
2. Perform Dynamic Cone Penetrometer (DCP) testing on the base rock and subgrade in each pavement core to estimating in-situ resilient modulus (and/or equivalent CBR) values.
3. Core the existing apron pavement at up to six (6) locations for identification of utility depth. HWA will coordinate a vacuum truck to remove base rock and/or other backfill above the utility. Following measurements, backfill the exploration and patch the pavement core using EZ Street cold patch (or equivalent).
4. Perform test pit explorations off pavement, in areas to be developed with new pavement. Obtain bulk samples outside of paved areas, as needed, for completing moisture-density and CBR tests. Determine existing subgrade density (compaction), gradations, soil characteristics, and modulus/California Bearing Ratio (CBR) values of material.
5. Catalog the presence of any ground water and/or low strength (unstable) subgrade areas.
6. Make recommendations of geotextile and/or geogrid material to be utilized to prepare the subgrade.
7. Examine the collected soil samples in the laboratory and conduct the following tests:
  - 2 CBR tests (ATM D4318);
  - 2 Modified Proctor tests (ASTM D1557);
  - 2 Atterberg limit determinations (ASTM D4318);
  - 2 sieve and hydrometer grain-size analyses (ASTM D422);
  - Unit weigh and moisture content determination for each sample taken;
  - FAA soil classification for each sample taken.
  - Modify testing, as needed, based on soils encountered (e.g., eliminate Atterberg limits where non-plastic soils are encountered).

8. Prepare a preliminary soils report presenting preliminary findings, test results and recommendations. Review and discuss findings and recommendations with the OWNER, prior to preparing a final report. The report shall specifically include recommendations regarding pavement underdrains, frost considerations for pavement section design, the potential for encountering unsuitable materials.
9. Prepare a final soils report presenting final recommendations, findings and test results.

**Primary Task 3 Deliverables:**

- Draft Geotechnical Report
- Final Geotechnical Report

**TASK 4 – ENVIRONMENTAL REVIEW (NEPA, SEPA, CITY) (CWE)**

Coordination for environmental review for the project will be undertaken relative to FAA NEPA, SEPA, and City of Bremerton permitting requirements.

It is anticipated the project will be designated as NEPA Categorical Exclusion (CAT-Ex). Relative to NEPA review it is assumed the FAA will require a documented CAT-Ex checklist submittal. Further FAA clarifications and assumptions on the documented CAT-Ex process are as follows:

North Apron: Documented CAT-Ex for all combined. Requirements for individual elements of project are as follows:

- Apron Pavement maintenance – Documented CAT-Ex if haul routes and/or staging areas are off existing pavement. Undocumented CAT-Ex as long as the haul routes and staging areas are on existing pavement
- Apron reconstruction - Documented Cat-Ex
- Taxiway connector shift - Documented Cat-Ex

South Apron: Documented CAT-Ex for all combined. Requirements for individual elements of project are as follows: as separate actions, see below:

- Apron reconstruction - Documented CAT-Ex if haul routes and/or staging areas are off existing pavement. Undocumented CAT-Ex as long as the haul routes and staging areas are on existing pavement
- New apron pavement - Documented Cat-Ex

**Task 4 Work Items:**

NEPA Coordination:

1. Review existing documentation to identify appropriate reference material to substantiate CAT-Ex checklist responses for NEPA impact categories listed in SOP No. 5.1. Research and identify wetland proximity data and print maps from the National Wetland Inventory web data. National Wetland Inventory Maps will be used as reference for addressing CAT-Ex checklist. No wetland field work or studies will be performed for this effort. Documentation of Threatened and Endangered Species within the project area will be pulled from public online data bases. No field work, studies, or section 106 consultation will be performed to support the CAT-Ex documentation.
2. Prepare responses to CAT-EX checklist (SOP No. 5.1) based on existing documentation data.
3. Prepare and assemble Documented CAT-Ex package, including checklist, and backup documentation, and submit to the FAA for review and concurrence.
4. Coordination phone meeting with Port and FAA to solicit FAA comments and concurrence with CAT-Ex determination.
5. Update revised draft “Documented CAT-Ex Checklist” per FAA comments and submit final document to Port and FAA.

SEPA and City Permitting Coordination:

It is assumed the Port of Bremerton will be the SEPA Lead Agency and prepare the SEPA checklist and documentation. It is anticipated Century West will provide technical project information to the Port to assist in their preparation of the SEPA documents. It is assumed grading and stormwater design review and permitting is required with the City of Bremerton. The following tasks will be undertaken in support of these requirements.

6. Undertake a pre-application meeting with the City to verify grading and stormwater review, and permit submittal requirements. The Project Manager will attend the meeting.
7. Prepare and provide documentation support for the Port’s preparation of SEPA documents.
8. Prepare a City of Bremerton Site Development Permit (BMC 20.58.90) application and assembling packet of applicable grading, stormwater, and pavement documents. It is assumed all project elements will be permitting under the single “Site Development Permit.” Port to pay all application fees and costs. This task effort includes preparation and/or assembly of

the following submittal requirements:

- 1) Vicinity map (developed under this task)
  - 2) Site plan (developed under this task)
  - 3) Parking Plan (Not applicable, Not in contract)
  - 4) Landscape Plan (Not applicable, Not in contract)
  - 5) Elevation and/or Perspective drawings (Not applicable, Not in contract)
  - 6) Civil Engineering drawings (developed under separate task)
  - 7) Final Storm Drainage Report (developed under separate task)
  - 8) Erosion and Sediment Control Plan (developed under separate task)
  - 9) Phasing Plan (developed under this task)
  - 10) Narrative (developed under this task)
  - 11) Other Reports (developed under separate task)
  - 12) Plans (developed under separate task)
9. Coordinate City review of grading and storm design permitting submittal. This effort assumes up to 6 phone review and 2 in-person coordination meetings with City personnel. The Project Manager will attend the meetings.
10. Address City comments and prepare updates to City permit submittal packet. This effort is undetermined and for budget purposes is assumed to include up to 16 hours of project manager time, and up to 24 hours of senior project engineer time.

**Primary Task 4 Deliverables:**

- Draft & Final NEPA CAT-Ex Documented checklists.
- SEPA support documents.
- City Site Development permit application and packet (Draft and Final)

**TASK 5 – ELECTRICAL, LIGHTING, SIGNAGE (CWE)**

The project scope anticipates adjusting taxiway edge lighting and signage in

conjunction with the relocation of the Taxiway A3 connector to the apron. Edge lighting, conduit, cabling, signage will be reconfigured with the new taxiway. Where feasible newly installed lighting and signage materials will be salvaged and relocated to the new taxiway. As necessary some new equipment and infrastructure may be required for the new configuration.

**Task 5 Work Items:**

1. Perform an electrical assessment to determine system needs for the taxiway relocation:
  - Perform onsite field investigation.
  - Perform review of records investigation.
  - Identify recommended project improvement elements; any alternative options; and decision points.
  - Prepare Summary of conditions and recommendations of re-use of materials, and new equipment/materials anticipated.
2. Electrical engineer will attend design kick-off and design review meetings at Port office (assume 3 total with 3-hour meetings plus travel. The initial meeting with the Port staff will facilitate confirming the electrical elements improvements to be included within project. Subsequent meetings will facilitate design review with Port staff.
3. Perform electrical lighting and signage design analysis. Effort will include electrical load calculations and detailing system components and improvements necessary to adjust lights and signs to new locations.
4. Quantify extent of electrical system materials that can be re-used/relocated and the quantity and type of additional new materials that will be required to implement the improvements.
5. Prepare 50% level electrical documents that will include:
  - Plans and details. Assume 3 sheets are required for electrical improvements.
  - List of required electrical specifications
6. Prepare 90% level electrical documents that will include:
  - Plans and details. Assume 3 sheets are required for electrical improvements.
  - Draft electrical specifications.
7. Prepare 100% (final) level electrical documents that will include:
  - Plans and details. Assume 3 sheets are required for electrical improvements.

- Final electrical specifications.
8. Prepare estimate of probable cost for the construction of electrical bid items. Estimate and updates will be performed at the 50%, 90%, and 100%/final phases of work.
  9. Provide electrical bidding assistance support. Electrical bidding support services will include responding to bidding questions, assisting with addenda preparation, and review of bid tabulation reasonableness of pricing.

**Primary Task 5 Deliverables:**

- Electrical Investigation summary memorandum
- 50%, 90%, and 100% design documents (plans, specs)
- Estimate of probable cost for electrical bid items at each design level

**TASK 6 – PRELIMINARY DESIGN (CONCEPT, 50%, & 90%) (CWE)**

**Task 6 Work Items:**

1. Organize FAA Discovery Meeting to determine potential (if any) impacts to FAA-owned equipment as a part of the project. Consultant will provide conference call-in line, meeting agenda, and meeting minutes. The Senior Project Manager and Senior Project Engineer will attend the meeting.
2. Perform up to two site visits to coordinate survey and geotechnical site investigations. Coordination site visits will be performed by the Senior Project Engineer.

Concept Phase Engineering:

3. Perform one site visit to back check survey base map and perform a site assessment of pavement and infrastructure conditions. It is anticipated the Project Manager and Senior Project Engineer will perform the site visit. This effort will assist in determining the nature and extents of recommended pavement rehabilitation (slurry seal and crack sealing) and limits of reconstruction to be designed. For areas anticipated to be crack sealed and slurry sealed, the Senior Project Engineer will quantify the nature and quantity of pavement cracks.
4. From survey base map, develop digital terrain model in AutoCAD civil 3D.

5. Review geotechnical data and draft report. Provide comments and coordinate HWA's preparation of final report.
6. Review electrical assessment summary and provide comments for summary report.
7. Prepare list of final determination and extent of project elements from the preliminary engineering investigations/assessments anticipated within the engineering scope of services. The final list of improvements to undertake as part of the project will be developed and submitted to the FAA for review and concurrence. The final list of improvements will identify AIP eligible vs. non-eligible (if any) elements of the project.
8. Perform apron horizontal geometry layout design for tie-down and taxilane configurations on both the north and south aprons. Effort will include establishing the limits and configuration of the new pavement on the south apron. This task will include up to three alternative configurations for Port consideration. Layouts will correct non-standard taxilane object free configurations on the aprons.
9. Analyze and prepare layout diagram detailing the aeronautical use and AIP eligibility of the apron layout design
10. Perform Taxiway A3 removal and relocation horizontal geometry layout design. This task will include up to two alternative configurations for Port consideration.
11. Prepare initial project design layout concept diagrams detailing the extent and components of improvements. Concept diagrams will depict design rationale, standards, and elements of work to be designed and constructed.
12. Conduct up to three phone review coordination meetings to review concept layout alternatives with the Port. This effort will include updating concepts for Port comments. The Project Manager and Senior Project Engineer will attend the phone meetings.
13. Conduct phone coordination meeting with the Port and FAA to review final list of project improvement elements and concept diagrams. Outcome of meeting will confirm project elements to be designed and constructed and AIP eligibility of project components.

50% & 90% Engineering:

14. Prepare up to (3) phasing alternatives for consideration. Conduct a phone conference call with the Port to discuss the phasing alternatives.
15. Prepare a preliminary construction safety and phasing plan (CSPP) and recommendations. Safety plan is to be prepared, submitted to, and reviewed by the FAA and Port. Solicit comments and incorporate into final form for approval by FAA.
16. Perform demolition design of existing Taxiway A3 and other facilities to be demolished and removed including tie down anchors.
17. Perform North Apron pavement grade design and detailing. Effort includes shoulder and infield grade adjustment design.
18. Perform North Taxiway pavement grade design and detailing. Effort includes shoulder and infield grade adjustment design, as required.
19. Perform Taxiway A3 pavement profile and transverse grade design. Effort includes shoulder and infield grade adjustment design and pavement tie-in design with Taxiway A.
20. Perform South Apron pavement grade design and detailing, including new pavement area. Effort includes shoulder and infield grade adjustment design.
21. Perform Taxiway A4 fillet pavement grade design and detailing. Effort includes shoulder grading, infield grading, and edge light relocation/reconfiguration, as required.
22. Develop aircraft fleet mix to be utilized as the basis of apron and taxiway pavement design. The fleet mix operations from the current master plan will be utilized, and correlating specific aircraft types/models itemized from Port activity records.
23. Perform apron and taxiway pavement design utilizing the current version of the FAA FAARFIELD design program. It is anticipated up to four different pavement sections will be developed for the improvements. Four separate specific designs are anticipated for the South Apron reconstruction, the South Apron expansion construction, the North Apron reconstruction, and the Taxiway A3 construction.

24. Perform pavement marking layout design and tie-down anchor detail design.
25. Prepare design details for pavement crack sealing and slurry sealing in rehabilitation areas.
26. Perform design layout of taxiway lighting fixtures and signage, electrical cable/conduit routing, electrical vault locations, and other related associated infrastructure. This effort also includes identifying system electrical components to be demolished and/or removed.
27. Perform storm drainage and subdrainage design per state and local requirements. Design is anticipated to be limited to storm drainage and subdrainage improvements or modifications relating to the new South Apron pavement expansion and Taxiway A3 pavement demolition and new construction.
28. Prepare Storm Drainage Technical Report per City permit requirements. A draft report will be prepared and submitted to the City with the permitting submittal. It is anticipated two rounds of comments will be provided by the City and require two iterations of updates to finalize report document.
29. Perform erosion control design and layout per City and State NPDES requirements. NPDES NOI and SWPPP are not included within this contract and will be included in a future construction administration contract.

50% Design Documents Phase:

30. Prepare preliminary (50%) plans. The plan set is expected to consist of approximately 39 drawings and will include the following components:
  - (1) Cover Sheet
  - (1) Legend and Notes
  - (1) Project Site and Survey Control
  - (3) Construction phasing/safety/work area plan and notes drawings
  - (3) Erosion control plan, details, and notes for construction
  - (3) Demolition plan to depict civil and electrical items scheduled for demolition and removal
  - (1) North Apron geometry plan

- (2) North Apron paving plans
  - (1) North Taxiway paving plans
  - (1) South Apron geometry plan
  - (2) South Apron paving plans
  - (1) Taxiway A4 fillet paving plan
  - (2) Paving details
  - (2) Taxiway A3 Plan & Profile
  - (1) Taxiway A3 / Infield grading & drainage plan
  - (1) South Apron Infield grading and drainage plan
  - (3) Grading details and Typical Sections
  - (3) Pavement marking and tie-down plans
  - (2) Pavement marking and tie-down details
  - (2) Taxiway edge light and Sign layout plans and details for Taxiway A3 relocation
  - (3) Electrical plan and detail sheets (as indicated in task 5)
31. Prepare preliminary list of bidding document technical specifications for the Project.
  32. Prepare 50% level preliminary quantity and construction estimates for the project.
  33. Provide five sets of 50% review documents. One set to be sent to FAA. Two sets to be sent to the Port for review.
  34. Attend 50% review meeting with the Port to review design documents. Effort includes incorporating Port comments prior to submission to the FAA.
  35. Submit 50% documents to the FAA for review. Attend phone review coordination meeting with the FAA and Port to go over FAA review comments.

90% Design Documents Phase:

36. Incorporate 50% level review comments into design documents.
37. The Project Manager and Senior Project Engineer will make 1 site visit and inspection when the project is approximately 75% complete to verify design concepts.
38. Update and prepare (90%) plans. The plan set is expected to consist of approximately 39 drawings as indicated in the 50% plan list above.

39. Prepare preliminary bidding documents (90%) and technical specifications for the Project. Port will provide contract boilerplate (if appropriate) for consultant use in developing bidding documents. Specifications will be prepared per FAA standards.
40. Prepare 90% level preliminary quantity and construction estimates for the project.
41. Prepare a 90% level engineer's design report utilizing current FAA requirements and standards.
42. Provide five sets of 90% review documents. One set to be sent to FAA. Two sets to be sent to the Port for review.
43. Attend 90% review meeting with the Port to review design documents. Effort includes incorporating Port comments prior to submission to the FAA.
44. Submit 90% documents to the FAA for review. Attend phone review coordination meeting with the FAA and Port to go over FAA review comments.

**Primary Task 6 Deliverables:**

- Assessment summary report of project elements
- Construction Safety and Phasing Plan (draft and final)
- Storm Drainage Technical Report
- Design Report (50% & 90% Drafts)
- 50% and 90% level plan documents (39 sheets)
- 50% Specification list
- 90% level draft bidding documents (specifications)
- 50% and 90% level quantity and construction cost estimate
- Draft Engineer's design report

**TASK 7 – FINAL DESIGN (CWE)**

**Task 7 Work Items:**

1. Incorporate 90% level review comments into design documents.
2. Progress paving, grading, drainage, markings, electrical and other design components to 100% completion.

3. Finalize construction safety and phasing plan (CSPP) and recommendations.
4. Update and prepare (100%) plans. The plan set is expected to consist of approximately 39 drawings.
5. Prepare final bidding documents (100%) and technical specifications for the Project. Port will provide contract boilerplate (if appropriate) for consultant use in developing bidding documents. Specifications will be prepared per FAA standards.
6. Prepare 100% level preliminary quantity and construction estimates for the project.
7. Prepare final comprehensive program project wide cost summary. The cost summary shall include all project costs including but not limited to engineering, construction, administrative, permitting, regulatory fees, and other costs attributable to the implementation of the project. This final summary will be utilized by Port staff in seeking final Commission approval to solicit bids.
8. Prepare a final engineer's design report utilizing current FAA requirements and standards.
9. Provide five sets of final review documents. One set to be sent to FAA. Two sets to be sent to the Port for review.
10. Submit final documents to the FAA for review. Attend phone review coordination meeting with the FAA and Port to go over FAA review comments.

**Primary Task 7 Deliverables:**

- Final plan documents (39 sheets)
- Final draft bidding documents (specifications)
- Final quantity and construction cost estimate
- Final Engineer's design report
- Final CSPP document

**TASK 8 – BIDDING (CWE)**

**Task 8 Work Items:**

1. Finalize documents from 100% comments, consolidate and prepare bid documents in electronic pdf format, and upload to Quest CDN bid

documents website.

2. Provide an advertisement for the public bidding of the project. The Port shall send the *Invitation to Bid* to media outlets for advertisement, and pay advertising fee.
3. Provide project coordination with the Port and FAA throughout the bidding period.
4. Review, research, and prepare answers to technical questions during bidding.
5. Prepare addenda as necessary to clarify bid documents. Addenda will be distributed by the Engineer. For scoping purposes this scope assumes three addenda will be prepared. Addenda will be consolidated into one pdf electronic file and uploaded to the Quest CDN website. (CWEC, Elcon)
6. Coordinate, attend, and facilitate a pre-bid conference for the project at the airport. Prepare meeting agenda, sign-in sheet. The Project Manager will attend the pre- bid conference.
7. The Port will facilitate the bid opening and provide the Engineer with copies of all bid packages received.
8. Prepare bid tabulation and prepare a Bid Analysis Letter to the Airport and FAA for award of bid. It is assumed the Port will issue the Notice of Award letter.

**Primary Task 8 Deliverables:**

- Pdf bid documents for upload to Quest CDN website
- Bid tabulation/Bid Analysis Letter

**B. ASSUMPTIONS/EXCLUSIONS**

1. This project is anticipated to be a NEPA categorical exclusion (CAT-Ex). No environmental site investigations will be performed, in support of the documented CAT-Ex.
2. No aerial mapping or AGIS survey will be performed for documenting the improvements.
3. It is assumed the Port will prepare and conduct their own SEPA review. Preparation of a SEPA checklist is not included in this scope of work.

4. The Port shall send the invitation to bid to media outlets for advertisement and pay advertising fees directly.
5. The Port shall pay for City review and permitting fees.
6. Construction administration support services is not included in this scope of work and will be included in a future contract task order.
7. Pen and Ink updates to the Airport Layout Plan will be required by the FAA. Pen and Ink ALP updates are not included within this scope, but will be part of a future construction support task order.
8. Final contract between the Port and contractor will be prepared by the Contractor.

### **C. PROJECT SCHEDULE**

The general anticipated project schedule is as follows:

- December 2020-June 2021: Project Design
- June 2021-July 2021: Bidding
- August 2021 or Spring/Summer 2022: Construction

A detailed project schedule will be developed as part of Task 1 per this scope of work.

AIRPORT: BREMERTON NATIONAL AIRPORT  
 PROJECT TITLE: TAXIWAY RELOCATION/APRON REHABILITATION, DESIGN/BIDDING SERVICES  
 CLIENT: PORT OF BREMERTON  
 JOB NUMBER: 12445

**Century West Engineering Fee Proposal**  
**EXHIBIT B**

3-2-21_r6	163	102	102E	104	106	195	188	111	117				
PROJECT TASK	PRINCIPAL ENGR	SR PROJ MGR	SR ELEC PROG MGR	PM/SR. PROJ. ENGR	PROJ ENGR	STAFF EIT II	STAFF EIT	CADD DSGN	CLER.	TOTAL HRS	PROJECT COST	TASK COST	
	\$235.00	\$225.00	\$195.00	\$145.00	\$118.00	\$107.00	\$97.00	\$90.00	\$80.00				

**PHASE I DESIGN SERVICES**

**TASK 1-Project Management/Administration** \$35,008.00

1	Records Research Review for Predesign Coordination	0	4	0	6	0	0	0	0	10	\$1,770.00	
2	Project Formulation - Prepare Program Level Cost Estimate	0	2	0	4	0	0	0	0	6	\$1,030.00	
3	Pre-Design Coordination Conference & Followup Meetings (2 Meetings)	0	4	0	4	0	0	0	0	8	\$1,480.00	
4	Finalize Scope and Schedule, Neg. Contract	0	6	0	6	0	0	0	0	12	\$2,220.00	
5	Provide documents for IFE	0	0	0	2	0	0	0	0	2	\$290.00	
6	Assist the Airport in Records of Negotiation Documentation	0	0	0	2	0	0	0	0	2	\$290.00	
7	Project Administration (8 month period)	0	8	8	0	0	0	0	16	32	\$4,640.00	
8	Coordinate Project Team	0	8	0	16	0	0	0	0	24	\$4,120.00	
9	Coordinate utility potholing locations for geotechnical investigations	0	0	0	2	0	2	0	0	4	\$504.00	
10	Provide Project Schedule (3 revisions)	0	0	0	4	0	0	0	0	4	\$580.00	
11	Prepare Design/Construction Grant Application (including sketches)	0	0	0	2	0	8	0	0	10	\$1,146.00	
12	Assist in Preparation of FAA Sponsor Certification Forms	0	0	0	2	0	4	0	0	6	\$718.00	
13	Assist the Airport in Grant Administration (8 month period)	0	4	0	20	0	8	0	0	32	\$4,656.00	
14	Prepare Two FAA Form 7460 Submittals	0	0	0	4	0	8	0	0	12	\$1,436.00	
15	Prepare FAA Four Qtrly Reports & Annual Financial Reporting	0	0	0	4	0	4	0	0	8	\$1,008.00	
16	Perform DBE Performance Reporting for 2020 and 2021	0	0	0	2	0	2	0	0	4	\$504.00	
17	Perform DBE Plan/Goal Update	0	0	0	8	0	16	0	0	24	\$2,872.00	
18	Prepare Strategic Event Notification Forms (3)	0	0	0	2	0	2	0	0	4	\$504.00	
19	Conduct in-house QA/QC (Civil)	8	8	0	0	0	0	0	0	16	\$3,680.00	
20	Conduct in-house QA/QC (Electrical)	0	0	8	0	0	0	0	0	8	\$1,560.00	

**TASK 2-Design Surveying** \$0.00  
 1-7 Topographic Survey (KPG) Survey by KPG, see Survey Subconsultant Section Below

**TASK 3-Geotechnical Investigation** \$0.00  
 1-9 Geotechnical (HWA) Geotechnical by HWA, see Survey Subconsultant Section Below

**TASK 4- Environmental Review** \$36,924.00

1	NEPA: Review and research existing documentation	0	2	0	12	0	16	0	0	30	\$3,902.00	
2	NEPA: Prepare checklist	0	2	0	8	0	8	0	0	18	\$2,466.00	
3	NEPA: Prepare draft documented submittal package	0	0	0	2	0	4	0	0	6	\$718.00	
4	NEPA: Port and FAA review and coordination meeting	0	2	0	4	0	0	0	0	6	\$1,030.00	
5	NEPA: Address comments and prepare final documented submittal package	0	2	0	4	0	4	0	0	10	\$1,458.00	
6	SEPA/City: City Pre-Application meeting	0	8	0	16	0	4	4	0	32	\$4,936.00	
7	SEPA/City: SEPA documentation support	0	2	0	4	0	12	0	0	18	\$2,314.00	
8	SEPA/City: City site development permit	0	8	0	24	0	32	4	0	68	\$9,092.00	
9	SEPA/City: City review coordination	0	4	0	12	0	24	0	0	40	\$5,208.00	
10	SEPA/City: Address City comments and update package	0	0	0	40	0	0	0	0	40	\$5,800.00	

**TASK 5- Electrical, Lighting, Signage** \$24,158.00

1	Perform electrical system assessment for taxiway relocation	0	0	12	2	0	0	0	0	14	\$2,630.00	
2	Electrical Engineer project meetings and coordination	0	0	18	0	0	0	0	0	18	\$3,510.00	
3	Electrical design analysis	0	0	24	0	0	0	0	0	24	\$4,680.00	
4	Analyze and identify existing infrastructure to be salvaged and relocated	0	0	2	2	0	0	0	0	4	\$680.00	
5	Prepare 50% electrical documents	0	0	10	0	0	0	10	0	20	\$2,920.00	
6	Prepare 90% electrical documents	0	0	12	0	0	0	10	0	22	\$3,310.00	
7	Prepare 100% electrical documents	0	0	12	0	0	0	10	0	22	\$3,310.00	
8	Prepare electrical construction cost estimates for 50%, 90%, and 100% submittals	0	0	6	0	0	0	4	0	10	\$1,558.00	
9	Provide electrical bidding support	0	0	8	0	0	0	0	0	8	\$1,560.00	

**TASK 6- Preliminary Design (Concept, 50%, & 90%)** \$123,710.00

1	FAA Discovery Meeting	0	2	0	4	0	0	0	0	6	\$1,030.00	
2	Site visits and coordination for survey and geotechnical investigations	0	0	0	16	0	0	0	0	16	\$2,320.00	
3	Pavement and survey backcheck site inspection	0	8	0	8	0	0	0	0	16	\$2,960.00	
4	Develop digital terrain model	0	0	0	0	0	4	0	0	4	\$428.00	
5	Review geotechnical report	0	2	0	4	0	0	0	0	6	\$1,030.00	
6	Review electrical assessment report	0	2	0	2	0	0	0	0	4	\$740.00	
7	Assess, prepare, and coordinate list of final project improvements	0	4	0	8	0	0	0	0	12	\$2,060.00	
8	Perform horizontal geometric layout design for tie-down and taxilanes	0	2	0	12	0	24	0	0	38	\$4,758.00	
9	Prepare layout diagram detailing aeronautical use areas	0	2	0	2	0	4	0	0	8	\$1,168.00	
10	Perform horizontal geometric layout design for Taxiway A3	0	0	0	2	0	8	0	0	10	\$1,146.00	
11	Prepare consolidated conceptual layout graphics for Port and FAA review	0	2	0	4	0	8	0	0	14	\$1,886.00	
12	Conduct three Port review meetings for concept level design (phone)	0	3	0	6	0	3	0	0	12	\$1,866.00	
13	Conduct review coordination meeting with FAA and Port for concept level design	0	2	0	2	0	0	0	0	4	\$740.00	
14	Prepare up to 3 phasing alternatives	0	2	0	4	0	8	0	0	14	\$1,886.00	
15	Prepare CSPP	0	2	0	8	0	16	0	0	26	\$3,322.00	
16	Perform demolition design	0	0	0	2	0	4	0	0	6	\$718.00	
17	Perform North Apron pavement grade design	0	0	0	8	0	40	0	0	48	\$5,440.00	
18	Perform North Taxilane pavement grade design	0	0	0	2	0	12	0	0	14	\$1,574.00	
19	Perform Taxiway A3 pavement profile and transverse grade design	0	0	0	4	0	12	0	0	16	\$1,864.00	
20	Perform South Apron pavement grade design	0	0	0	4	0	24	0	0	28	\$3,148.00	
21	Perform Taxiway A4 pavement grade design	0	0	0	2	0	4	0	0	6	\$718.00	
22	Develop aircraft fleet mix for pavement section design	0	2	0	8	0	2	0	0	12	\$1,824.00	
23	Perform 4 different pavement section designs (FAARField)	0	2	0	4	0	8	0	0	14	\$1,886.00	
24	Perform pavement marking design	0	0	0	2	0	0	8	0	10	\$1,066.00	
25	Prepare pavement crack sealing and slurry seal design details	0	0	0	2	0	0	4	0	6	\$678.00	
26	Perform lighting and signage layout design	0	0	0	2	0	0	4	0	6	\$678.00	
27	Perform subdrainage and storm drainage design	0	0	0	20	0	32	0	0	52	\$6,324.00	
28	Prepare storm drainage technical report	0	4	0	16	0	16	0	0	36	\$4,932.00	
29	Prepare erosion control design and layout	0	0	0	2	0	4	12	0	18	\$1,882.00	
30	Prepare 50% level plans (39 drawings)	0	8	0	32	0	44	76	0	160	\$18,520.00	
31	Prepare list of specifications	0	0	0	2	0	2	0	0	4	\$504.00	
32	Prepare 50% level quantity and construction estimate	0	0	0	2	0	8	8	0	18	\$1,922.00	
33	Prepare and provide 50% review documents for FAA and Port (5 sets)	0	0	0	2	0	0	2	0	4	\$484.00	
34	Attend 50% Port review meeting	0	2	0	4	0	2	0	0	8	\$1,244.00	
35	Submit 50% documents to FAA and attend FAA review meeting (phone)	0	2	0	2	0	0	0	0	4	\$740.00	
36	Incorporate 50% level review comments into design documents	0	0	0	4	0	4	4	0	12	\$1,396.00	
37	Design site visit at 75% design level	0	0	0	8	0	4	8	0	20	\$2,364.00	
38	Prepare 90% level plans (39 drawings)	0	8	0	32	0	52	112	0	204	\$22,868.00	
39	Prepare 90% level bid specification documents	0	2	0	32	0	6	0	0	40	\$5,732.00	
40	Prepare 90% level quantity and construction estimate	0	0	0	2	0	8	8	0	18	\$1,922.00	
41	Prepare 90% level engineers design report	0	0	0	8	0	16	0	0	24	\$2,872.00	
42	Prepare and provide 90% review documents for FAA and Port (5 sets)	0	0	0	2	0	0	2	0	4	\$484.00	
43	Attend 90% Port review meeting	0	2	0	4	0	4	4	0	14	\$1,846.00	
44	Submit 90% documents to FAA and attend FAA review meeting (phone)	0	2	0	2	0	0	0	0	4	\$740.00	

**TASK 7- Final Design** \$35,862.00

1	Incorporate 90% level review comments into design documents	0	0	0	4	0	4	4	0	12	\$1,396.00	
2	Progress all design components to 100%	0	4	0	8	0	24	24	0	60	\$6,956.00	
3	Finalize CSPP	0	2	0	2	0	4	0	0	8	\$1,168.00	
4	Prepare 100% level plans (39 drawings)	0	4	0	24	0	24	80	0	132	\$14,708.00	
5	Prepare 100% level bid specification documents	0	2	0	32	0	6	0	0	40	\$5,732.00	
6	Prepare 100% level quantity and construction estimate	0	0	0	2	0	8	8	0	18	\$1,922.00	
7	Prepare comprehensive program cost estimate	0	2	0	2	0	0	0	0	4	\$740.00	
8	Prepare final engineers design report	0	0	0	8	0	8	0	0	16	\$2,016.00	
9	Prepare and provide 100% final review documents for FAA and Port (5 sets)	0	0	0	2	0	0	2	0	4	\$484.00	
10	Submit 100% documents to FAA and attend FAA review meeting (phone)	0	2	0	2	0	0	0	0	4	\$740.00	

**TASK 8-Bidding** \$11,619.00

1	Finalize documents and prepare electronic bid files for bid center	0	0	0	1	0	1	1	0	3	\$349.00	
2	Prepare Bid Advertisement	0	0	0	1	0	1	0	0	2	\$252.00	
3	Project coordination during Bidding	0	2	0	6	0	2	2	0	12	\$1,728.00	
4	Address/answer bidding questions	0	2	0	8	0	8	8	0	26	\$3,242.00	
5	Addenda (3)	0	2	0	8	0	8	8	0	26	\$3,242.00	
6	Pre Bid Conference	0	0	0	12	0	0	0	0	12	\$1,740.00	
7	Attend & Facilitate Bid Opening									0	\$0.00	
8	Bid Tabulation & Bid Analysis Letter	0	0	0	2	0	0	8	0	10	\$1,066.00	

Labor Subtotal	8	163	120	642	0	639	439	0	16	2027	\$267,281.00	\$267,281.00
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Hrs/Wk	0.3	5.8	4.3	22.9	0.0	22.8	15.7	0.0	0.6			
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EXPENSES: Primary Work Period Project Duration (wks): **28**

Travel:	Cost Per Unit	Air Trips	Ground Trips	Days	R.T. Miles	Markup	
Lodging	\$0.00				0	1.0	\$0.00
Rental Car/Fuel (Site Visit)	\$200.00			16		1.0	\$3,200.00
Ferry R/T	\$35.00			5		1.0	\$175.00
Meals	\$40.00			16		1.0	\$640.00

Misc. expenses:							\$500.00
MISC							\$100.00
PHOTO COPIES							\$500.00
POSTAGE							

## **PORT OF BREMERTON** **AGENDA SUMMARY**

Agenda Item No: Action Item #2

Subject: Real Estate Purchase & Sale Agreement with Richard and Diane Kelstrup revocable living trust.

Exhibits: Real Estate Purchase & Sale Agreement

Prepared By: Jim Rothlin, CEO

Meeting Date: March 9, 2021

### **Summary:**

In 2020, the Port of Bremerton was approached by a real estate broker representing properties owned by Richard and Diane Kelstrup, to inquire if the Port has interest in properties near the Port of Bremerton's Port Orchard marina.

Port staff has researched the site. The properties are waterfront and adjacent to current Port owned properties. Ownership by the Port could allow for further amenities for the marina or Port business development. The potential development would meet the Port's mission of enhancing the quality of life and/or job creation for the community of the Port district surrounding the City of Port Orchard of which, Port businesses currently contribute over \$10 million to the local economy each year.

On November 24<sup>th</sup>, the Port Commissioners approved a purchase and sale agreement for this property being presented today. The owners of the property have requested some changes to the agreement that was signed. The notable change is the cost of any environmental assessments which will be the responsibility of the Port. If this agreement is approved by the Port Commissioners, this would trigger a due diligence period to allow the Port up to 90 days to determine the feasibility of development of the properties. During this time, the Port would make the determination if the offering price meets current market value.

Closing Date: Subject to all items to be delivered at closing; the closing shall take place within 15 days of the Port waiving all contingencies.

The Port Attorney has reviewed the Real Property Purchase Agreement and approves its form.

### **Fiscal Impact:**

The offering purchase price is \$775,000 for approximately .55 acres of waterfront property, pending a Phase 1 environmental assessment of \$3,000. Any further evaluation of the property will be dependent on the Phase 1 results. The offer requires a down payment of \$232,500, which has been allocated for in the Port's 2021 budget. The balance owed will be in the form of a promissory note negotiated with the seller.

Strategic Purpose:

This action meets the Port's strategic plan through Goal #4, to expand the Port through new business opportunities.

Recommendation:

Staff recommends the approval of the Purchase and Sale agreement for the Port Orchard properties of approximately .55 acres with listed tax parcel numbers in the Agreement.

Motion for Consideration:

**Move to approve the Real Estate Purchase & Sale Agreement for the Port Orchard Property and authorize the Port of Bremerton CEO to execute said agreement and all further agreements related to this Purchase and Sale document.**

## **PORT OF BREMERTON**

### **AGENDA SUMMARY**

Agenda Item No:      Action Item #3  
Subject:               Regional Center Interlocal Agreement with Kitsap Public Facilities  
Exhibits:             Regional Center Interlocal Agreement  
Prepared By:         Jim Rothlin, CEO  
Meeting Date:        March 9, 2021

#### Summary:

On February 22<sup>nd</sup>, The Kitsap Public Facilities District (KPFDD) voted to approve the funding of the design of the Regional Sport Center and Community event center for the Automotive Sports facility proposed at the Port of Bremerton properties. It was determined by KPFDD that this project met their parameters of a viable project and to continue with further investment within its powers to invest in a regional center. The KPFDD wishes to invest an additional \$1,439,000 in this project. This funding includes work for schematic site designs, development documents for layouts, preliminary grading, and final completion of the event center and sport center design, including a development cost estimate.

These public facilities will include multiple types of events including Emergency vehicle training, bus certification training, car shows, go karting, concerts, trade shows, festivals, fund raisers, and more.

The proposed Regional Center Interlocal agreement is between the KPFDD and the Port of Bremerton as allowed under RCW 39.34.030. The purpose of the agreement is to allow KPFDD to fund this project through the Port as the investment is in Port assets. The Port has powers to engage in economic development and in the promotion of tourism through RCW **53.08.245** and **RCW 53.08.255**. The project is on Port property under lease to Circuit of the Northwest.

The investment of the designs will create a higher value to the property as it provides information about developing the site whether or not the final project is completed. If the project moves forward, there is evidence of economic development and tourism promotion as stated in previous meetings with estimates of over \$7 million in tax revenue and more than 400 total jobs (300 direct) to the community. Beyond this, there is strong indication of additional business development growth in support of the events surrounding the project. The events held at this site will promote tourism as well.

We have heard in past Port Commission meetings from public comment on the value of this project which includes service to the emergency vehicle training operations, the opportunity for a cluster of new business, educational opportunities, tourism opportunities, public use opportunities, employment opportunities and new skill set training.

The Port and the Kitsap Public Facilities District have negotiated the terms of the Interlocal Agreement (the “Agreement”) which will be considered by the Commission. The Agreement provides, in part, that the Port will undertake and fund the design and construction documents for the public portions of the project subject to reimbursement by KPFDD under the conditions described in the agreement. The funding by KPFDD will be no less than periodic payments equally spread over a 10-year period. However, should funds become available to KPFDD sooner due to unexpected revenues to KPFDD or because of increase cash due to other projects being delayed or withdrawn, KPFDD has the right to fund this project under an earlier time schedule.

Fiscal Impact:

This cost is reimbursed by the Kitsap PFD pursuant to the Agreement. Because of the possibility of a 10-year payback of the funds, the Port will borrow against reserves to cover the costs as needed. As the Port is reimbursed, the funds will be replaced back into the reserve funds

Strategic Purpose:

This action supports the Port’s strategic plan through Goal #1 to be a significant leader in the local economy and job growth both on and off Port assets.

Recommendation:

Approve the Interlocal Agreement between the Port of Bremerton and Kitsap Public Facilities District.

Motions for Consideration:

**Motion to approve the Regional Center Interlocal Agreement (the “Agreement”) between the Port of Bremerton and the Kitsap Public Facilities District and authorize the Port of Bremerton CEO to execute the said agreement.**

**REGIONAL CENTER INTERLOCAL AGREEMENT**  
**Between the Kitsap Public Facilities District and the Port of Bremerton**

This **REGIONAL CENTER INTERLOCAL AGREEMENT** (the "Agreement") is made pursuant to Chapter 39.34 RCW between the Port of Bremerton, a Washington political subdivision organized and operating pursuant to RCW 53 ("the Port"), and the Kitsap Public Facilities District, a Washington special purpose district operating under Chapter 36.100 RCW (the "District").

**WHEREAS**, pursuant to RCW 36.100.030(1) and RCW 35.57.020, the District is authorized to acquire, construct, own, remodel, maintain, equip, repair, and operate a regional center, and pursuant to Chapter 36.100.030(2), the District may enter into interlocal agreements with other agencies to operate such facilities. For these purposes, "regional center" means a convention, conference, or special events center under RCW 35.57.020(1)(a), or any combination of facilities and related parking facilities, serving a regional population constructed after July 25, 1999, at cost of at least ten million dollars.

**WHEREAS**, pursuant to RCW 82.14.390, the District is entitled to receive certain local sales taxes which the District may use for the development of qualifying regional centers.

**WHEREAS**, the District believes it has the financial capacity to support the development of one or more new regional centers in Kitsap County and has requested proposals from public agencies for new regional centers in Kitsap County.

**WHEREAS**, the District Board has completed an evaluation and review process for seven (7) new regional centers and has initially determined to proceed with further review for possible funding with several applicants.

**WHEREAS**, the Port has proposed a project (the "Project"), which qualifies as a regional center and which is more fully described in Attachment "A" (Project Summary), attached hereto and incorporated by reference.

**WHEREAS** the Port and the District previously entered into an Interlocal Agreement to provide funding for certain tasks related to public components of what was then referred to as Phase II of the Circuit of the Northwest Project on or about December 3, 2018, without a commitment to further funding.

**WHEREAS** the District now anticipates collaborating with the Port on the development of a regional center, specifically, Port of Bremerton/Circuits of the Northwest facility on Port owned property, where the District's primary role would be to provide funding to create public benefits for Kitsap County.

**WHEREAS** the District and the Port are committed to undertaking their respective obligations hereunder.

**WHEREAS** District funding may be subject to an independent financial feasibility

review prior to the issuance of any indebtedness or the long-term lease, purchase, or development of a regional facility pursuant to RCW 36.100.025.

**NOW, THEREFORE**, in consideration of the mutual obligations and benefits herein, the parties agree as follows:

1. **Purpose of Agreement.** The purpose and intent of this Agreement is for the Port and the District to collaborate efficiently and effectively in order for the parties to begin design and construction documents for the public portions of the Project and, if feasible, construct the certain public portions of the Project with funds from the Port in part, from Circuits of the Northwest in part, from other contributors, such as C-STOCK, in part, and from the District in part.

2. **Port Funding Request.** The Port has requested, and has been awarded by the District, funding in the amount of \$1,439,000.00 (One Million Four Hundred Thirty-Nine Thousand Dollars) for the design and construction documents for the public portions of the Project in accordance with the Agreement Tasks, on Exhibit "B" as attached.

3. **Port Obligations.** The Port shall undertake and fund the design and construction documents for the public portions Project, subject to reimbursement by the District as further described below. In addition, the Port shall undertake the following:

3.1 **Contract Administration.** The Port shall be responsible for all aspects of the contract administration for the Agreement Tasks, which shall include, but not be limited to, advertising, bidding, awarding, and monitoring the contract(s), as generally required by any applicable RCW. However, all invoiced or out of pocket expenses related to the project, except staff salary, benefits, and overhead costs, are eligible for reimbursement. This includes but is not limited to advertising, permitting, connection fees, testing, sub-consulting, and construction.

3.2 **Reporting.** The Port shall regularly (not less than quarterly) meet with the District or the District's representative listed in Paragraph 7 below, to evaluate the progress of its Agreement Tasks. The meetings can be held remotely as needed, consistent with applicable Open Public Meetings Act (OPMA) requirements and Port Bylaws.

3.3 **Timing of Agreement Tasks.** The anticipated timing of the Agreement Tasks is set forth in Attachment "B."

3.4 **Ownership of Work Product and / or Intellectual Property.** All design drawings and construction documents, associated work product, and associated intellectual property shall be the property of the Port.

3.5 **Recognition.** The Port shall publicly recognize the District's contribution to the Project in a manner to be agreed upon. The District may require some identification of the Project as "Regional Center" or "Special Event Center."

4. **The District's Obligations.** The District shall fund the tasks set forth in Attachment

"B" in an amount not to exceed the Funding Request in Section 2 above. The dollar amounts for each task listed in Attachment B are estimates for each project phase but may be shifted as needed; provided in the event the Port proposes to shift or reallocate funds to different tasks, it shall first provide written notice to the District, who shall have a right of approval, not to be unreasonably withheld.

## **5. Process for Payment.**

5.1 Accounting and Reporting. The Port intends to utilize its existing accounts and fund structure to manage this Project. However, the Port shall be able separately account for and report all activity, funds and expenses related to this Project.

5.2 Manner and Timing of Payment. The Port will initially fund the Agreement Tasks. The Port may submit payment requests to the District upon completion of several tasks in Exhibit B, or may wait until the completion of all the tasks in Exhibit B. When submitting a request for payment, the Port shall notify the District of completion and submit a request for payment with an accounting of invoices received by the Port and other such information as the District may reasonably require. Thereafter, at its sole discretion, the District may pay the Port:

- In a lump sum, if otherwise unallocated funds are available, at any point in time with no penalty for prepayment, or
- Periodic payments over ten (10) years at 0% interest on an annual basis until paid

5.3 Use of Funds. The funds from the District shall solely be used for the payment of the Agreement Tasks and no other purposes. The Port may not reimburse itself for salary, benefits and overhead, but all other out of pocket expenses related to the Funding Request are eligible for reimbursement.

5.4 Port Matching Contributions. All accounting of staff time, Port expenses including consultant fees and Port contributions directly related to the Project may be considered as part of the matching element of this project for District funding.

6. **Conditions/ Contingencies/Checkpoints.** The District and the Port are committed to funding the Project as set forth in this Agreement, subject to the following conditions:

6.1 Independent Feasibility Review - Department of Commerce. The District's funding commitment may be subject to the statutory independent feasibility review of RCW 36.100.025.

6.2 Availability of Funds. This Agreement is contingent upon the availability of funding from the District. In the event that the District's expected funding payable to the Port hereunder is withdrawn, reduced, limited, or not otherwise available after the effective date of this Agreement, this Agreement may be terminated by either party.

6.3 The Port's Performance of its Assigned Tasks. District funding is conditioned upon the Port's timely completion (as measured by the deadlines set out in Attachment "B")

of its Assigned Tasks including, but not limited to, obtaining necessary permits, and obtaining necessary funding in addition to the funding from the District.

6.4 The Circuit of the Northwest's Performance of its Obligations to the Port. District funding is conditioned upon the Circuit of the Northwest's timely completion of its commitments to the Port specific to the tasks set forth in Exhibit B.

6.5 Adoption of Operational Standards. Prior to the District's reimbursement to the Port under this Agreement, the parties, through their designated representatives shall form a plan to addressing construction review and operational standards, replacement/reserve funding standards, reporting obligations, and any other agreed standards applicable only to the Project.

6.6 Process for Termination. In the event any of the required conditions are not satisfied, the Agreement may be terminated, by either party delivering thirty (30) days written notice to the other. The termination notice shall specify the date on which the Agreement shall terminate.

7. Notice and Project Coordinators. The following individuals are the Project Coordinators and official contacts for the Port and the District. Any notice, request, approval, direction, invoice, statement, or other communication which may, or are required to be given under this Agreement, shall be in writing and shall be deemed to have been given if hand delivered, sent by a nationally recognized overnight delivery service, or if deposited in the U.S. mail and sent by certified mail, return receipt requested, postage prepaid to the Project Coordinators:

For the Port: Jim Rothlin ,CEO  
Port of Bremerton  
8850 SW Highway 3  
Bremerton, WA 98312  
Phone: 360-674-2381  
Email: jimr@portofbremerton.org

For the District: Michael Walton  
Executive Director  
Kitsap Public Facilities District  
9230 Bay Shore Drive NW, Suite 101  
Silverdale, WA 98383  
Phone: 360-698 1885  
Email: mwalton@kitsap-pfd.org

All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

8. Non-Assignability. Neither party may assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the other party.

9. Independent Governments - No Liability. Each party is and shall remain an independent government. This Agreement does not create a partnership or other similar

arrangement. The parties shall not be liable for the acts or omissions of the other party or their respective public officials, employees, or agents.

10. **Term of Agreement.** Except as otherwise stated herein, the term of this Agreement shall commence upon execution by both of the parties and shall continue until 30 days after the date of the last payment or January 31, 2022, whichever occurs last. This Agreement may be reasonably extended by the parties as may be necessary to complete the Assignment Tasks, as the parties otherwise agree.

11. **Amendment.** No modification or amendment of this Agreement may be made except by a written document signed by both parties.

12. **Counterparts and Electronic Transmission.** This Agreement may be signed in counterparts. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

13. **Governing Law.** This Agreement, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, jurisdiction and venue shall lie exclusively in Kitsap County, Washington.

14. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

15. **Interpretation.** Each party participated in this Agreement and has had this Agreement reviewed by legal counsel. Therefore, any language herein shall not be construed against either party on the basis of which party drafted the particular language.

16. **True and Full Value.** The Port and the District have each independently determined as to itself that: (i) it has the authority to enter into this Agreement; and (ii) the promises and covenants received from the other party represent "true and full value" received by it pursuant to RCW 43.09.210.

17. **Survivability.** All obligations contained herein shall survive termination until fully performed.

18. **Entire Agreement.** This Agreement, including all predicate paragraphs and exhibits which are incorporated into this Agreement, contains all of the understandings between the parties. Each party represents that no promises, representations, or commitments have been made by the other as a basis for this Agreement, which have not been reduced to writing herein. No oral promises or representations shall be binding upon any party whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a written modification of this Agreement executed by both parties.

**IN WITNESS WHEREOF**, the Port of Bremerton and the District have executed this Agreement as of the date last written below.

**PORT OF BREMERTON**

**KITSAP PUBLIC FACILITIES DISTRICT**

\_\_\_\_\_  
By: Jim Rothlin  
Its: CEO  
Date: \_\_\_\_\_

Daron Jagodzinske  
\_\_\_\_\_  
By: Daron Jagodzinske  
Its: Chair  
Date: 2/22/2021

ATTEST:  
Patrick Hatchel  
\_\_\_\_\_  
By: Patrick Hatchel

APPROVED AS TO FORM:  
  
Brian E. Lawler  
\_\_\_\_\_  
Brian E. Lawler, District Legal Counsel

## ATTACHMENT "A"

### PROJECT SUMMARY/DESCRIPTION

#### **Short Summary :**

The creation and administration of the design for all portions of the CNW/Port project which the public will have access and use of upon completion.

The creation and administration of the construction documents needed to implement the above.

#### **Description of Project:**

The request for funding at this stage is to design a public events center and outdoor event space located on the west side of Highway 3, across from the Bremerton Airport. The event center and outdoor event space will be on Port of Bremerton property that is currently leased to CNW.

#### 1. Regional Sporting Event Area:

The Port of Bremerton already has a designated area on which multiple sporting events currently take place. However, in 2023, that area will be closed down as it lies in the path of the extension of Airport Industrial Way.

The KPFDF funding for design and construction documents will allow an upgraded facility to be constructed across the highway in order to continue the existing schedule of events, and the ability to add new events.

The funding would be utilized to design and create the construction documents for parking areas, access roads, pedestrian walkways and bridges, supporting utilities, and the events areas. Development would be coordinated with the proposed CNW site to maximize the efficient use of funds.

For 2020 at the existing facility, there were approximately 130 scheduled events on the paved facility alone, with motocross adding many more. The sports events that have been taking place at the current facility for a number of years include:

Motocross, PacWest MX, including nationally recognized motocross competitions. Competitors stay on site for the weekend, competitions have had up to 445 entries, with 1500 participants when spectators are included.

Porsche Club car rally and meetings taking place each month with approximately 150 participants.

Sports Car Club of America, monthly events with approximately 150 attendees

#### Autocross

Car Races: rallies, racing, weekend events, camping. For example, the drag racing alone accounts for approximately 1000 participants per event. Drag Racing is scheduled for twelve events (36 days total) in 2020 alone.

Northwest Nights: There are four events scheduled this year, with an expected turnout of 1500 per event.

#### Karting

A few examples of new types of events that can be held in the proposed sporting facility:

Car Shows, including shows and concerts hosted by the LeMay Car Museum

Street Drag racing in a controlled, hosted environment.

It should be noted that each event draws not only the participants/competitors, but also

members of the public participate as spectators. These can be multi day events. Currently, every weekend is consistently booked from Spring through Fall every year. It is critical to Kitsap County to not lose the ability to host these types of events.

## 2. Community Events Center

The design and construction documents would also encompass this second portion, which is the outdoor events center with the capability to hold large scale events of up to 10,000 attendees, which would be a completely unique and necessary facility for Kitsap County. A soft surface terrain with mountain views would also contain stage and vendors areas to host such events as:

- Festival events: wine and beer festivals
- Musical events/concerts
- Theater performances
- Outdoor meetings/corporate events
- Trade shows, or vendors fairs

An example of community clients for such a space would include:

- Drafts and Drums (charity music festival, 1500 attendees)
- LiveNation
- LeMay AAT
- RPM Foundation
- TechForce Foundation
- Kitsap County Rodeo
- Wilkinson Events
- Permission to Start Dreaming Foundation

## 3. Parking Areas, Access Roads, Design:

To accommodate larger public gatherings, parking (both paved and grass) is necessary to derive the highest economic benefit to the public. For the larger events it is crucial to the project that adequate paved parking and access roads be available. Without the inclusion of the paved infrastructure, the facility cannot accommodate larger crowds or operate during inclement weather (an important feature in the Pacific Northwest).

Roadways and other infrastructure such as upgrades stormwater systems, and wastewater disposal, will also be a part of this project in order to provide adequate public access and use.

**ATTACHMENT "B"**  
**AGREEMENT TASKS**  
**(WITH ESTIMATED BUDGETS AND TIMING)**

**See attached documents.**



## Public Regional Event Center Schedule

1	3	Award of Funding for Event Center Design	12/16/2020	1	12/17/2020
2	3	Bond Funding Awarded for Public Event Center	12/16/2020	1	12/17/2020
3	3	Initiate Geotechnical Studies	3/1/2021	30	3/31/2021
4	3	Initiate Additional Survey Work Activities	3/1/2021	30	3/31/2021
5	3	Initiate Off-site Transportation Improvement Study & Design	3/29/2021	60	5/28/2021
6	3	Event Center Charrette	4/5/2021	1	4/6/2021
7	3	Event Center Space Programing	4/12/2021	4	4/16/2021
8	3	Develop Building Programming	4/19/2021	18	5/7/2021
9	3	Modify Masterplan Based on Charrette Results	5/10/2021	14	5/24/2021
10	3	Event Center Schematic Design	6/1/2021	60	7/31/2021
11	3	Event Center Design Development Drawings	8/11/2021	60	10/10/2021
12	3	Prepare Design Development Cost Estimate	10/10/2021	5	10/15/2021
13	3	Event Center Preliminary Grading/Utility Bid Set	10/10/2021	45	11/24/2021
14	3	Event Center Preliminary Grading & Utility Package Public Review	10/10/2021	30	11/9/2021
15	3	Final Event Center Design	11/24/2021	90	2/22/2022

All schedule events are for public event spaces and correspond to event center costs items:

\*\* Design Fee Regional Center, Architect and engineering

\*\* Construction Document Fee overall facility